

NIMANS ZOOM SUB AGENT AGREEMENT

Contract Reference:	
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Reseller	Name	Click here to enter text.		
	Registered Number	Click here to enter text.		
	Address	Click here to enter text.		
		Click here to enter text.		
		Postcode	Click here to enter text	
Reseller Representative	Name	Click here to enter text.		
	Title/Position	Click here to enter text.		
	Phone	Click here to enter text.		
	Email	Click here to enter text.		

Master Agent	Company	Nimans Limited		
	Registered Number	1876587		
	Address	Agecroft Road		
		Pendlebury, Swinton		
		Postcode	M27 8SB	
Master Agent Representative	Name	Tom Maxwell		
	Title/Position	Head of Dealer Sales		
	Phone	0161 925 1482		
	Email	Tom.maxwell@nimans.net		

Contract Particulars	Effective Date	The date of signature by the Reseller
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<ul style="list-style-type: none"> Nimans Limited is a company registered in England and Wales (company number 01876587) with its registered office at Agecroft Road, Pendlebury, Swinton, Manchester M27 8SB. This Sub Agent Agreement, consisting of the terms and conditions set forth below and the attached schedules and exhibits, each of which is incorporated into and made a part hereof by reference (the "Agreement"), is entered into as of the Effective Date. The Reseller partner is herein referred to as "The Reseller" but is known by Zoom as the "Sub agent". The Master Agent is herein referred to as "the Company". The Company and the Reseller are collectively referred to as "Parties", and individually as a "Party". By executing this Agreement the Reseller agrees and accepts that it has read and fully understood Agreement agrees to be bound by the terms contained herein. 	
Accepted for and on behalf of the Reseller	Accepted for and on behalf of Nimans Limited
{{_es_:signer1:signatureblock}}	{{_es_:signer2:signatureblock}}

1. SCOPE OF APPOINTMENT AND RELATIONSHIP

1.1 Scope of Appointment. Company appoints the Reseller as an independent contractor for the purpose of marketing and soliciting orders (collectively, "Market") for the services as specifically described on Zoom's website <https://zoom.us>, or as such services may be amended by Company ("Services"), and the Reseller accepts this appointment.

1.2 No Exclusive Appointment. The Reseller will not have an exclusive right to Market the Services, and no franchise is granted to the Reseller. Company expressly reserves the right to Market the Services itself, and to contract with others to Market the Services.

1.3 Independent Contractor; Expenses. This Agreement does not create a relationship between the Parties as one of employer and employee, franchisor and franchisee, partners or joint venturers. This Agreement does not establish The Reseller as Company's representative or agent for any purpose other than to Market the Services. The Reseller is not authorized to make contracts in Company's name, transact any business in the name of Company, or to assume or create any obligation or responsibility binding upon Company. The Reseller is responsible for the expenses and obligations it incurs in Marketing the Services.

2. RESPONSIBILITIES

2.1 Reseller Responsibilities The Reseller agrees to use commercially reasonable efforts to (i) Market the Services (the extent to which will be determined in The Reseller's sole discretion); (ii) obtain and submit complete and accurate documentation, as outlined in the sales materials provided by Company.

2.1.1 The Reseller will not: (i) intentionally misrepresent Company prices or Services or make any representation, statement or warranty made regarding Company or the Services which was not expressly authorized by Company or contained within Company's marketing materials; (ii) recklessly, knowingly or intentionally engage in deceptive, illegal, or misleading marketing practices in obtaining "Customers" (defined as those customers who were brought to Company by The Reseller); or (iii) intentionally violate any Company guideline or policy provided to The Reseller in writing or posted on Company's website.

2.1.2 Non-Solicitation. The Reseller agrees that for as long as Company is paying Commissions to The Reseller, The Reseller will not solicit Customers to terminate Services or their relationship with Company. Notwithstanding the foregoing or anything in this Agreement to the contrary, the following will not be a breach of this Agreement, (i) The Reseller sells or attempts to sell to a Customer a service of another provider that Company is not providing to such Customer at the time of the attempted sale to said Customer; (ii) The Reseller sells or attempts to sell to Customer a service of another provider to replace a service that such Customer had been purchasing from a provider other than Company at the time of the attempted sale to said Customer; (iii) if Customer is eligible to terminate its Services agreement with Company under Company's Terms of Service and elects to do so in accordance with such terms, then The Reseller

may help Customer move to a different service provider; or (iv) if a Customer is near the end of its term and requests a competitive bid from The Reseller, and The Reseller accommodates such request.

2.1.3 Company Information. As used herein, "Company Information" means any and all information that is provided to The Reseller by or on behalf of Company pursuant to this Agreement. Company Information includes but is not limited to Customer Information and Personal Information (as each term is defined in Exhibit B). The Reseller agrees to protect all Company Information as detailed herein and in Exhibit B – Data Protection Addendum.

2.1.4 Lawful Procurement of Customer Leads. The Reseller represents and warrants, on behalf of itself that all Leads have been lawfully procured by The Reseller, and that The Reseller has the necessary legal basis/authorizations to disclose any and all customer information to Company. "Lead(s)" means any information related to a potential customer provided by The Reseller to Company for the solicitation of Services to such potential customer by Company. Additionally, The Reseller must obtain consent from the potential customer, the Company and Zoom for The Reseller to be involved in any conversations between the potential customer and the Company/Zoom with respect to the business transaction. Notwithstanding any other provision of this Agreement to the contrary, once Zoom is in a business relationship with a Customer, Zoom is not obligated to provide any information related to the Customer (including but not limited to subscription terms, contracts, invoices, billing records, disputes, etc.) to The Reseller and/or its Subagents unless Zoom has the necessary legal basis/authorizations to do so.

2.2. Company Responsibilities. Company will pay Commissions to The Reseller as provided in this Agreement, and use commercially reasonable efforts to (i) process Company's orders; (ii) bill, collect from and provide customer service to Customers; and (iii) except as expressly contemplated by this Agreement, Company agrees not to circumvent The Reseller by soliciting or otherwise doing business with: (a) any prospective Customer who Company was not actively engaged with at the time The Reseller submitted such prospective Customer to Company or a Customer who was previously registered by The Reseller and approved by Company pursuant to this Agreement; or (b) who the Company learned of or who The Reseller introduced to Company pursuant to this Agreement, unless the Reseller initiates the request to sign a direct agent agreement with Company and provides written approval for such direct agent agreement request. Notwithstanding the foregoing, in the event that this Agreement is terminated for any reason, Company may continue to provide the Services subscribed to by each Customer through a service agreement with Company, and Customer and Company may elect to renew service agreements for additional terms notwithstanding any termination of this Agreement.

2.2.1 Zoom's Right of Rejection. Zoom reserves the right, without any liability to The Reseller, to reject any order or potential Customer obtained by The Reseller, except that Zoom will not have the right to reject an order or potential Customer in order to assign such order or potential Customer to another Reseller, unless such potential

Customer is an existing customer of Zoom or Zoom is actively engaged with Customer at the time of The Reseller's submission.

2.3 Program Guides. The Reseller agrees to use commercially reasonable efforts to follow the business processes set forth in the Zoom The Reseller Program Guide which may be found at <http://bit.ly/2Ri4WdH> (the "Program Documentation"); and failure by The Reseller to follow the Program Documentation will not be deemed a breach of this Agreement provided that The Reseller used commercially reasonable efforts consistent with industry standards to follow the Program Documentation. The Zoom Global Referral Program Guide and the Zoom Lead Referral Guidelines (collectively, the "Partner Program Documents") will govern the criteria around the qualification and validity of the leads submitted by the Reseller. Zoom may update the Partner Program Documents from time to time and the Company will provide The Reseller with at least twenty (20) days prior written notice of any material changes. In the event of a direct conflict between the terms and conditions of this Agreement and the terms and conditions in the Program Documentation, the terms and conditions of this Agreement shall govern to the extent required to resolve the conflict.

2.4 Use of Zoom Services. All use of the Zoom Services will be subject to Zoom's current Terms of Service (available at: <https://zoom.us/terms>) and all applicable Zoom policies (available at <https://zoom.us/legal>), if such terms and policies are accepted by Agent through their signed Zoom ordering document(s).

3. COMMISSIONS.

3.1 Company will pay to The Reseller a monthly commission on the gross eligible commissionable revenue collected from Customers in accordance with the Commission plan in Exhibit A ("Commissions").

3.2 Change in Commissions. Company will have the right, upon providing twenty (20) days prior written notice to the Reseller, to decrease Commission percentages for new Customers brought to the Company after the effective date of such Commission change. Company may also decrease the Commission amount owing on a case-by-case basis as set forth in Exhibit A.

3.2.1 Reseller Inactivity; Customer Dissatisfaction. If (i) the Reseller is not actively engaged with a Customer or if a Customer expresses dissatisfaction with the Reseller (provided that an executive officer of Customer provides notification of its dissatisfaction to Company); (ii) such Customer requests to Company to be represented by a different Reseller or to be removed from the Reseller's representation; (iii) and The Reseller subsequently does not cure the inactivity or dissatisfaction within twenty (20) days of The Reseller becoming aware (where the Parties, including Customer, agree that a cure can be the assignment of a different Reseller), Company may, in its sole discretion, remove the Reseller from the applicable Customer account and discontinue Commissions with respect to any new or additional Services sold to the Customer. Commissions for Services already sold at the time the Reseller is removed will be paid as set forth herein.

3.3 Payment of Commissions. Commissions will be paid to The Reseller by the thirtieth (30th) day of the month following the month that Company receives payment for the Services from Zoom.

3.4 Chargebacks and Errors. If Company pays Commissions to The Reseller for Customer billings that are subsequently refunded or credited back to any Customer for any reason, then within one hundred and twenty (120) days of making the Commission payment, Company may deduct the amount of such Commissions from future Commissions owed to The Reseller. The Reseller must provide written notice of Commission payment or chargeback errors to Company within thirty (30) days from the Commission payment or chargeback date. If The Reseller fails to make the forgoing complaint within the time period stated, then Company will have no obligation to take any action to address the complaint, and the original Commission payment or chargeback will be considered complete and satisfied.

3.5 Taxes and Withholding. The Reseller acknowledges that any income or other tax which Company is required by law to pay or withhold on behalf of The Reseller with respect to the Commissions may be deducted from the amount of the Commissions. If The Reseller qualifies for either an exemption or a reduced rate of withholding of United States tax that Zoom would otherwise be required to withhold on behalf of The Reseller, The Reseller agrees to provide to Zoom the appropriate tax certification documents (including but not limited to Forms W-9, W-8BEN, W-8ECI, etc.) or any other information requested by Zoom (or the Company on Zoom's behalf). To the extent required, The Reseller will supply a valid VAT or GST invoice to Company on a monthly basis. Notwithstanding any other term of this Agreement to the contrary, Company reserves the right to delay payment to The Reseller if The Reseller fails to provide Company with such documents or information.

3.6 The Reseller is responsible for ensuring correct sales, use, excise, value added, gross receipts, services, consumption and other similar transaction taxes ("Transaction Taxes") however designated that are properly due and payable upon the Services provided under this Agreement, and required by law to be collected by The Reseller, are applied, excluding however taxes based upon The Reseller's net income and any taxes or amounts in lieu thereof. Such Transaction Taxes shall only become due and payable by Company upon the receipt of an invoice from The Reseller in accordance with local rules and regulations. The Reseller agrees to cooperate with Company, and Company agrees to provide any appropriate exemption documentation, to avail of any exemptions that may apply with respect to such Transaction Taxes.

4. REPRESENTATIONS AND WARRANTIES. Each Party represents that: (i) it will comply with all international, federal, state or local laws, rules and regulations, including CPNI rules and the Foreign Corrupt Practices Act, applicable to its performance under this Agreement; (ii) it will perform its obligations under this Agreement in a professional manner; (iii) it has full authority to perform its obligations under this Agreement; (iv) it is not bound by any other agreements or obligations that interfere with this Agreement; and (v) the person executing this Agreement has the authority to bind it.

4.1 Warranty Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 4.1, THE PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, TITLE, PERFORMANCE, QUALITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR ACCURACY OF INFORMATIONAL CONTENT. EXCEPT FOR ANY WARRANTIES PROVIDED IN COMPANY'S STANDARD TERMS OF SERVICE, COMPANY MAKES NO WARRANTY OR

REPRESENTATION REGARDING THE SERVICE OR THAT THE SERVICES WILL MEET THE RESELLER'S OR CUSTOMERS' REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR OR DEFECT.

5. TERM. The term of this Agreement is one (1) years from the Effective Date ("Initial Term"), unless terminated earlier pursuant to Section 6.3. After the Initial Term concludes, the Agreement will automatically renew for successive one (1) year periods (collectively with the Initial Term, the "Term"), until terminated by either Party under Sections 6.1 or 6.3.

6. TERMINATION AND EFFECT OF TERMINATION

6.1 Termination for Convenience. Either Party may terminate this Agreement at any time after the Initial Term upon providing forty-five (45) days written notice to the other Party of its intent to terminate.

6.2 Effect of Termination for Convenience. If either Party terminates the Agreement for convenience, Company will pay to The Reseller Commissions at The Reseller's then-current Commission percentage for a maximum period of three (3) years from the date of termination of the Agreement. Notwithstanding the foregoing, in the event The Reseller is found to be in breach of its surviving obligations after termination of this Agreement and while the Reseller is being paid Commissions by Company, which breach is not cured by the end of the Cure Period (defined in Section 6.3.2), and in which case, Company may immediately discontinue paying Commissions to The Reseller on the account that was the subject of the breach.

6.3 Termination for Cause. Either Party may terminate this Agreement for cause as follows:

6.3.1 Immediate Termination. Immediately upon receipt by the defaulting Party of notice given by the terminating Party after the defaulting Party has:

- (i) executed an assignment for the benefit of creditors or filed for relief under any applicable bankruptcy, reorganization, moratorium, or similar debtor relief laws (except Chapter 11);
- (ii) had a criminal indictment or conviction of the Party or any officer, director or major shareholder of the Party that materially affects the Party's ability to carry out its obligations under this Agreement; or
- (iii) failed to comply with any applicable federal, state or local laws, rules and regulations applicable to the Party's performance under this Agreement.

6.3.2 Termination after Failure to Cure. Upon providing written notice and a twenty (20) day cure period ("Cure Period"), in the event of a breach of any provision of this Agreement (except those provisions set forth in 6.3.1, for which a cure period is not applicable) by the other Party, which breach is not substantially cured during the Cure Period. The Agreement will terminate on the day following the last day of the Cure Period.

6.4 Effect of Termination for Cause. Company will have no further obligation to pay Commissions to The Reseller if Company terminates the Agreement for cause under Section 6.3 until such time as Company's damages have been remedied; at which time, Company will resume paying Commissions to The Reseller. If The Reseller terminates this Agreement for cause under Section 6.3, then Company will be obligated to continue to pay Commissions as set forth in Section 6.2.

6.5 Termination Obligations. Immediately upon termination of this Agreement, The Reseller will (i) stop Marketing the Services; (ii) at Company's option, destroy or deliver to Company all materials relating to the Company & Zoom; (iii) discontinue the use of any Mark (as defined in Section 7.3) and (iv) stop representing itself as a Reseller, contractor, agent or representative of Company. Each Party will continue to comply with the surviving clauses in this Agreement, as provided in Section 11.13.

7. CONFIDENTIALITY

7.1 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, but in any event, at least reasonable care. All Company Information is Company 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 (except its employees and professional representatives with a "need to know") 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.

7.2 Confidential Information Exceptions. With the exception of any Personal Information, which will always be maintained confidentially, 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.

8. INDEMNIFICATION. The Reseller will indemnify, defend and hold the Company harmless from all third party claims, liabilities, damages, and settlements or expenses (including reasonable attorneys' fees and expenses) ("Claims") that arise directly out of: (i) the material breach of any provision of this Agreement by the Reseller; (ii) the gross negligence or willful misconduct of the Reseller or its employees/agents. Provided that the Reseller promptly and reasonably investigates and defends any such third-party claim, the Reseller will have control over the defense and settlement of the claim, except that the Reseller will not have the right to enter into a settlement that imposes any obligation on the Company. The Company will furnish, at the Reseller's reasonable request and expense, information and assistance necessary for such defense.

9. LIMITATION OF LIABILITY. TO THE EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS, ARISING FROM THE

RELATIONSHIP OR THE CONDUCT OF BUSINESS UNDER THIS AGREEMENT EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR COMMISSION AMOUNTS DUE OR TO BECOME DUE, TO THE EXTENT ALLOWED BY LAW, IN NO OTHER EVENT (WITH THE EXCEPTION OF CLAUSE 8) WILL EITHER PARTY'S TOTAL LIABILITY HEREUNDER EXCEED THE AMOUNT OF COMMISSIONS PAID TO THE RESELLER BETWEEN THE EFFECTIVE DATE OF THIS AGREEMENT AND THE DATE THE UNDERLYING CLAIM IS MADE KNOWN TO THE OTHER PARTY.

10. INSURANCE. At all times during the term of this Agreement, The Reseller must carry and maintain insurance coverage with reputable insurers under a worker's compensation policy, and comprehensive general liability insurance policy against claims for bodily and personal injury, death, or property damage caused by, arising out of or occurring in conjunction with the operation of The Reseller's business. The worker's compensation coverage must be in amounts as required by law and the general liability policy must provide coverage of a least £1,000,000 per occurrence and £2,000,000 aggregate. The Reseller will add Company as an additional insured on such policies. Upon request, The Reseller will furnish insurance certificates as evidence of such coverage.

11. MISCELLANEOUS TERMS

11.1 Assignment. Neither this Agreement nor any of the rights or obligations of either Party can be assigned or delegated to any other entity without the prior written consent of the other Party, which consent will not be unreasonably withheld or delayed, except that each Party will have the right to assign this entire Agreement to a subsidiary, affiliate, successor or purchaser of such Party. This Agreement will be binding upon assignment and will inure to the benefit of the Parties and their respective successors, permitted assigns.

11.2 Assigned Territories.

Assigned Territory: United Kingdom & Ireland

The Reseller is permitted to refer Services only to Customers within its Assigned Territory. If The Reseller's Territory includes multiple countries, the Reseller must satisfy the Program Requirements for each country.

11.3 Choice of Law; Forum. This Agreement will be governed in all respects by the laws of England & Wales. Any litigation between the Parties will be commenced and maintained in the exclusive jurisdiction of the English Courts. The Parties expressly submit themselves to the exclusive jurisdiction of such courts. The prevailing Party will be entitled to recover its attorneys' fees and costs in connection with any such litigation.

11.4 Counterparts. Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which will constitute an original, and all of which together will constitute one Agreement. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., pdf or similar format) are true and valid signatures for all purposes under this Agreement and will bind the Parties to the same extent as that of an original signature.

11.5 Document Construction. Unless the context requires otherwise, (i) the singular will include the plural and vice versa; and (ii) "or" will mean "and/or".

11.6 Entire Agreement. This Agreement constitutes the entire understanding and agreement between the Parties regarding the subject matter of this Agreement, and

supersedes all prior or contemporaneous statements, promises, understandings and agreements, whether oral or written, between the Parties with respect to the subject matter of this Agreement.

11.7 Equitable Relief. In the event of either Parties' breach of Section 7, Confidentiality, each Party agrees that monetary damages may not be an adequate remedy, and therefore, in addition to any other legal or equitable remedies, the non-breaching Party will be entitled to seek an injunction or other equitable relief in any court of competent jurisdiction enjoining and restraining the breaching Party from continuing such breach and the payment by the breaching Party of all costs associated with litigation, including attorneys' fees.

11.8 Force Majeure. Neither Party will be liable for delays nor failure to perform its obligations under this Agreement, except for the payment of any amounts owed hereunder, which delay or failure was caused by events such as acts of God, war, terrorist acts, power failure, acts of government, or any other cause beyond the reasonable control of that Party. If such an event occurs, the Party whose performance is hindered will give notice to the other Party providing the nature of the delay and an estimate of time that delay will continue, and the delayed Party will resume performance of its obligations as soon as possible after the end of the event.

11.9 Headings. The headings and captions of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement.

11.10 Modifications. Unless as otherwise specified in this Agreement, this Agreement may not be supplemented, modified or amended without the written approval of both Parties.

11.11 Notices. Notices regarding the following may be posted on Zoom's website or in the Zoom Partner Portal: (i) product pricing changes; (ii) new or modified documentation or order requirements; (iii) new or modified Zoom guidelines or processes; (iv) new Services and information; or (v) Zoom personnel change announcements. Notices regarding (a) material changes to this Agreement; (b) internal or external changes materially impacting a Party's ability to do business; (c) breach; (d) termination; or (e) any other material information required to be in writing, will be in writing and deemed to have been given if delivered personally, or on the third day after mailing by first-class, registered or certified mail, postage prepaid to either Party at the addresses given above in the heading to this Agreement or to such other address as a Party may, from time to time, designate by notice to the other Party.

11.12 Severability. If any provision of this Agreement is held invalid, illegal or unenforceable for any reason, then such provision will be treated as severable and the remaining provisions will remain in full force and effect.

11.13 Survival. All terms and provisions of this Agreement that should by their nature survive the termination of this Agreement will so survive, including but not limited to, Sections 2, 3, 6, 7, 8, 9 & 11.

11.14 Waiver. Failure by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. No waiver will be binding unless executed in writing by the Party making the waiver.

11.15 No Publicity. A Party to this Agreement shall not use the name or marks of, refer to, or identify the other Party (or any related entity) in any publicity releases, interviews, promotional or marketing materials, public announcements, testimonials or advertising without the prior written approval

[REDACTED]

In the event of any conflicts between this DPA and the Agreement, this DPA will prevail.

1. **Definitions.** Capitalized terms used but not defined in this DPA will have the meanings set forth in the Agreement.
 - 1.1. **"Customer Information"** means any Company Information that identifies or relates to Company's Customers. Customer Information may include Personal Information.
 - 1.2. **"Personal Information"** means any Company Information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, to an individual.
 - 1.3. **"Security Incident"** means any accidental or unauthorized access, acquisition, use, modification, disclosure, loss, destruction of or damage to Company Information.
2. **Limitations of Use.** The Reseller will not retain, use, disclose, permit access to or otherwise process any Company Information (i) for any purpose other than to initiate, render, bill or collect for Services ordered by Customer pursuant to the Agreement; and (ii) outside of The Reseller's direct relationship with Company. In no event may The Reseller sell Company Information to any third party for the commercial benefit of The Reseller or any third party. The Reseller certifies that it understands and will comply with all restrictions placed on its use of Company Information in the Agreement.
3. **Security.** With respect to security, The Reseller will:
 - 3.1. Hold Company Information in strict confidence, and will not disclose Company Information to any third party without both (a) written consent from Company for each disclosure; and (b) appropriate contractual safeguards imposing terms on the applicable third party at least as strict as those contained herein.
 - 3.2. Establish, maintain and comply with a written information security program that: (i) contains administrative, technical, and physical safeguards to ensure the security, confidentiality and integrity of Company Information and to protect against threats or hazards to the integrity and security of, the unauthorized or accidental destruction, loss, alteration or use of, and the unauthorized access to, Company Information. Such safeguards will be at least as secure as the measures The Reseller uses to secure its own Confidential Information.
 - 3.3. Maintain appropriate access controls, including, but not limited to, limiting access to Company Information to the minimum number of personnel who require such access, and to the minimum extent necessary, and provide personnel with appropriate training relating to information security on at least an annual basis.
 - 3.4. Test, assess, review and revise the information security program from time to time in accordance with prevailing industry standards.
4. **Contractors.** In the event that The Reseller contracts with a third party to perform the Services that will have access to Company Information ("Contractor"), The Reseller will enter into a written agreement with Contractor that includes appropriate data protection obligations that are at least as stringent as those set forth in this DPA and comply with all applicable data protection laws.
5. **Security Incident.** The Reseller will notify Company in writing without undue delay (and in any event within three (3) calendar days) whenever The Reseller reasonably believes that there has been a Security Incident. After providing such notice, The Reseller will investigate the Security Incident, take all necessary steps to eliminate or contain the exposure of the Company Information, maintain

[REDACTED]

Commission Schedule

[REDACTED]

Commission schedule available upon request

Commissions will be calculated as a percentage of the total amount paid by the Customer to Zoom for all recurring Services, excluding hardware (including hardware or device as a service models), professional services, paid support, fees for one-time, pay as you go and/or usage based services like for audio products/services, or cloud recording, during the applicable billing period, exclusive of Taxes and Fees. "Taxes and Fees" means all applicable sales, use, value-added or regulatory taxes, fees, duties, charges, surcharges or assessments levied on the provision of Services to Customer (exclusive of any income tax imposed on Zoom). Additionally, certain market segments (including but not limited to Education/Academic) are highly discounted by Zoom and the Commissions for such segments will require special review and approval by the Company to determine the Commission amount on a case-by-case basis, as set forth in Section 3.2. For clarity, Commissions are based only on revenue collected by Zoom, and as such Zoom shall not owe Commissions on any free periods or buyouts offered to Customers.

Partners will be eligible for Commission based on their Contribution to an opportunity, as defined below.

Definition of Contribution:

* Partner Referred Opportunity: An approved and closed opportunity submitted by Master Agent the Reseller via Zoom Deal Registration.

**Partner Assisted Opportunity: From time to time, Zoom account executives may have existing Zoom opportunities that are stalled where The Reseller can add additional value in the sales cycle to move the sales process forward. The decision to engage with The reseller is at the sole discretion of the Zoom Account Executive. If a Partner is engaged and given a Zoom deal registration under these situations, the opportunity will be eligible for a "Partner Assisted Opportunity" referral fee.

Exhibit B

Data Protection Addendum

As part of the Services performed under this Agreement, The Reseller will have access to Company Information. This Data Protection Addendum ("DPA") sets forth the Parties' obligations with respect to the handling of Company Information in connection with the Services.

[REDACTED]

and preserve all electronic evidence relating to the Security Incident in accordance with industry best practices and keep Company informed of the status and cause of the Security Incident. Unless required by law applicable to The Reseller, The Reseller will not notify any individual or any third party other than law enforcement of any potential Security Incident involving Company Information in any manner that would identify or is reasonably likely to identify or reveal the identity of, Company, without first obtaining Company's written permission. The Reseller will be responsible for all costs related to (i) its investigation of the Security Incident; and (ii) providing legally required notifications to regulators, individuals impacted by the Security Incident or any other third party.

6. **Disposal.** Upon termination or expiration of the Agreement, The Reseller will immediately cease handling Company Information and will securely dispose of or return to Company, any or all Company Information in The Reseller's possession, power or control. Any disposal of Company Information must ensure that such information is rendered permanently unreadable and unrecoverable. Upon request, The Reseller will certify to Company that it has fulfilled its obligations under this Section.
 7. **Personal Information.** To the extent The Reseller handles Personal Information, The Reseller will: (i) comply with all applicable privacy and data protection obligations in connection with the use of any Personal Information; and (ii) cooperate with Company with respect to any action taken relating to any request related to the processing of Personal Information, including, without limitation, deletion requests. The Reseller will promptly notify Company in writing unless specifically prohibited by law if The Reseller receives any requests or complaints related to Personal Information.
 8. **Adverse Changes.** The Reseller will notify Company promptly if The Reseller becomes aware of any circumstance or change in applicable law that is likely to prevent it from fulfilling its obligations under this DPA. In the event The Reseller provides such notice, Company will have the right to suspend the sharing of Company Information under this DPA until the noncompliance is remedied. To the extent such adjustment is not possible, Company will have the right to terminate the Agreement, without liability to Company.
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