

Westcon™ Cloud Solutions

CLOUD SERVICES RESELLER ADDENDUM

This Cloud Services Reseller Addendum (“**Addendum**”) is made by and between the company specified on the applicable Westcon Group reseller/ credit application (hereafter referred to “**Cloud Services Reseller**” or “**CSR**” for the purposes of this Addendum) and **Westcon Group, Inc.** including any of its affiliates and subsidiaries, having an office at 520 White Plains Road, Tarrytown, NY 10591 (“**Distributor**”). This Addendum shall be deemed effective as of the date the CSR signs this Addendum or by clicking the “I HAVE READ AND ACCEPT THE TERMS OF ADDENDUM” checkbox displayed below, (“**Effective Date**”).

WHEREAS; CSR has executed Distributor’s standard Terms and Conditions of sale, Westcon Group reseller/ credit application or has entered into a valid agreement with Distributor for CSR’s purchase of Products and Services from Distributor (the “**Agreement**”);

WHEREAS, Parties wish to supplement the terms of the Agreement for CSR’s purchase of Cloud Services from Distributor;

NOW THEREFORE CSR and Distributor hereby agree the following terms and conditions for CSR’s purchase of Cloud Services from Distributor;

1. Definitions

Capitalized terms used but not otherwise defined herein shall have the meaning assigned to them the Agreement:

- i. “**Cloud Service**” or “**Cloud Services**” means any resource that is provided over the internet by CSP and offered for sale by Distributor to CSR from time to time including any additional Support Services. Cloud Services include, but are not limited to Email as a Service (“EaaS”), Software as a Service (“SaaS”), Platform as a Service (“PaaS”) and Infrastructure as a Service (“IaaS”). Additional information regarding each Cloud Service may be found in the applicable Documentation.
- ii. “**Cloud Services Provider**” or “**CSP**” means a third-party provider of Cloud Services to End Users through a network of authorized cloud services resellers.
- iii. “**CSP Agreement**” means an agreement between Distributor and a CSP enabling Distributor to grant the rights and authority granted to CSR under this Addendum.
- iv. “**Contract**” means any agreement entered into by Distributor and CSR under the Agreement including, but not limited to, Purchase Orders issued by CSR and accepted by Distributor for CSR’s purchase of Cloud Services from Distributor.
- v. “**Documentation**” means any and all additional documents, policies, procedures, programs, requirements, , criteria and/or information relating to the sale and usage of the Cloud Services, including but not limited to the Authorized Use Policy, Statements of Work, any system requirement documentation, data privacy policy, CSP Specific Addendums and/or Service Level Agreements (“**SLAs**”). Distributor may update or modify the Documentation from time to time; provided that changes to the Documentation will not result in a material reduction in the level of performance or availability of the applicable Cloud Services provided to CSR for the duration of Term hereof. CSR must accept and comply with, and shall notify its End Users to accept and comply with, the terms of any applicable Documentation. Such Documentation maybe provided to CSR in the form of a CSP Specific Addendum.
- vi. “**End User**” means a user of a Cloud Service.
- vii. “**Agreement**” means any other terms and conditions of sale, contracts, agreements or arrangements between CSR and Distributor for the purchase by CSR of any products and services other than Cloud Services for End Users, whether executed before or after the Effective Date.
- viii. “**CSP Specific Addendum**” means any service-specific addendum required by a CSP which is applicable to the Cloud Services to be resold by CSR to End Users in the Territory. Such CSP Specific Addendum may contain Documentation. It is at the sole discretion of the CSP as to whether or not CSR is required to enter into a CSP Specific Addendum. THE CSP SPECIFIC ADDENDUM IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

- ix. “**Support Services**” means any additional support services available from Distributor and/or the CSP for the applicable Cloud Services as further detailed in any Documentation.
- x. “**Territory**” means the geographic regions or markets in which Distributor is authorised to distribute and shall include all media and channels of distribution.
- xi. “**Usage Report**” means a periodic report generated by CSP and/or Distributor for a specific End User. The Usage Report may be sent or made accessible to the CSR for forwarding to the End User, indicating the actual level of Cloud Services usage during a given time period and may serve as a basis for the invoicing and payment of any Overage Fees or usage based Fees in accordance with any applicable, additional requirements or Documentation.

2. Appointment

- a. **Non-Exclusive Appointment.** Subject to compliance with the terms of this Addendum, Distributor hereby grants CSR the non-exclusive right and authority to purchase from Distributor and subsequently market and sell Cloud Services to End Users in the Territory.
- b. **Cloud Services Responsibility Matrix.** CSR and Distributor agree that in order to meet their respective obligations effectively with regard to the delivery of the Cloud Services to End Users hereunder, prior or subsequent to execution of this Addendum, the Parties may work together to develop a Cloud Services responsibility matrix (“**Cloud Services Responsibility Matrix**”) or similar technical document, which shall allocate the respective roles and responsibilities of each Party with regard to the provision of Cloud Services to End Users. Notwithstanding the foregoing, such technical document shall not supersede, and shall, at all times, remain subject to, the terms of the Addendum.
- c. **No License of Trademarks.** Nothing contained herein shall be construed as granting to CSR any right or license to use any trade names, service marks, trademarks, logos and other marks (collectively, “**Trademarks**”), which, if applicable, shall be subject to a separate agreement, including any current published requirements or guidelines (“**Trademark Guidelines**”).
- d. **Certification Program.** If CSP requires compliance with a formal certification program, then CSR may be required to demonstrate proof of certification with such program prior to placing Purchase Orders for Cloud Services with Distributor. If CSP does not require compliance with a formal certification program, then CSR may be required to meet the additional criteria set forth in any Documentation prior to placing Purchase Orders with Distributor.
- e. **Hardware and Infrastructure Purchases.** CSR agrees that any and all additional hardware infrastructure products associated with the delivery of the Cloud Services that can be provided by Distributor in a reasonable timeframe will be purchased through Distributor, subject to Distributor’s standard pricing and terms and conditions of sale for such associative hardware infrastructure products.
- f. **End User Agreements.** CSR may not distribute any Cloud Services to any End Users unless an End User enters into an agreement with CSR (the “**End User Agreement**”) that at a minimum: (a) completely disclaims Distributor’s and CSP’s liability for all matters arising out of or related to this Addendum or the Cloud Services to be provided hereunder to the extent permissible by law and

requires the End User to look solely to CSR with respect to such matters, unless otherwise agreed by writing by Distributor and CSP; (b) requires the End User to agree that all End User use of the Cloud Services shall be lawful and to ensure that each End User complies fully with the applicable terms of this Addendum or any Documentation, the acceptable use policy for the Cloud Services (if any), and all applicable laws and regulations in any of its dealings with respect to the Cloud Services; (c) prohibits the End User from reselling or distributing the Cloud Services; (d) indemnifies, defends and holds CSP and Distributor, and their respective affiliates, officers, directors, employees and suppliers harmless from and against any third-party claims arising out of or relating to the End User's (or its authorized users') use of the Cloud Services; (e) protects CSP's proprietary rights in the Cloud Services to at least the same degree as the terms and conditions of this Addendum or any Documentation; (f) makes no representations or warranties on behalf of Distributor or CSP, except to the extent permitted in any Documentation; (g) specifies CSP and Distributor as express intended third party beneficiaries of the provisions in the End User Agreement relating to this Section 2(f), to the extent permitted by applicable law; and (h) does not grant any rights to the End User beyond the scope of this Addendum.

3. Subscription Term and Termination

a. **Termination.** CSR's right and authority to purchase, market and sell a particular CSP's Cloud Services to End Users in the Territory will immediately terminate in the event that the applicable CSP Agreement is terminated or expires. Distributor will use commercially reasonable efforts to notify CSR in advance of any such termination or expiration.

b. **Subscription Term.** The Cloud Services shall be sold by Distributor to CSR for usage by End Users for a fixed term, which shall be designated on the Purchase Order between CSR and Distributor ("**Subscription Term**"). Each Subscription Term shall begin on the effective date set forth on the Purchase Order and shall run for the designated term, unless otherwise terminated in accordance with the Agreement, including any applicable Documentation. The applicable CSP Specific Addendum or Documentation may specify a minimum Subscription Term and may provide for auto-renewal of such Subscription Terms. Except as specified herein, CSR shall not have the right to terminate any Purchase Order or its obligations to provide Cloud Services to a particular End User during a Subscription Term.

c. **Transition Period.** Following expiration or termination of the Addendum, unless otherwise set forth in the applicable CSP Specific Addendum or Documentation there shall begin a transition period to allow End Users to transition off of the Cloud Services ("**Transition Period**"). The Parties shall continue to be bound by this Addendum during the Transition Period with respect to any Purchase Orders submitted prior to the effective date of expiration or notice of termination, as the case may be, for the duration of any active Subscription Terms ("**Surviving Subscription Terms**"). During the Transition Period, CSR shall not enter into any new Purchase Orders, nor shall CSR renew or extend the Subscription Term for any Surviving Subscription Terms.

d. **Termination Assistance.** Except as otherwise set forth in a CSP Specific Addendum or any Documentation, CSR will, at least thirty (30) days prior to the effective date of termination or expiration of each End User's Subscription Term during the Transition Period, or as promptly as possible if less time is available, notify the End Users of the impending termination. The Parties will cooperate in good faith to provide such End Users with instructions regarding how such End Users may continue to receive the applicable or comparable Cloud Services and to timely transition End Users seeking to maintain continuity of such Cloud Services, including, but not limited to, assignment or transfer of End User Cloud Services subscriptions. The Addendum shall fully and finally terminate upon expiration of the final Transition Period for the final Surviving Subscription Term.

4. Purchase Orders

a. **Purchase Orders.** CSR may submit a purchase order to Distributor for Cloud Services hereunder ("**Purchase Order**") which must contain the following information: (i) CSR's corporate name; (ii) End User's corporate name; (iii) the specific Cloud Services ordered; (iv) the initial Cloud Services quantity ordered; (v) the committed Subscription Term length for each of the Cloud Services ordered; and (vi) any additional information required or set forth in any Documentation ("**Purchase Order Requirements**"). Distributor's quotes shall not constitute an offer. Only a Purchase Order submitted by CSR shall constitute an offer to contract subject to this Agreement, however a Purchase Order shall not be deemed a Contract unless and until the earlier date upon which: (a) written acceptance is provided by Distributor or (b) Distributor proceeds with the fulfillment of the Purchase Order. No additional or alternative terms or agreement or any alteration to this Agreement proposed by the CSR contained or referred to

in a Purchase Order or other form submitted to Distributor shall be deemed to apply unless they are expressly accepted in writing by an Authorized Representative of Distributor with respect to that Purchase Order. CSR shall be solely responsible for the accuracy of any Purchase Order, including, but not limited to, the specification, configuration or other details of Cloud Services and their functionality, compatibility and interoperability with other products or services, as well as their fitness for particular use.

5. **Acceptance of Documentation.** CSR's submission of any Purchase Order or Direct CSP Order for Cloud Services hereunder shall constitute CSR's acknowledgement and acceptance of any applicable Documentation for such Cloud Services. CSR agrees that it shall forward on any applicable Documentation to the End User.

6. **Acceptance of CSP Specific Addendum.** Where CSP requires CSR to enter into a CSP Specific Addendum, CSR agrees to execute the relevant CSP Specific Addendum prior to submission of any Purchase Order for such CSP Cloud Services. CSR agrees that it shall forward on any applicable Documentation or terms set forth in a CSP Specific Addendum to the End User.

7. **Usage Reports.** Periodically, a report may be generated by CSP or Distributor, which may be sent or made accessible to the CSR for forwarding to the End User, indicating the actual level of Cloud Services usage by End Users during a given time period and which may serve as a basis for the invoicing and payment of any Overage Fees or usage based Fees in accordance with any additional requirements or Documentation.

8. Prices and Payment Terms

a. **Payment Terms.** Payment terms for the initial Cloud Services order, and any subsequent Cloud Services orders, are set forth in Section 7(a)(i) ("**Fees**"). If applicable, payment terms for any additional fees generated by Overage (as defined below and as may be further described in any applicable Documentation) incurred during the Subscription Term shall be set forth in Section 7(a)(ii) below ("**Overage Fees**").

i. **Fees.** Upon acceptance of a Purchase Order from CSR, Distributor shall invoice CSR the Fees for the initial Cloud Services quantity set forth on the Purchase Order. All undisputed portions of Distributor's invoices for Fees will be paid by CSR within thirty (30) days (unless otherwise agreed between the Parties in writing) of CSR's receipt of invoice Unless otherwise agreed to in writing by the Parties: (i) the Fees shall be as set forth in Distributor's published price list; (ii) all Fees shall be paid annually in advance or monthly in arrears, as set forth in Distributor's published price list; (iii) Fees are based on the quantity of Cloud Services purchased and not actual usage by the End User, which may be less. The committed quantity of purchased Cloud Services cannot be decreased during the Subscription Term, unless otherwise agreed by the Parties in writing.

ii. **Overage Fees.** In the event actual usage of Cloud Services exceeds the initial quantity ordered on the Purchase Order ("**Overage**"), CSR may be billed for any applicable Overage charges on a monthly basis in accordance with any applicable CSP terms or Documentation ("**Overage Fees**"). All undisputed portions of Distributor's invoices for Overage Fees will be paid by CSR within thirty (30) days of CSR's receipt of invoice for such.

iii. **Direct CSP Orders.** Except as otherwise set forth in the applicable CSP Specific Addendum, CSR shall not place any order for Cloud Services directly with the CSP. If an End User places any order for Cloud Services directly with the CSP ("**Direct CSP Orders**") and the CSP accepts such order, then Distributor shall be entitled to invoice CSR the Fees for such additional Cloud Services in accordance with Section 5(d) above.

b. **Suspension of Access** In the event that (i) any fees owed to Distributor by CSR, including but not limited to monthly Fees or Overage Fees, are thirty (30) days or more overdue and CSR has not cured within thirty (30) business days of Distributor's written notification of failure to pay, or (ii) CSR is in material breach of the Agreement, including any terms of any CSP Specific Addendum, then Distributor may either:

- i. Suspend or may request CSP to suspend End User's access to the Cloud Service(s) associated with such delinquent payment; or
- ii. Distributor may choose not submit Purchase Orders to CSP for orders from CSR without penalty to Distributor; or (c) terminate or suspend the Agreement with CSR (collectively "Suspension of Access").

In the event of Suspension of Access, End User and/or CSR may be subject to termination and liable pay any applicable early termination fees ("Early Termination Fees") set forth in any applicable Documentation or set forth in the CSP terms for the Cloud Services. Notwithstanding the foregoing, in the event Distributor elects or requests a Suspension of Access, CSR may be liable for any

fees, including but not limited to monthly Fees or Overage Fees, associated with such delinquent payment through the end of the current Subscription Term. CSR acknowledges that a Suspension of Access may result in liability to Distributor and/or CSP and CSR agrees to fully indemnify, defend and hold harmless Distributor, Distributor's affiliates and CSP from and against all claims, losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees), judgments or settlement amounts arising out of or in connection with any Suspension of Access.

Notwithstanding anything to the contrary in this Addendum and in addition thereto, in the event of Suspension of Access, Supplier may, in its sole discretion, by notice in writing to CSR, elect to undertake invoicing of CSR's End-User as an interim arrangement until all Fees are paid and any billing and invoicing issues are resolved to the reasonable satisfaction of the Distributor.

In the event of termination under this clause 8(b), CSP or Distributor shall have the right to notify the End Users of such termination of the CSR and provide instructions on how any affected End Users may continue to receive the Cloud Services, including with respect to any Renewal Subscription Term.

9. Electronic Delivery and Hosting and Data Center Facilities

a. **Electronic Delivery.** CSP shall electronically deliver the Cloud Services (subject to a valid, accepted Purchase Order) directly to End Users, including any additionally required Documentation, for the purposes of this Addendum. Such Cloud Services shall be provided by CSP in accordance with any additional terms and conditions of use provided in any Documentation, CSP Specific Addendum or URL Link, including, without limitation, the applicable authorized use policy for the Cloud Services ("**Authorized Use Policy**"), incorporated herein by reference. CSR and/or End User's usage of the Cloud Services remains subject, at all times, to the terms and conditions of the CSP's applicable Authorized Use Policy. Distributor shall not be liable for any losses, damages, claims or liabilities arising out of or in connection with an alleged or actual breach of the CSP's Authorized Use Policy by any CSR or End User. Distributor shall not be liable with respect to any breach or error in delivery, loss, damage or interruption to the Cloud Services during the Subscription Term.

b. **Hosting and Data Center Facilities.** The hosting and data center facilities supporting the Cloud Services delivered by CSP for usage by the End User shall be provided for and managed by a third party to this Agreement. Distributor shall not be liable in respect of any breach or error in delivery, loss, damage or interruption to the Cloud Services during the Subscription Term. CSR shall immediately notify the applicable CSP, in writing, of any such error, loss, breach, damage or interruption. Distributor shall not be liable for any loss, damage or expense whatsoever and howsoever arising from any breach or error, loss, damage, defect or interruption to the Cloud Services. Any error, loss, damage or interruption of Cloud Services discovered by CSR and/or End User after delivery shall not entitle CSR and/or End User to rescind the Purchase Order or the remainder of a Contract.

10. Support and Service Level Agreements

a. **Support.** If applicable, CSP and/or Distributor will provide a reasonable level of technical and customer support for the Cloud Services in accordance with the CSP's and/or Distributor's then-current support policy for the Cloud Services ("**Support Terms**"), as set forth in the Documentation or CSP Specific Addendum. Support Terms may include, among other things, the levels of support available to CSRs and/or End-Users, a description of support offerings, applicable hours of operation, number of available skilled resources, languages supported and scheduled maintenance windows.

b. **Service Level Agreements.** To the extent that CSP provides quality and performance standards in connection with its provision of any Cloud Services purchased hereunder, as set forth in the applicable Documentation or CSP Specific Addendum, CSP shall be fully responsible for delivery of the Cloud Services in accordance with the terms of such SLAs, including payment of any penalties or return credits in the event of disruption or outages. Unless otherwise agreed by the Parties in writing, Distributor shall not offer any SLAs in connection with the provision of Cloud Services hereunder.

11. Indemnification

a. **General Indemnity.** CSR will indemnify, defend and hold harmless Distributor and Distributor's affiliates, directors, officers, employees, agents, contractors, CSPs and End Users from and against all claims, lawsuits, losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees), judgments or settlement amounts arising out of or in connection with (i) any breach of Section 2(f) or where an End User Agreement otherwise fails to protect Distributor in the manner described in Section 2(f); (ii)

b. **Distributor's Obligations.** In connection with the indemnities provided hereunder, Distributor shall: (i) promptly notify CSR of any claim that is subject to CSR's indemnification obligations hereunder, but Distributor's failure to promptly notify CSR shall not discharge CSR of its obligation to indemnify Distributor unless and only to the extent that such failure is held to prejudice CSP's defense of such claim; (ii) reasonably cooperate with CSR in the performance of its obligations hereunder, provided any related costs or expenses incurred by Distributor shall be covered by CSR; and (iii) grant CSR the right to control the defense and settlement of any claim which is subject to indemnification, provided CSR pays in full any monetary component of such settlement and further provided that such settlement contains a full and unconditional release of Distributor and no admission of liability on behalf of Distributor. Notwithstanding the foregoing, (a) Distributor shall have the right to employ separate counsel and participate in the defense of such action, at Distributor's expense, and (b) if (1) CSR does not promptly assume the defense of any such claim following notice of its election to do so, or (2) Distributor reasonably concludes that there may be defenses available to it which are different from or additional to those available to CSR and which could reasonably be expected to result in a conflict of interest or prejudice to Distributor if both Parties were represented by the same counsel, then Distributor have the right to undertake the defense of such claim with counsel of its own choosing, with the reasonable costs thereof to be borne by CSR.

12. Warranty and Limitation of Liability

a. Any warranty and Limitation of liability for Cloud Services under this Addendum shall be in accordance with the terms of the Agreement.

13. Personal Data Protection.

a. During the Term of this Addendum in connection with any processing of personal data which it receives under this Agreement, each Party shall (i) comply with all applicable laws, rules, regulations, regulatory requirements and codes of practice including, but not limited to, laws and regulations implementing the Computer Fraud and Abuse Act (18 USC 1030), Federal Information Security Management ("**FISMA**") of 2002, Freedom of Information Act as Amended in 2002, Privacy Act of 1974 as Amended, (collectively, the "**Data Protection Laws**") and (ii) implement commercially reasonable technical and organizational security procedures and measures to preserve the security and confidentiality of the personal data received under this Agreement. Neither Party shall do any act that puts the other Party in breach of its obligations under the Data Protection Laws. Nothing in this Addendum shall be deemed to prevent any Party from taking the steps it reasonably deems necessary to comply with the Data Protection Laws including requiring signature of the each Party on additional terms and conditions related to the Data Protection Laws prior to providing any personal information, and neither Party shall take any action which a reasonable person knowledgeable in the Data Protection Laws should know may cause or otherwise result in a violation of the Data Protection Laws. Each Party agrees to obtain all necessary consents under the Data Protection Laws and will not pass personal data to third parties without prior notification to the data subject. Distributor may use, store or otherwise process and may transfer or disclose any personal data provided by CSR to any member of the Distributor wherever located in the world for the purpose of administration of this Agreement and relationship management on an ongoing basis, and CSR agrees to inform its employees of the same. CSR will have the obligation to take necessary steps to provide prior notice to the data subject that their information may be used, stored or otherwise processed by the Distributor wherever located in the world. CSR may use, store or otherwise process personal data provided by Distributor for relationship management purposes, but shall not pass any personal data to third parties without prior notification to the data subject.

b. **Security Policy and Information Security Management Program.** Without limiting the foregoing, and upon request by Distributor, CSR agrees to disclose in writing to Distributor a detailed description of CSR's information and data security controls and policies ("**Information Security Management Program**"). Upon reasonable demand, Distributor shall have the right to examine CSR's ongoing compliance with its stated written information controls and security policies.

c. **Data Processing Indemnification.** Each Party shall defend, indemnify and hold harmless the other Party from and against any and all claims, actions, liabilities, losses, damages and expenses (including reasonable legal expenses) which arise from third party claims and/or government agency actions arising directly or indirectly out of or in connection with a Party's data processing activities under or in connection with this Addendum, including without limitation those arising out of any third party demand, claim or action, or any breach of

contract, negligence, fraud, willful misconduct, breach of statutory duty or non-compliance with any part of the Data Protection Laws. CSR will obtain adequate cyber insurance to cover the costs of potential data breaches and subsequent related litigation.

14. No Conflicts and Entire Agreement. This Addendum (together with all Contracts) constitutes the entire agreement between the Parties with respect to the purchase of Cloud Services and supersedes any and all written or oral agreements previously existing between the Parties and/or their affiliates with respect to the purchase of Cloud Services from Distributor. . CSR acknowledges that it is not entering this Addendum on the basis of any representations not expressly contained herein. Every Contract between Distributor and the CSR or any of its subsidiaries shall be subject to the Addendum. CSR may not purchase Cloud Services from Distributor where there is no valid Agreement in place. CSR shall execute Distributor's credit application in the absence of a valid Agreement.

In the event of a conflict between the terms of the Agreement and terms in this Addendum, the terms of this Addendum shall take precedence for CSR's Purchase of Cloud Services.

In the event of any conflict between the terms and conditions of this Addendum and any applicable CSP Specific Addendum, the terms and conditions of the applicable CSP Specific Addendum shall prevail.

The CSR Agreement, including this Addendum, may not be amended or modified unless mutually agreed to in writing executed by Authorized Representatives of the Parties. Unless expressly permitted under the terms of the Agreement and/or this Addendum, neither electronic mail nor instant messaging shall be considered a "writing" sufficient to change, modify, extend or otherwise affect the terms of the Agreement.

15. This Addendum may be executed contemporaneously in one or more counterparts, each of which shall be deemed an original, but which together shall constitute one instrument and the Parties may rely on a facsimile or scanned signature to bind the other Party.

THE CSP SPECIFIC ADDENDUM AND SIGNATURE PAGE FOLLOWS THIS AGREEMENT

CSP SPECIFIC ADDENDUM: AVAYA CLOUD SERVICES

By signing this Addendum or by clicking the "I HAVE READ AND ACCEPT THE TERMS OF ADDENDUM" checkbox displayed below, you, Cloud Services Reseller ("you" or "CSR" or "Reseller") acknowledge and agree to abide by the terms and conditions contained in this CSP Specific Addendum to Cloud Services Reseller Addendum (hereafter referred to as "Addendum"), regarding the resale of the Cloud Services defined below, provided by **Westcon Group, Inc.**, including its operating affiliates in the territory in which you purchase Avaya ("Distributor"). Pursuant to the terms of this Addendum, Westcon shall purchase from Avaya, on a subscription basis, certain Software licenses and related Maintenance Services in order to provide Distributor's Cloud Services to CSR using Cloud Software located and hosted in Distributor's selected data center for further resale of such Cloud Services by Resellers to Cloud End Users located in the Reseller's authorized territory or for Reseller's own internal use. Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement. In the event of any conflict between this Addendum or any Agreement, this Addendum shall prevail. This Addendum is in addition to and does not replace or modify any Documentation provided in connection with the Cloud Services. This Addendum shall be deemed effective as of the date the CSR signs this Addendum or by clicking the "I HAVE READ AND ACCEPT THE TERMS OF ADDENDUM" checkbox displayed below, ("**Effective Date**"). CSR and Distributor hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions. Capitalized terms not defined in this Amendment will have the meanings given them in the Agreement. Any definitions included in this Amendment apply solely for purposes of this Amendment. The following terms will have the meanings assigned to them below:

1.1.1. "Avaya Aura Call Center Elite System" means Avaya's proprietary Communication Manager Software licensed as a separate option for the incoming voice call centers.

1.1.2. "Cloud" means a delivery model of communication solutions, located primarily in Distributor's or its subcontractor's data center, which are made available to one or more Resellers remotely on a subscription basis.

1.1.3. "Cloud End User" means an End User purchasing Cloud Services from Reseller solely for End User's internal business use and not for resale, sublease or sublicense.

1.1.4. "Cloud Fee" means a recurring subscription-based fee payable by Reseller to Distributor for a time-bound license to the Cloud Software and related Maintenance Services provided under this Amendment as described in more detail in this Amendment and/or the Cloud Offer Definition.

1.1.5. "Cloud Offer Definition" means: (i) any Avaya offer definition document for Cloud Software then current as of the date of Avaya's acceptance of a Cloud Order under this Amendment describing Avaya's offer to Channel Partners for the cloud enabled Avaya solutions and related Maintenance Services; and/or (ii) a statement of work executed by the parties describing the specific Cloud Software and related Services to be provided by Avaya to Distributor and then to Reseller.

1.1.6. "Cloud Order" means an order issued by Reseller to Distributor or its designated provider under this Amendment for the Cloud Software and related Maintenance Services.

1.1.7. "Cloud Services" means a time-bound subscription service based on the Hosted Solution provided by Distributor to one or more Reseller in the Territory against a periodic fee determined by Distributor during an agreed invoicing period.

1.1.8. "Cloud Software" means Software made available by Avaya to Distributor subject to a subscription-based fee which enables Distributor to provide Cloud Services.

1.1.9. "Commencement Date" means, unless otherwise stated on the accepted Cloud Order or the Cloud Offer Definition, the earlier of the following dates: (i) the date of activation of the first Cloud End User or 2 months following the Delivery Date of Cloud Software – where Avaya does not provide Implementation Services for the Cloud Software; or (ii) the date of activation of the first Cloud End User or the date of acceptance of the Implementation Services – where Avaya performs Implementation Services for the Cloud Software.

1.1.10. "Concurrent Elite Agent License" means licenses for contact center agents, part of the Elite product offer, or other users to use the Avaya Aura Call Centre Elite Software. Licenses are measured by the number of agents or other users that are simultaneously logged in to the Avaya Aura Call Centre Elite System.

1.1.11. "Early Termination Fees" means the fees payable to Distributor due to an early termination of a Cloud Order as detailed in Section 14.3.

1.1.12. "Grace Period" means, with respect to any Cloud Order that is subject to a Minimum Commitment, a limited time period during which, as an exception to the general rule, a Minimum Commitment does not apply. Grace Periods, if applicable, are defined in the applicable Cloud Offer Definition or the quotation, if any.

1.1.13. "Hosted Solution" means the Cloud Software, software, hardware, Third Party Products and/or their combination hosted primarily by Distributor in the Territory for the purpose of providing Cloud Services.

1.1.14. "Minimum Commitment" means a minimum number of Units or a minimum net amount for which Reseller will be invoiced during each invoicing period for the entire Term, irrespective of the actual usage of the Cloud Software. The Minimum Commitment, if applicable, is defined in the applicable Cloud Offer Definition or any quotation.

1.1.15. "Monthly Average Daily Peak" means the number of Units used during any invoicing period calculated by adding together the daily peak number of Units for each day in the invoicing period and dividing the resulting sum by the number of days in that period.

1.1.16. "Monthly Peak" as referred to in relation to the Aura product, means the highest number of Units used during the monthly invoicing period.

1.1.17. "Resale Agreement" means an agreement between Distributor and Reseller under which Distributor provides Cloud Services to Reseller.

1.1.18. "Term" means the initial term of a Cloud Order and any renewal terms thereof during which Distributor is authorized to use the Cloud Software and related Maintenance Services on a time-bound subscription basis subject to timely payment of Cloud Fees to Distributor.

1.1.19. "Unit" refers to the specific metrics used by Avaya as the basis for the pricing and invoicing for the Cloud Software and related Maintenance Services as set out in the then current Avaya price list and more fully described in the applicable Cloud Offer Definition or an accepted Cloud Order including provisioned, configured, concurrent or ordered users or provisioned virtual meeting rooms (VMRs).

1.2. Interpretation. In this Amendment, unless otherwise specified or the context expressly requires otherwise: (i) a reference to the singular includes the plural and vice versa; (ii) the headings are inserted for convenience only and will not affect the interpretation of this Amendment; (iii) whenever the words "include", "includes", "including" or "in particular" (or similar derivatives) are used, they are deemed to be followed by the words "without limitation"; (iv) all references to "Sections" are to the Sections in this Amendment; (v) all references to "written" or "in writing" include emails or other electronic means of communications; and (v) a reference to "use" or "usage" of the Cloud Software will be deemed to refer to usage, configuration, ordering, provisioning, activation or consumption of the Cloud Software as set out in the applicable Cloud Offer Definition, and any reference to "used" will be construed correlative to the foregoing.

2. AUTHORIZATION; RESELLERS AND RESALE AGREEMENTS

2.1. Subject to the terms and conditions of this Amendment, Distributor authorizes Reseller to purchase a non-exclusive, non-transferable, non-sublicensable, limited license for: (i) further resale of such Cloud Services to Cloud End Users located in the Reseller's authorized territory; and (ii) for Reseller's own internal use. Any Cloud Software and Maintenance Services ordered under this Amendment will be provided on a subscription basis only subject to timely payment of the applicable Cloud Fees. Unless the Cloud Offer Definition expressly provides otherwise, except for the specific Maintenance Services for the Cloud Software included in the Cloud Fees this Amendment does not apply to any hardware Products or Services necessary to deploy Cloud Services. Such Services or hardware Products may be ordered by Reseller under the terms of the Agreement. Reseller shall not market Cloud Services or use the Hosted Solution except as permitted in this Section and the Internal Use provisions of the Agreement. Distributor reserves the right to modify the conditions of or revoke this authorization subject to the terms of the Channel Policies by giving Reseller a 15 day written notice with the effective date on the last day of the applicable invoicing period.

2.2. **Resellers.** Reseller must be an Avaya authorized reseller notified of the Avaya authorization requirements including all accreditations and credentials for the Cloud Software and related Maintenance Services as set out in the Channel Policies.. Resellers are only authorized to market and resell Cloud Services to Cloud End Users located in the Reseller's authorized territory for Cloud End Users' own internal use and not for any resale or other provision of Cloud Services to any third parties. Reseller is prohibited from any resale of Cloud Services to any other resellers or distributors. To the extent Cloud Services are purchased by any Reseller for its own internal use, then any such Reseller will be deemed a Cloud End User for all purposes of this Amendment.

2.3. **Termination of Resale Agreement.** Distributor shall promptly terminate the Resale Agreement, or its part applicable to Cloud Services, with Reseller if Avaya has advised Distributor that Reseller: (i) is no longer an authorized reseller of Avaya; (ii) does not comply with any applicable Avaya authorization requirements or does not maintain any required accreditations or credentials; or (iii) has in any way failed to comply with: (a) Avaya End User License; (b) confidentiality obligations with respect to Avaya's confidential information or Cloud Software; or (c) any legal obligations including those described in Section 5. In case of termination or expiry of a Resale Agreement, or its part applicable to Cloud Services, for any reason Distributor shall deactivate Cloud Software licenses allocated to Reseller, unless such Reseller's Cloud End Users are re-allocated to an alternative Reseller within 30 days of termination or expiry of the Resale Agreement. Notwithstanding the foregoing, Reseller shall continue to pay Distributor for any activated Cloud Software licenses for Reseller until such licenses have been deactivated and a reasonable proof of de-activation has been provided to Avaya.

2.4. **Reseller obligations.** Reseller confirms that it shall enforce the terms of this agreements with Cloud End Users in connection with the subject matter of this Amendment and in doing so fully cooperate with Distributor and Avaya. Where any Reseller fails to comply with any Flowdown Obligation, neither Distributor nor Avaya will not be held liable for any resulting failure to perform its obligations under this Amendment arising from any such failure by the Cloud End User to comply.

2.5. **Indemnification.** Reseller shall defend, indemnify and hold Distributor and its Affiliates harmless from any costs, expenses, liabilities, claims and damages arising from or in connection with Reseller's delay or failure to comply with the provisions in Sections 2.2, 2.3 and 2.4.

3. DOCUMENTS AND CLOUD ORDERS

3.1. **Applicable terms.** Avaya will provide Cloud Software and related Maintenance Services in accordance with the terms and conditions of this Amendment, the applicable Cloud Offer Definition (if any) and accepted Cloud Order and, solely with respect to the Maintenance Services, the applicable Service Description for the Maintenance Services identified in the Cloud Offer Definition or Avaya's quotation. The applicable Cloud Offer Definitions and Service Descriptions are incorporated by reference into this Amendment and available on Avaya Channel Partner portal (<https://sales.avaya.com/en/products-and-solutions> or a successor site as designated by Avaya from time to time), Avaya OneSource portal (www.avaya.com/ebizn or a successor site as designated by Avaya from time to time). Upon submission of the Cloud Order, Reseller represents and warrants to Distributor and Avaya that it has familiarized itself with the applicable Cloud Offer Definition and Service Description then current as of the date of Cloud Order submission.

3.2. **Cloud Orders.** Reseller shall issue all Cloud Orders in accordance with Distributor's instructions.

3.3. **Order of precedence.** Unless this Amendment expressly states otherwise, in the event of a conflict between the Agreement (including its Attachments and Appendices), this Amendment, Service Description, Cloud Offer Definition and any Cloud Order accepted by Avaya, the order of precedence is as follows: (i) this Amendment; (ii) the Agreement; (iii) Cloud Offer Definition; (iv) Service Description; and (v) Cloud Order. In the event of any conflict between any standard Cloud Offer Definition and a statement of work, the statement of work will control.

4. DISTRIBUTOR RESPONSIBILITIES

4.1. **Marketing and Sale Efforts.** Reseller shall conduct business under its corporate name which Reseller shall display prominently in any communications or advertisements to its Cloud End Users. Reseller shall use commercially reasonable efforts to promote, market and expand the provision of Cloud Services in the Territory.

4.2. **Authorization, accreditation and credentials requirements.** Reseller shall at all times during the term of this Amendment: (i) comply with the industry best practices and standards applicable to the Hosted Solution and Cloud Services as well as any Avaya authorization requirements; and (ii) maintain all accreditations and credentials, applicable to the Avaya authorized Cloud Service Providers and resellers of Cloud Software, related Maintenance Services and other Products included in the Hosted Solution, as detailed in the applicable Cloud Offer Definition and Channel Policies. The authorization, accreditation and credential requirements are subject to review and renewal and may be withdrawn or terminated by Avaya at any time in accordance with this Amendment and the Channel Policies. Reseller must comply with the Avaya authorization requirements and maintain all required accreditations and credentials applicable to resellers of Cloud Software and related Maintenance Services as detailed in the Channel Policies.

4.3. **Helpdesk and co-delivery support.** Unless the applicable Cloud Offer Definition or Service Description expressly states otherwise, Distributor will only provide Tier 3 and Tier 4 Maintenance Services for the Cloud Software directly to Reseller. If authorized by Avaya, Reseller shall provide co-delivery support to Cloud End Users, including helpdesk, Tier 1 and Tier 2 support. Nothing in this Amendment obligates Distributor to provide any Maintenance Services or other support directly to any Cloud End User. Reseller must have the ability and competencies to provide helpdesk support and serve as Reseller's and Cloud End User's interface and relationship manager. In addition, Reseller shall be responsible to respond to a reported issue, open a trouble ticket in a tracking system, evaluate the issue and route the trouble ticket to the appropriate support team. Distributor may require Reseller's helpdesk support personnel to complete, at Reseller's cost, an agreed series of training courses relating to the applicable Cloud Software and any other Products included in the Hosted Solution.

4.4. **Endpoints.** Except as otherwise expressly stated to the contrary in the applicable Cloud Offer Definition or any quotation, Distributor is not responsible for the provision of any end points or similar devices necessary to deploy Cloud Services for any Cloud End User, including personal end points, personal computers, mobile devices and telepresence or room systems.

4.5. **Cooperation.** In addition to Reseller's co-operation obligations as set out in the Agreement, at no cost to Distributor, Reseller shall, in a timely manner: (i) provide Distributor with interface and other information regarding access to Third Party Products in the Hosted Solution or Reseller's, Reseller's and Cloud End User's network and necessary third party consents and licenses to enable Distributor's performance and fulfillment of its obligations; (ii) provide Distributor, its agents and/or subcontractors with access to the Hosted Solution at the Reseller's, its subcontractor's, Reseller's or Cloud End User's premises accessed remotely; (iii) ensure that Resellers are contractually bound to provide Distributor with all credentials, passwords and other information that may be necessary to enable Distributor to access the Cloud Software and usage monitoring application, whether remotely or on-site; (iv) secure all necessary approvals, consents and performance from Cloud End Users required in order for Distributor to perform its obligations under this Amendment or to exercise its rights under this Amendment; (v) for each Resale Agreement and Cloud End User contract, provide Distributor with the Reseller and Cloud End User name, contract term and any agreed minimum commitment; and (vi) cooperate in all reasonable ways with Distributor in relation to Distributor's performance of its obligations under this Amendment, including: (a) in the diagnosis, investigation and correction of any reported Incident; (b) providing Distributor any further information that Distributor may reasonably require to fulfill its obligations under this Amendment; (c) keeping backup or archival copies of its Cloud Orders, databases and computer records in accordance with commercially reasonable computing practices; and (d) notifying Distributor in advance of any significant configuration or definition changes in the Hosted Solution or Cloud Services.

5. COMPLIANCE WITH LAWS AND REGULATORY REQUIREMENTS; PAYMENT OF REGULATORY FEES

5.1. **COMPLIANCE WITH LAWS AND REGULATIONS.** RESELLER SHALL COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS IN THE TERRITORY, INCLUDING COMPLIANCE WITH ANY LAWS, REGULATIONS, TAXES, FEES OR OTHER REQUIREMENTS RELATED TO THE USE, MARKETING AND PROVISION OF CLOUD SERVICES AND OTHER REGULATED SERVICES AND THE PROVISIONING, USING, ACTIVATING, DEACTIVATING AND DE-COMMISSIONING OF THE HOSTED SOLUTION (OR ANY PORTION THEREOF) AT ITS SUBCONTRACTOR'S, OR CLOUD END USERS' PREMISES AND ANY REGULATIONS PROMULGATED BY THE FEDERAL COMMUNICATIONS COMMISSION IN THE U.S., AND ANY STATE PUBLIC UTILITY COMMISSION IN THE INDIVIDUAL U.S. STATES, AS WELL AS SIMILAR, CORRESPONDING GOVERNMENTAL AGENCIES IN OTHER COUNTRIES AND LOCALITIES. WITHOUT LIMITING THE FOREGOING, RESELLERS SHALL: (I) COMPLY WITH ALL APPLICABLE DATA PRIVACY AND CALL RECORDING LAWS AND REGULATIONS; AND (II) PROVIDE ANY APPLICABLE NOTICES TO AND OBTAIN ANY APPLICABLE CONSENT FROM CLOUD END USERS.

5.2. **Regulatory requirements.** Reseller's authorization under this Amendment is conditioned upon all regulatory notifications, registrations, approvals or consents (as applicable) being made, obtained and maintained by Reseller, at its own cost and during the entire Term, as may be required under any applicable law from time to time.

5.3. **REGULATORY FEES.** IN ADDITION TO RESELLER'S OBLIGATION TO PAY TAXES IN ACCORDANCE WITH THE AGREEMENT, RESELLER SHALL BE RESPONSIBLE FOR THE COLLECTION AND REMITTANCE OF ANY AND ALL GOVERNMENTAL ASSESSMENTS, SURCHARGES AND FEES PERTAINING TO ITS PROVISION, RESALE OR USE OF THE HOSTED SOLUTION OR CLOUD SERVICES. RESELLER SHALL BE RESPONSIBLE FOR ANY AND ALL GOVERNMENTAL ASSESSMENTS, SURCHARGES AND FEES THAT ARE IMPOSED ON DISTRIBUTOR OR ANY AFFILIATE INCIDENT TO THE PROVISION OR SALE OF THE CLOUD SOFTWARE AND RELATED MAINTENANCE SERVICES TO RESELLER, INCLUDING ANY GOVERNMENT ASSESSMENT OR REGULATORY FEES IMPOSED ON DISTRIBUTOR AS A RESULT OF A MATERIAL CHANGE IN THE MANNER IN WHICH CLOUD SOFTWARE, MAINTENANCE SERVICE OR DISTRIBUTOR IS REGULATED.

6. MONITORING TOOLS

The usage, provisioning, ordering, configuration or activation, as applicable, of any Cloud Software will be determined by Avaya based on the application, procedures or tools specified by Avaya ("**Monitoring Tools**"). Avaya will have sole authority and control over the installation, configuration, implementation and ongoing administration of any Monitoring Tools. If Reseller can access any Monitoring Tools, it shall do so only in accordance with Avaya's specifications or instructions and shall not have any administrative privileges within such Monitoring Tools. Reseller shall fully cooperate with Avaya during the installation, configuration, implementation, maintenance, and administration of any Monitoring Tools in accordance with Avaya's specifications and requirements and shall procure any required co-operation from Cloud End Users.

7. CLOUD FEES; INVOICING AND PAYMENT

7.1. **Prices and Cloud Fees.** Prices for the provision of the Cloud Software and applicable Maintenance Services will be as set forth on: (i) Distributor's price list or Cloud Offer Definition current as of the date of invoicing; or (ii) an accepted Cloud Order. Unless otherwise stated in the Cloud Offer Definition or accepted Cloud Order, prices are quoted on a per Unit per month basis, expressed in U.S. Dollars and exclusive of any and all Taxes. Where any price or Cloud Fee refers to a group or other combination, the price, Cloud Fee and grouping are not divisible. Cloud Fees due under this Amendment are non-cancellable and non-refundable.

7.2. **Changes.** Unless otherwise agreed to in writing by Reseller, Distributor may increase list prices, add or delete Unit types and/or modify the features of each Unit type by providing Reseller 30 day written notice, without a need for a formal amendment of this Amendment. Distributor may also decrease prices for the provision of Cloud Software and related Maintenance Services without a need for a formal amendment to this Amendment or advance notice to or the prior consent of Reseller, but Distributor shall provide written notification of any such changes and their effective date. Any changes will apply prospectively as of the effective date indicated on Distributor's notification.

7.3. **Minimum Commitment.** If the applicable Cloud Offer Definition or Distributor's quotation provides for a Minimum Commitment, the provision and pricing of the Cloud Software and related Maintenance Services will be subject to Reseller's compliance with that Minimum Commitment during the entire Term. If the Minimum Commitment is higher than the net amount that would have been invoiced by Distributor based on the number of Units actually used by Reseller during any invoicing period for the applicable Cloud Software and related Maintenance Services and Cloud Order, then Distributor will invoice, and Reseller agrees to pay, the Cloud Fees determined in accordance with the applicable Minimum Commitment.

7.4. **Calculation of Cloud Fees.** Cloud Fees will be determined by Distributor based on the calculation methodology specified in the applicable Cloud Offer Definition. If no calculation methodology has been specified, the provisions in this Section 7.4 will apply.

7.4.1. **General.** Cloud Fees will be calculated by Distributor on a calendar month basis, based on the data available from the Monitoring Tools as set out in Section 6, for each Cloud Software application, each Cloud End User and each Unit type separately. For any partial month, the monthly Cloud Fees will be calculated on a pro rata basis. Cloud Fees will also be due and payable during any Grace Period. The following calculation methodology will apply with respect to the Cloud Software applications identified below if and to the extent the below offers are generally available from Distributor at the date of the Cloud Order submission. The below list is illustrative only and not exhaustive: **UCaaS & CCaaS Software.** Distributor will invoice Reseller for the Unified Communication Software ("**UCaaS Software**") and Contact Center Cloud Software ("**CCaaS Software**"), excluding WFO Cloud Software (as detailed in Section 7.4.2 below), on a monthly concurrent or provisioned usage basis as detailed in the applicable Cloud Offer Definition. Cloud Fees will be calculated for each UCaaS Software and CCaaS Software application, each Cloud End User and each Unit type separately. Cloud Fees will be determined by multiplying the applicable price per Unit per month by the Monthly Average Daily Peak number of concurrent or provisioned Units.

7.4.2. **WFO Cloud Software.** Distributor will invoice Reseller for Workforce Optimization Cloud Software identified in the applicable Cloud Offer Definition or Distributor quotation ("**WFO Cloud Software**") as detailed below.

7.4.2.1. Where the applicable WFO Cloud Software is billed on a per Concurrent Elite Agent License basis, as set out in the Offer Definition or on an Distributor quotation, Distributor will invoice Reseller on a Monthly Peak basis. Cloud Fees will be determined, for each and every Cloud End User, by multiplying the price per applicable WFO Cloud Software per month by the Monthly Peak number of Concurrent Elite Agent Licenses used by the applicable Cloud End User.

7.4.2.2. Where the applicable WFO Cloud Software is billed on a per server basis as set out in the Offer Definition or on an Distributor quotation, Distributor will invoice Reseller on an active, in-service server basis. Cloud Fees will be determined by multiplying the price per applicable WFO Cloud Software per month by the number of active, in-service servers on which such WFO Cloud Software is installed during the applicable invoicing period in connection with Cloud Services, except that Distributor will not charge Reseller any Cloud Fees with respect to the redundant servers installed with WFO Cloud Software for back-up purposes only.

7.4.2.3. Where the applicable WFO Cloud Software is billed on a per Cloud End User basis as set out in the Offer Definition or on an Distributor quotation, Cloud Fees will be determined by multiplying the price per applicable WFO Cloud Software per month by the Monthly Peak number of Cloud End Users using such WFO Cloud Software during the applicable month.

7.4.3. VaaS Software. Distributor will invoice Reseller for Video as a Service Software applications ("VaaS Software") on a monthly provisioned usage basis. Cloud Fees will be calculated for each Cloud system deployed, each VaaS Software application and each Unit type separately. Cloud Fees for VaaS Software will be determined by multiplying the applicable price per Unit per month by the Monthly Peak number of provisioned Units.

7.4.4. IP Office and IP Office Contact Center Software. Cloud Fees will be calculated for each IP Office and IP Office Contact Center Cloud Software application and each Unit type separately. Cloud Fees will be determined by multiplying the applicable price per Unit per month by the Monthly Average Daily Peak number of ordered Units. The Unit counts are determined irrespective of how many Units are effectively used. Any IP Office and IP Office Contact Center Cloud Software application made available in any way to Reseller under this Amendment will be charged for and shall be paid by Reseller, even if unused by Cloud End User, until such time as the applicable Unit has been deactivated in accordance with the applicable Cloud Offer Definition.

7.4.5. Avaya Control Manager (ACM). Unless otherwise stated in the applicable Cloud Offer Definition or Distributor's quotation, Cloud Fees for ACM Cloud Software will be calculated on a per instance basis by multiplying the number of ACM instances active at the end of each invoicing period by the applicable price per instance per month. As it pertains specifically to ACM, an instance of ACM may run on multiple virtual machines which are, in combination, delivering the function of one ACM.

7.5. Invoicing. Unless otherwise stated in the applicable Cloud Offer Definition or Distributor's quotation, Cloud Fees will be calculated and invoiced monthly in arrears. Invoicing for each Cloud Order will start on the Commencement Date of that Cloud Order.

7.6. Information and cooperation. Upon Distributor's request, Reseller shall timely provide Distributor with all information, data, reports, and Reseller's full cooperation that may be reasonably required by Distributor to calculate the Cloud Fees. Reseller represents and warrants that to the best of its knowledge any such information and data it provides to Distributor is accurate and complete.

7.7. Consent to disclosure. As necessary and to the extent permitted by applicable law, Reseller agrees that Distributor may disclose to third parties information related to the use of Cloud Software by Reseller or Cloud End Users as it may be necessary to determine compliance with this Amendment or for the calculation or auditing of royalty or other third party software licensing payments.

8. SOFTWARE LICENSE

8.1. License Grant. Notwithstanding anything in the Avaya End User License to the contrary and subject to the terms of this Amendment, Distributor grants to Reseller a personal, nonexclusive, nontransferable, non-sublicensable, limited license for further resale of those Cloud Services to Cloud End Users in the Reseller's authorized territory or for Reseller's own internal use.

8.2. Cloud Software available to Resellers. In the event that any Cloud Software (or its portion) is installed or downloaded at a Reseller's site or device or otherwise made available to or accessible by any Reseller, Avaya shall extend the Avaya End User License to such Reseller, providing Reseller shall:

8.2.1. Subject to Section 10.9, agree to the Avaya End User License prior to or upon Distributor's acceptance of the Reseller's order including Reseller's written agreement to enforce the Resale Agreement as it pertains to Cloud Software and/or related Documentation;

8.2.2. Agree to the license types applicable to Cloud Software;

8.2.3. Not agree to any contractual limitations on Reseller's liability for violations of Avaya's Intellectual Property Rights, including through breaches of a Cloud Software license or reverse engineering;

8.2.4. Maintain a copy of each such Avaya End User License and ensure the Avaya and/or its applicable licensors will have the right to obtain a copy of the same upon request;

8.2.5. Notify Avaya promptly, if Reseller becomes aware of any breach of the Avaya End User License and, upon Avaya's request, immediately terminate such Reseller's access and right to use the Cloud Services; and

8.2.6. At the earlier of: (i) the conclusion of the Cloud Services term for Reseller; or (ii) upon termination or expiry of this Agreement, or any agreement associated with the subject matter of this Amendment, Reseller shall: (a) cease and desist all use of the Cloud Software and related Documentation; (b) in accordance with Avaya's instructions, irretrievably delete, return and/or destroy any Cloud Software installed or downloaded at that Reseller's site or on its devices or otherwise made available to or accessible by Reseller, as well as any related Documentation; and (c) promptly certify compliance with the foregoing requirements by an authorized representative of Reseller.

8.3. Cloud Software available to Cloud End Users. In the event that any Cloud Software (or its portion) is installed or downloaded at a Cloud End User's site or device or otherwise made available to or accessible by Cloud End Users, Avaya shall extend the Avaya End User License to such Cloud End User, providing that shall:

8.3.1. Obtain, subject to Section 10.9, Cloud End User's written agreement to the Avaya End User License prior to or upon Reseller's acceptance of the Cloud End User's order and Reseller's written agreement to enforce the terms and conditions of its agreement with Cloud End User as they pertain to Cloud Software and/or related Documentation;

8.3.2. Communicate to Cloud End User the license types applicable to Cloud Software;

8.3.3. Cause not to agree to any contractual limitations on Cloud End User's liability for violations of Avaya's Intellectual Property Rights, including through breaches of a Cloud Software license or reverse engineering;

8.3.4. Maintain a copy of each such Avaya End User License and ensure the Avaya and/or its applicable licensors will have the right to obtain a copy of the same upon request;

8.3.5. Notify Avaya or Distributor promptly of any Cloud End User's breach of the Avaya End User License and upon becoming aware of such breach and cause Reseller to immediately terminate such Cloud End User's access and right to use the Cloud Services. If Reseller notifies Distributor of Cloud End User's breach, Distributor shall promptly notify Avaya of the same; and

8.3.6. Obtain, subject to Section 8.3.5, Cloud End User's written agreement that, at the earlier of: (i) the conclusion of the Cloud Services term for that Cloud End User; or (ii) upon termination or expiry of the agreement between the Cloud End User and Reseller associated with the subject matter of this Amendment, Cloud End User shall: (a) cease and desist all use of the Cloud Software and related Documentation; (b) in accordance with Avaya's instructions, irretrievably delete, return and/or destroy any Cloud Software installed or downloaded at that Cloud End User's site or on its devices or otherwise made available to or accessible by that Cloud End User, as well as any related Documentation; and (c) promptly certify compliance with the foregoing requirements by an authorized representative of that Cloud End User. Upon Avaya's request, Distributor shall promptly provide such certification to Avaya and acknowledges and agrees that Avaya may share with its applicable licensors. Distributor shall obtain, or shall procure Reseller to obtain, Reseller's and Cloud End User's consent to provide such certification to Avaya and its licensors.

8.3.7. Not agree with a Cloud End User to a term of Cloud Services that is longer than the Term.

8.4. Additional License Restrictions. Cloud Software will be provided on a non-perpetual, time-bound subscription basis (unless a different invoicing period applies). Reseller's and Cloud End User's right to use such Cloud Software will at all times be subject to the timely payment of the Cloud Fees and compliance with the terms and conditions of this Amendment. Upon expiry or termination of any Cloud Order or this Amendment for any reason, all applicable Cloud Software licenses will terminate immediately and all related Maintenance Services and any other Avaya obligations will discontinue.

8.5. Third Party Software Licensing Requirement. Not Applicable.

8.6. Ownership of Cloud Software. Reseller acknowledges that the Cloud Software, and all copies thereof, including translations, compilations, derivative works and partial copies, are and will at all times remain the property of Avaya or its licensors.

8.7. Notification. Reseller shall provide Avaya with written notice of any misappropriation of confidential information or infringement of Intellectual Property Rights by Reseller or Cloud End User as it pertains to Cloud Software and/or any related Documentation or any use of Cloud Software and/or related Documentation that exceeds the scope of the licenses authorized, as soon as reasonably practicable upon becoming made aware of the misappropriation or infringement.

8.8. Termination of License. Avaya may terminate the license granted under this Section 8, any Cloud Order, this Amendment and/or the Agreement if, within 5 business days of Reseller's receipt of a reasonably detailed written request to cure, Reseller has not: (i) cured all breaches of license limitations or restrictions; (ii) terminated access to Cloud Services and right to use Cloud Software in accordance with Section 8.2.5; or (iii) terminate Cloud End User's access to Cloud Services and right to use Cloud Software in accordance with Section 8.3.5 and provide reasonable assistance in such termination.

8.9. Capex Software. Certain Software licenses may be available for purchase from Avaya on an upfront one-time license fee basis subject to the terms and conditions of this Amendment ("**Capex Software**"). Except as otherwise stated in this Section, Reseller shall procure the written agreement of Cloud End Users that use of the Capex Software must be consistent with this Amendment, Documentation and associated material code description. Reseller shall allocate the Capex Software licenses to a specific Cloud End User and may not re-allocate them for use by any other Cloud End User, except as otherwise expressly agreed to by Avaya in writing. Reseller shall maintain a current Maintenance Services support coverage for the Capex Software for the entire term of the Cloud Services. Invoicing, license duration and warranty for the Capex Software licenses will be subject to the applicable provisions in the Agreement, except that no warranty will extend to Cloud End Users.

9. AUDIT RIGHTS

Avaya, or an independent auditor acting on Avaya's behalf, may audit Reseller and, where applicable, its Cloud End Users, in connection with usage monitoring and invoicing under this Amendment and/or in order to determine compliance with this Amendment. Reseller shall, and shall procure that Cloud End Users, provide Avaya, or an independent auditor acting on Avaya's behalf, access to any information, data as well as the data centers and premises housing the Hosted Solution and each system configuration containing Cloud Software, on-site and/or remotely, for any actions reasonably required by Avaya to conduct such audits. On-site audits may be conducted upon 5 business days' notice. No notice is required for remote audits. If Avaya suspects a breach by Reseller or Cloud End User under the Avaya End User License as it relates to this Amendment, then upon Avaya's request, Distributor shall: (i) audit such Cloud End User; or (ii) procure that Reseller audits such Cloud End User. Upon Avaya's request, Distributor shall, and where applicable shall obligate Reseller to, provide the results of the audit to Avaya. Resellers and Cloud End Users shall fully cooperate with Avaya in connection with any audits conducted by or on behalf of Avaya.

10. WARRANTIES AND LIMITATIONS

10.1. Warranty. Avaya has warranted to Distributor that during the applicable warranty period: (i) Cloud Software will conform to and operate in accordance with the applicable Documentation in all material respects; (ii) Maintenance Services will be carried out in a professional and workmanlike manner by qualified personnel.

10.2. Warranty Period. Unless otherwise agreed in writing, the warranty period is 30 days beginning on the date of provision of the Cloud Software or performance of the Maintenance Service, as applicable, provided that no warranty period will be longer than the Term.

10.3. Cloud Software. If any Cloud Software is not in conformance with the warranty above and during the warranty period Avaya receives from Distributor or Reseller a written notice describing in reasonable detail how the Cloud Software failed to be in conformance, Avaya shall, at its option, repair or replace the Cloud Software to achieve conformance. Distributor must provide Avaya with: (i) information in sufficient detail to enable Avaya to reproduce and analyze the failure; and (ii) remote or on site access to the Cloud Software, as requested by Avaya. Repaired Cloud Software is warranted as above for the remainder of the original warranty period. If Avaya determines that repair or replacement of the Cloud Software is not commercially reasonable, Avaya will direct Distributor to terminate the Cloud Order for the affected Cloud Software, subject to payment of Cloud Fees up until termination.

10.4. Maintenance Services. To the extent that Avaya has not performed Maintenance Services in conformance with the above warranty and, within the warranty period, receives a written notice from Distributor identifying the non-conforming Maintenance Services in reasonable detail, Avaya shall re-perform the non-conforming Maintenance Service.

10.5. Warranty Procedures. Distributor shall return or otherwise make available the Cloud Software subject to a warranty claim to Avaya in accordance with Avaya's then current return procedures as defined by the Channel Policies, or as otherwise advised by Avaya, accompanied by evidence that Cloud Software remains entitled to warranty protection.

10.6. Costs. Within the applicable warranty period Avaya shall not charge for any repair, replacement, error identification or correction of the Cloud Software or Maintenance Service subject to a warranty claim. If Avaya determines that Cloud Software or Maintenance Service is free of defects, Distributor shall pay to Avaya all costs of handling and inspection of the warranty claim at Avaya's then current rates and reimburse Avaya for all costs incurred.

10.7. Warranty to Cloud End Users. Reseller shall grant to Cloud End Users a warranty consistent with current market conditions and applicable law for similar high-quality communications services. Reseller's grant will be its own responsibility and will not be binding upon Avaya.

10.8. Support to Cloud End Users for Warranty and License Issues. Reseller shall provide support to Cloud End Users with regard to any warranty or non-conformance issues or questions concerning the Cloud Services and Hosted Solution and filing warranty claims, and with regard to any license issue or question.

10.9. NO WARRANTY TO CLOUD END USERS. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AVAYA END USER LICENSE, NEITHER DISTRIBUTOR NOR AVAYA AND ITS AFFILIATES GRANT ANY WARRANTY WHATSOEVER TO RESELLER AND/OR CLOUD END USERS, INCLUDING WITH RESPECT TO CLOUD SOFTWARE AND RELATED MAINTENANCE SERVICES, AND/OR RESELLER'S HOSTED SOLUTION. ANY GRANT OF WARRANTY BY DISTRIBUTOR OR AVAYA OR ITS AFFILIATES IN THE AGREEMENT, AVAYA END USER LICENSE OR THIS AMENDMENT DOES NOT EXTEND TO CLOUD END USERS.

10.10. Exclusions and Disclaimers. Any warranty exclusions and disclaimers set out in the Agreement apply to the Cloud Software and Maintenance Services. In addition, neither Distributor nor Avaya is responsible under this Amendment for any software, equipment, hardware or services that Reseller may have separately purchased apart from this Amendment or is re-using. Reseller is responsible to ensure that any such software, equipment or hardware is in good working order and compatible with the Cloud Software.

11. NON-PRODUCTION SOFTWARE

11.1. At its discretion and upon prior written notice, Distributor may provide, at no charge to Reseller, a defined number of Cloud Software licenses for a limited period of time ("**Non-production Term**") solely for Reseller's internal testing of such Cloud Software in a non-production environment or other non-commercial internal purposes ("**Non-production Software**"). Except as otherwise stated in this Section 11, Non-production Software will be governed by the Software license provision set out in Section 8, and will be subject to the restrictions detailed in the Avaya End User License. Without Distributor's prior written consent, Reseller may not disclose the results of the Non-production Software use to any third party. Non-production Software licenses will expire automatically at the earlier of: (i) end of the Non-production Term; or (ii) at the time indicated in Distributor's notice to Reseller. Reseller may not charge for any service using any Non-production Software.

11.2. Unless otherwise expressly agreed to by Distributor in writing, Non-production Software may not be installed, downloaded or otherwise made available for use by any Cloud End User. Notwithstanding the foregoing, if Distributor gives Reseller prior written approval to conduct a limited pilot using any Non-production Software that involves any Cloud End User, Reseller shall: (i) not charge Cloud End Users during such pilot; (ii) ensure that Cloud End Users are contractually obliged to comply with the terms at least as protective as the terms in this Amendment and, except as expressly altered in this Amendment, the Avaya End User License; (iii) upon Distributor's request, enforce such terms against Cloud End Users; and (iv) ensure that Cloud End Users are contractually obliged to immediately stop using the Non-production Software at the end of the Non-production Term or as notified by Distributor in accordance with Section 11.1. Any feedback or other suggestions provided by Cloud End Users to Reseller during or as a result of the use of any Non-production Software will become Distributor's property and Reseller shall obtain written consent to the foregoing from Cloud End User, as applicable. Distributor may use such feedback at its discretion, including by assigning, licensing or otherwise transferring any products so changed or modified to third parties without obligation or recourse to Reseller.

11.3. By providing any Non-production Software that is not generally available ("**Non-GA Software**"), Distributor does not promise or guarantee that it will make any Non-GA Software generally available to anyone in the future. Distributor has the sole discretion to determine if any Non-GA Software will become generally available and no express or implied obligation to announce the general availability of any Non-GA Software or any similar or compatible product. Reseller's, Reseller's or Cloud End User's access to any Non-GA Software will not be construed as Distributor's acceptance of a Cloud Order for the generally available version of that Non-GA Software (if any).

11.4. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NON-PRODUCTION SOFTWARE IS PROVIDED "AS IS", WITHOUT ANY WARRANTY OR INDEMNIFICATION, AND DISTRIBUTOR, ITS AFFILIATES, LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ANY AND ALL EXPRESS, STATUTORY, IMPLIED OR OTHER WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO WAY WILL DISTRIBUTOR, ITS AFFILIATES, LICENSORS AND SUPPLIERS BE RESPONSIBLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF PROFIT OR REVENUE, LOSS OR DAMAGE TO DATA, TOLL FRAUD OR UNAUTHORIZED SYSTEM USE ARISING FROM OR IN CONNECTION WITH ANY NON-PRODUCTION SOFTWARE WHETHER ARISING IN TORT, INCLUDING NEGLIGENCE, CONTRACT OR OTHERWISE. EXCEPT FOR PERSONAL INJURY CLAIMS AND WILLFUL MISCONDUCT, IN NO EVENT WILL DISTRIBUTOR'S TOTAL LIABILITY ARISING FROM OR IN CONNECTION WITH ANY NON-PRODUCTION SOFTWARE EXCEED FIVE HUNDRED UNITED STATES DOLLARS (\$500). THE PARTIES AGREE THAT THE LIMITATIONS SPECIFIED IN THIS SECTION 11.4 WILL APPLY EVEN IF ANY LIMITED REMEDY PROVIDED IN THIS AMENDMENT OR THE AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

12. INDEMNIFICATION

Reseller shall defend, indemnify, and hold Distributor, its affiliates and their respective directors, officers, employees and agents, harmless from any and all losses, claims, actions, damages, costs, taxes, expenses (including attorney's fees and court costs), fines, penalties, sanctions, interest or other monetary remedies imposed by a governmental or regulatory body, arising from or in connection with: (i) Reseller's failure to comply with Sections 4.3, 5, 8, and/or 11; (ii) any warranties, representations, commitments or protections granted by Reseller to Cloud End Users in connection with the subject matter of this Amendment or any Cloud Services; (iii) a claim, suit or proceeding by a third party against Distributor or its affiliates alleging that the Cloud Services infringe an intellectual property right of such third party; or (iv) government assessments, and/or regulatory fees, together with interest and penalties, imposed on Distributor, Reseller or Avaya, its affiliates, and/or their respective suppliers as a result of Reseller's failure to report and remit any government assessments, and/or regulatory fees applicable to the Hosted Solution or Cloud Services.

13. DISCONTINUATION

At any time during the term of this Amendment Avaya may discontinue the sale or licensing of any generally available offering, Maintenance Services or Cloud Software, or modify generally available offerings, including the underlying Cloud Offer Definitions or Service Descriptions, without liability to Distributor, Reseller, Cloud End User or any other person or entity. Distributor shall then notify Reseller in accordance with the then current discontinuation policy of such end of sale date or modification for any Maintenance Services, Cloud Software or generally available offering by written notice to Reseller. Avaya's current product lifecycle policy is located at <http://support.avaya.com> or a successor site as designated by Avaya from time to time.

14. TERM AND TERMINATION

14.1. Term of Amendment. This Amendment enters into force on the date last party signs it and remains in force for the duration of the Agreement, unless terminated earlier in accordance with the terms of this Amendment.

14.2. Term of Cloud Orders. Unless otherwise stated in the applicable Cloud Offer Definition or an accepted Cloud Order: (i) the initial Term of any Cloud Order will start on the Commencement Date and will end 12 months thereafter; and (ii) Cloud Orders will renew automatically for subsequent 12 month terms at Distributor's then current price list for the relevant Cloud Software and related Maintenance Services and Minimum Commitment (if any), unless either party gives written notice to the other party of its intent not to renew no later than 90 days in advance of each anniversary of the Commencement Date. The Term of any subsequent Cloud Order will be co-terminous with the Term of the underlying initial Cloud Order. Notwithstanding the foregoing, Cloud Orders may be terminated by Reseller in accordance with this Amendment, subject to Reseller's payment of Early Termination Fees (if any).

14.3. Early Termination Fees. In case of an early termination of a Cloud Order, Reseller shall pay Distributor the Early Termination Fees set out in the applicable Cloud Offer Definition or Distributor's quotation (if any), except that no Early Termination Fees will apply in relation to any Cloud Order terminated: (i) in accordance with Section 10.3; or (i) for Distributor's uncured material breach in accordance with Section 14.5. Distributor may set off the Early Termination Fees against any amounts due by Distributor to Reseller under this Amendment or otherwise, subject to a written notification to Reseller.

14.4. Termination for convenience. Unless the applicable Cloud Offer Definition states otherwise: (i) Reseller may terminate any Cloud Order for its convenience by providing Distributor at least 3 months advance written notice of its intent to terminate, subject to Reseller's payment of all Cloud Fees due up until the effective date of termination and the applicable Early Termination Fees (if any); and (ii) any such termination will be effective on the last day of the last month in the termination notice period. In case of an early termination by Reseller for its convenience, Distributor will be under no obligation to refund to Reseller any prepaid amounts.

14.5. Termination for breach. Either party may terminate this Amendment and/or any underlying Cloud Order by written notice to the other party, effective immediately upon receipt, if the other party fails to cure any material breach of this Amendment and/or Cloud Order within a 45 day period after having received a written notice from the non-breaching party detailing the breach and requesting the breach to be cured. Notwithstanding the foregoing, Distributor may terminate this Amendment and/or any underlying Cloud Order by written notice to Reseller effective immediately upon receipt if Reseller has not provided Distributor with access to the Cloud Software or Monitoring Tools, whether remotely or on-site, as requested by Distributor, or has otherwise interfered with Distributor's ability to correctly track the usage of Cloud Software or auditing Reseller's or Cloud End User's compliance with Distributor End User License.

14.6. Effects of termination. If this Amendment expires or terminates during the Term of any Cloud Order, the parties agree that, except as set forth in this Section, this Amendment will remain in effect solely for purposes of enabling the underlying Cloud Orders. Notwithstanding the foregoing, termination or expiry of this Amendment for an uncured material breach in accordance with Section 14.5 will be deemed to terminate all underlying Cloud Orders, unless the parties expressly agree otherwise in writing. Termination or expiry of any Cloud Order will be deemed to terminate all Cloud Software licenses granted under that Cloud Order. Upon termination or expiry of this Amendment for any reason, Reseller shall immediately and permanently destroy all copies of Cloud Software and any related materials, including Documentation, in Reseller's possession or control and, upon Distributor's request, certify such destruction in writing. Rights of termination under this Amendment will be without prejudice to any accrued rights or liabilities of either party to the other arising out of this Amendment. Unless otherwise agreed to by Distributor in writing, upon termination or expiry of this Amendment Reseller shall: (i) discontinue all use of the Licensed Trademarks in connection with the Cloud Software and related Maintenance Services; (ii) cease holding itself out in any manner as an authorized Distributor Cloud or CaaS service provider and notify and arrange for all persons who may identify, list or publish Reseller's name as an authorized Distributor Cloud or CaaS service provider to discontinue such designation; and (iii) return to Distributor all promotional or other materials supplied by Distributor specifically in connection with the Cloud Software and this Amendment. Upon termination or expiry of this Amendment, Distributor may inform any and all Cloud End Users that Reseller is no longer an authorized Distributor Cloud or CaaS service provider and may provide Reseller and/or Cloud End Users with alternative support options to transition to a new service. Provisions in this Amendment concerning ownership, indemnification, limitation of liability, termination, payments due, warranty disclaimers, notices, and any other terms which, by their nature, are intended to survive termination or expiry of this Amendment or a Cloud Order will survive such termination or expiry.

15. OTHER PROVISIONS

15.1. Notices. Unless specified elsewhere in this Amendment, any notice under this Amendment will be in writing in English (notwithstanding the language of this Amendment) and addressed to the other party at its address set forth below (or to any other address that the receiving party may designate from time to time in accordance with this Section). Notices will be delivered by: (i) personal delivery; (ii) courier or first class mail (with all fees or postage prepaid); (iii) facsimile (with confirmation of transmission); or (iv) an e-mail of a duly signed PDF document (with receipt confirmed). Notices will be deemed to have been given, as applicable, on the earlier of: (a) the date of receipt; (b) two working days after sending by courier; (iii) five working days after first class posting; (c) next working day after sending by facsimile or email.

FOR DISTRIBUTOR:

Westcon Group Inc.
520 White Plains Road
Tarrytown, NY 10591
United States
FASCIMILE:
EMAIL: susie.bonder @westcon.com

FOR RESELLER:

15.2. Electronic signature. This Amendment and any amendment thereto may be executed in multiple counterparts, each of which will constitute an original and all of which will constitute but one document. Subject to any applicable local law requirements, the parties agree that this Amendment and any amendments hereto may be executed by electronic signature, which will be binding between the parties as if handwritten. Any modifications or amendments to this Amendment must be in writing and physically or electronically signed by both parties. In no event will electronic mail constitute a modification or amendment to this Amendment.

15.3. Amendment to the Agreement. The Agreement (including all attachments and other documents referenced therein as well as any amendments thereto) is amended by this Amendment. Except as modified by this Amendment, all other terms of the Agreement remain unaffected.

15.4. Entire Agreement. This Amendment along with the Agreement incorporated into this Amendment by reference (except as otherwise stated in this Amendment) constitutes the entire understanding of the parties with respect to the subject matter of this Amendment and will supersede all previous and contemporaneous communications, representations or understandings, either oral or written, between the parties relating to that subject matter and will not be contradicted or supplemented by any prior course of dealing between the parties.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged.

SIGNATURE PAGE

BY CLICKING THE “I HAVE READ AND ACCEPT THE TERMS OF ADDENDUM” CHECKBOX DISPLAYED BELOW ON BEHALF OF YOUR COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE REQUISITE AUTHORITY TO BIND SUCH ENTITY TO THIS CLOUD SERVICES ADDENDUM IN WHICH CASE THE TERMS “CSR”, “YOU” OR “YOUR” SHALL REFER TO SUCH COMPANY OR LEGAL ENTITY. IF YOU DO NOT HAVE AUTHORITY TO ENTER INTO THIS ADDENDUM, OR IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT CLICK THE “I HAVE READ AND ACCEPT THE TERMS OF ADDENDUM” CHECKBOX AND DO NOT PURCHASE, SELL OR USE MANAGED SERVICES OR SERVICES UNDER ANY CIRCUMSTANCES.

☐ **I HAVE READ AND ACCEPT THE TERMS OF ADDENDUM**

Effective Date:_____

OR

IN WITNESS WHEREOF, the CSR have caused this Addendum to be executed by their duly authorized representatives.

CSR

Signature:_____

Print Name:_____

Company and Title:_____

Date:_____