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Each Avaya End User License Agreement shall contain, in compliance with the requirements and definitions of Section 2(b) of the Agreement, the terms and conditions set forth in Section 1 and Section 2 of this Attachment A (provided that the terms and conditions of Section 2 (the "Third Party Components") may be incorporated into the Avaya End User License Agreement by reference within the Avaya Global Software License Terms). The terms and conditions of Section 2 are in addition to, and not in lieu of, the terms and conditions of Section 1.

Supplier shall have the right to update Section 2 of this Attachment at any time on not less than 120 days prior written notice, and Avaya will update such applicable terms for all future Avaya End User License Agreement on or before the expiration of such 120 day period.

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- (iii) "Software" means computer programs in object code, provided by Avaya or an Avaya Channel Partner, whether as stand-alone products or pre- installed on hardware products, and any upgrades, updates, patches, bug fixes, or modified versions thereto.

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 - (a) You shall provide written notice within ten (10) days to Avaya of any RTU moves including but not limited to, the number and type of licenses moved, the location of the original Server and the location of the new Server, the date of such RTU moves and any other information that Avaya may reasonably request;
 - (b) You may only move RTU's to and from Designated Processors or Servers supporting the same Software application;
 - (c) You must reduce the quantity of the licenses on the original Server by the number of RTU's being moved to the new Server;
 - (d) You acknowledge that: (1) You may be charged additional fees when moving RTU's as per Avaya's then-current License Portability Policy, (2) maintenance services do not cover system errors caused by moves not performed by Avaya, (3) You are responsible for any programming, administration, design assurance, translation or other activity to make sure the Software will scale and perform as specified as a result of any license moves, and if any such transfer results in a requirement for Avaya system engineering or requires the use of on-site Avaya personnel, You will be charged the Time and Materials fees for such activity;
 - (e) If Your maintenance coverage differs on licenses on the same product instance at the location of the new Server, service updates, recasts and/or fees may apply and any fee adjustments for differences in coverage will only be made on a going forward basis as of the date Avaya receives notice of the RTU move; and
 - (f) You may move RTU's from one Affiliate to another Affiliate provided that You comply with all of the conditions of this Section, including, without limitation, providing the name and address of the new Affiliate in Your written notice under subpart (a) above, and provided such new Affiliate agrees to be bound by these Software License Terms.
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- (v) End User will keep appropriate records of all license resale including, but not limited to, the name and location of the buyer and the number and types of licenses resold.
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Any Dispute shall be resolved in accordance with the following provisions. The disputing party shall give the other party written notice of the Dispute. The parties will attempt in good faith to resolve each Dispute within thirty (30) days, or such other longer period as the parties may mutually agree, following the delivery of such notice, by negotiations between designated representatives of the parties who have dispute resolution authority. If a Dispute that arose anywhere other than in the United States or is based upon an alleged breach committed anywhere other than in the United States cannot be settled under these procedures and within these timeframes, it will be conclusively determined upon request of either party by a final and binding arbitration proceeding to be held in accordance with the Rules of Arbitration of the International Chamber of Commerce by a single arbitrator appointed by the parties or (failing agreement) by an arbitrator appointed by the President of the International Chamber of Commerce (from time to time), except that if the aggregate claims, cross claims and counterclaims by any one party against any or all other parties exceed One Million US Dollars at the time all claims, including cross claims and counterclaims are filed, the proceeding will be held in accordance with the Rules of Arbitration of the International Chamber of Commerce by a panel of three arbitrator(s) appointed in accordance with the Rules of Arbitration of the International Chamber of Commerce. The arbitration will be conducted in the English language, at a location agreed by the parties or (failing agreement) ordered by the arbitrator(s). The arbitrator(s) will have authority only to award compensatory damages within the scope of the limitations of these Software License Terms and will not award punitive or exemplary damages. The arbitrator(s) will not have the authority to limit, expand or otherwise modify the terms of these Software License Terms. The ruling by the arbitrator(s) will be final and binding on the parties and may be entered in any court having jurisdiction over the parties or any of their assets. The parties will evenly split the cost of the arbitrator(s)' fees, but each party will bear its own attorneys' fees and other costs associated with the arbitration. The parties, their representatives, other participants and the arbitrator(s) will hold the existence, content and results of the arbitration in strict confidence to the fullest extent permitted by law. Any disclosure of the existence, content and results of the arbitration shall be as limited and narrowed as required to comply with the applicable law. By way of illustration, if the applicable law mandates the disclosure of the monetary amount of an arbitration award only, the underlying opinion or rationale for that award may not be disclosed.

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The parties agree that the arbitration provision in this Section may be enforced by injunction or other equitable order, and no bond or security of any kind will be required with respect to any such injunction or order. Nothing in this Section will be construed to preclude either party from seeking provisional remedies, including but not limited to temporary restraining orders and preliminary injunctions from any court of competent jurisdiction in order to protect its rights, including its rights pending arbitration, at any time. In addition and notwithstanding the foregoing, Avaya shall be entitled to take any necessary legal action at any time, including without limitation seeking immediate injunctive relief from a court of competent jurisdiction, in order to protect Avaya's intellectual property and its confidential or proprietary information (including but not limited to trade secrets).

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A. In the event of any conflict between the terms of this Document/Supplement and the terms of any Your Avaya End User License

Agreement (Software License Terms) that incorporates these terms, the terms herein shall govern.

B. End User may create an archival, emergency back-up, and/or disaster recovery instance/copy of the Software only where You have purchased and paid for a license for such an instance/copy of the Software for such purpose. You are entitled to a non-production use instance of the Software only where You have purchased and paid for a license for such non-production instance and use of the Software. The Software security devices may deactivate the Software, where installed in a VMware environment/virtual instance, if it is detected that unauthorized copying of the Software may be occurring.

C. Software that is licensed based on usage levels permits Avaya to electronically and remotely track usage; End User shall not interfere with or otherwise attempt to prevent or disable Avaya's access to the Software for such usage tracking. "Software" means computer programs in object code, provided by Avaya or an Avaya Channel Partner, whether as stand-alone products or preinstalled on hardware products, and any upgrades, updates, patches, bug fixes, or modified versions thereto. End User shall have no rights or licenses to the source code for the Software. "Documentation" means the end user manuals (as updated from time to time by Avaya) for the Software that are generally made available by the Avaya (or its licensors or suppliers) to users of Software. Documentation does not include marketing materials.

D. You may use install and operate the Software only at the site where initially delivered or the site approved by Avaya (the "Site"). The Software shall not be moved or transferred from the Site to a different site or location without prior written consent of Avaya.

E. You are licensed to use the Software only with the licensed number of, as applicable, per "Instance" licenses, per Server licenses, Concurrent User licenses, Named User licenses as restricted for use with such Software and for which You purchased a license and have paid the applicable license fees. Unauthorized use of the Software, including, without limitation, use that exceeds or is in violation of the scope of or the limitations on authorized users/named users/concurrent user licenses (as applicable), may impact or affect the performance of the Software, and Avaya, its suppliers, or licensors shall not be responsible for any such impact or affect and Software support, maintenance and technical services provided by Avaya, if any, shall not apply to or cover any of the foregoing. You are responsible for ensuring that the Software is installed for use on hardware and with software and operating systems compliant with the specifications and requirements for such Software as set forth in the then current Documentation and otherwise published to You by Avaya and required for Your use of the Software with the number of applicable types of User licenses purchased for use with such Software. Where the Software is subject to software support or maintenance services with Avaya, You cannot use User licenses (regardless of type) purchased by You for use with the Software if the applicable User licenses are not also subject to software support or maintenance services with Avaya.

F. End User shall comply with all applicable foreign, federal, state and local laws and regulations applicable to End User and End User's use of the Software, including, without limitation, all applicable laws regarding privacy and personally identifiable information.

G. You understand and agree that Avaya (and its licensors and suppliers) uses data captured by the Software regarding how licensees use the Software in order to improve the Software, technical support and training for the Software.

H. In the event that Avaya terminates this Agreement or any Software license granted to End User hereunder, Avaya may, in addition to the other remedies set forth in this Agreement, deactivate the Software. To do so, Avaya may employ an automatic deactivation and disabling feature which may already be contained in the Software (the "Feature"). IN NO EVENT SHALL AVAYA BE LIABLE TO END USER FOR ANY LOSSES OR DAMAGES, INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS) ARISING OUT OF, RESULTING FROM OR RELATING TO THE DEACTIVATION FEATURE.

Exhibit 1 to Attachment A

CLOUD SERVICES RESALE (CLOUD PARTNER) Module

1. DEFINITIONS

- a. “Client Software” means a Software component modified by Alvaria and provided with the Subscription Services. Not all Subscription Services require the use of Client Software.
- b. “Customer Applications” means web pages, software applications (including software applications designed by Customer or its designees) and Content owned by Customer that connect to and run on the Subscription Service and are accessed by End User (including its customers and end users). Customer Applications form part of End User’s Intellectual Property Rights. Customer Applications exclude any code, information, data and Applications owned by Alvaria.
- c. “Effective Service Date” means the date Alvaria begins invoicing Partner for an End User’s Subscription Services provided by Alvaria, as further specified in Subscription Service Resale (Cloud VAR) module.
- d. “Metered Minutes” or “Minutes” means the duration in minutes of calls, inbound and outbound, that pass through the Subscription Service via Partner or End User’s use of the Subscription Service.

2. SUBSCRIPTION SERVICE AND PARTNER AUTHORIZATION

- a. Authorization. Partner is hereby authorized to resell directly or indirectly the Subscription Services and any related Services authorized on the Pricing Attachment attached to this Agreement on a non-exclusive basis in the Territory(ies) to End Users.
- b. Subscription. Alvaria will provide the Subscription Services to Partner End User or reseller as specified in the Order during the Subscription Term. Unless otherwise specified on an Order, each Subscription Service sold to an End User must consist of the same Subscription Service package type.
- c. Subscription Term. Subscription Service is available to the End User for the period specified in the Order.
- d. Effective Service Date. Unless otherwise specified on the Order, the Effective Service Date is the date Alvaria informs Partner that the Subscription Service is accessible by the End User and provides End User login access for a Subscription Service or ninety (90) days from the Order’s effective date, whichever is later. The Effective Service Date is the date the Subscription Service Term begins, which is not dependent on an End User launch or go-live date or the date the Subscription Service is ready for use in a production environment. The Effective Service Date will apply to all the Subscription Services on the Order.
- e. Maintenance Support. Alvaria will provide online and telephone support service for the Subscription Service during the Subscription Term in accordance with Attachment D
- f. Modifications. Alvaria may modify the Subscription Service, provided the modification does not materially negatively affect the Subscription Service (e.g., to maintain or improve functionality or security). Alvaria will notify Partner in writing and in advance of making any modification to the Service.
- g. New Features or Functionality. New features or functionality, generally made available free of charge to Suppliers other end users and added to Software after the beginning of the End User Subscription Term, will be included in the End User Subscription Service(s).

3. PARTNER OBLIGATIONS

Subscription Service Agreement. Partner’s End Users must enter into a written agreement with Partner as outlined in Attachment A.

4. PCI Compliance.

Not all Subscription Services are Payment Card Industry Data Security Standards (PCI) compliant solutions. If the Order Document identifies a PCI compliant solution for a Subscription Service, Alvaria will provide, beginning on the Effective Service Date and

throughout the Term, a solution that is compliant with PCI. During the Subscription Term, Partner will ensure that End User agrees to comply with the Acceptable Use Policy provisions relating to PCI. If End User violates the Acceptable Use Policy, Alvaria will notify Partner in writing and Partner's End User will have seventy-two (72) hours to remediate the issue. If remediation is not completed in that time, Alvaria may suspend the provision of the Subscription Service until the issue is remediated.

5. AUDITS.

Upon Partner's written request, Alvaria will provide a copy of Alvaria's then most recent third-party security audits or certifications for its production systems, as applicable, or any summaries that Alvaria generally makes available to its customers at the time of the request. In the absence of audits or certificates, Partner may at its expense audit, using a mutually agreed third-party auditor, the technical and organizational measures taken by Alvaria, and will document the resulting findings. Partner and Partner's End User will keep Alvaria's trade secrets, data security measures, and information disclosed in connection with any audit confidential in accordance with the confidentiality provisions of the Agreement. Any security risk assessments or audit requested or performed by Partner: (a) is limited to once in any 12-month period, unless required by mandatory data protection law, must not exceed 3 business days, and must be conducted under reasonable time, place and manner conditions; (b) requires reasonable prior written notice of at least 60 days unless earlier required under applicable law; (c) must be conducted based on the parties' agreed scope and, to the extent possible, rely on certifications and audit reports or other verifications available to confirm Alvaria's compliance with and exclude any repetitive audits; and (d) must provide Alvaria with a copy of the audit report and inform Alvaria without undue delay and comprehensively about any errors or irregularities related to processing of Personal Information detected during the audit. If an audit determines that Alvaria is required to take corrective technical and/or organizational security measures, Alvaria will at its sole discretion determine which measures are best suitable to ensure compliance and perform the measure within a reasonable time frame.

6. TERMINATION OR SUSPENSION OF END USER SUBSCRIPTION SERVICE

- a. Termination or Temporary Suspension. Alvaria may terminate or suspend End User's right to access or use all or part of the Subscription Service without notice per the terms of the Alvaria Subscription Services Agreement (Indirect). Partner and End User remain responsible for all fees and charges during the suspension period. Alvaria will have no liability for any damage, liabilities, losses or any other consequence that End User may incur as a result of a suspension.
- b. Professional Service Termination. Partner may terminate a Professional Services engagement in whole or in part with thirty (30) days' prior written notice and Alvaria is not responsible for the resulting condition of Deliverables. Partner will pay all undisputed Professional Service fees and expenses incurred through the termination date of the Professional Services engagement.
- c. Effect of Termination of End User Subscription Service.
 - (i) End User termination. If End User terminates the Subscription Service for cause, Alvaria will refund to Partner any prepaid fees for the remainder of the Subscription Term (s) after the effective date of termination. In no event will termination relieve Partner of its obligation to pay any undisputed fees and expenses that accrued up to and through the effective date of termination of the associated End User Subscription Service.
 - (ii) Alvaria Termination. If Alvaria terminates the Subscription Service for cause in accordance with the terms set forth in the Alvaria Subscription Services Agreement (Indirect), Partner and End User will pay any undisputed unpaid fees accrued and will pay the fees covering the remainder of the End User Subscription Term.
 - (iii) Upon termination of the Subscription Service: (i) End User's Subscription Service and access to it will immediately cease and its license to use Client Software and Deliverables will immediately terminate; (ii) Alvaria has no obligation to maintain any Customer Data except as otherwise specified in this module ; (iii) End User must, in accordance with Alvaria's directions, return or destroy any Alvaria Confidential Information, Client Software, Deliverables and Documentation and provide written certification of destruction.
- d. Return of Customer Data after Termination of the End User Subscription Service. Alvaria will not delete any of the Customer Data in an Application or Subscription Service as a result of termination of that Subscription Service during the 30 days following termination. Within 10 days following the termination date, Partner must provide Alvaria with a written request for download or transfer of the Customer Data. Requests that Alvaria provide a download or transfer of

the Customer Data may result in additional fees and Alvaria will provide data in an industry standard format, but will not warrant or guarantee data integrity or readability in the external system. Alvaria will not download or transfer any Customer Data to Partner unless Partner has paid Alvaria in full for all undisputed amounts due under the Agreement. Alvaria has no obligation to maintain or provide any of the Customer Data after the 30-day period and will thereafter, unless legally prohibited, delete all the Customer Data stored in that Subscription Service.

7. PARTNER DISENGAGEMENT

- a. Disengagement. Either party may terminate this module for convenience (i) at any time effective ninety (90) days from written notice, or (“Disengagement”).
- b. Disengagement Rights and Obligations.
 - (i) Partner and Alvaria will continue to provide any Subscription Service until the completion of the applicable Subscription Term of each End User under this module; unless Partner and Alvaria may agree to transition an End User prior to expiration of the Subscription Term upon mutually-agreed terms and conditions. Partner is permitted, during and only for the remainder of each End User Subscription Term, to resell Subscription add-ons to that End User, at Alvaria’s sole but reasonable discretion.
 - (ii) Upon notice of Disengagement,
 - (1) Partner will return or destroy, at Alvaria’s direction, any Alvaria Confidential Information, Client Software, and Documentation, unless and only to the extent required to fulfill Partner obligations in this Agreement
 - (2) Alvaria will discontinue Partner’s access to information systems and other Alvaria resources except as required by Partner to fulfill other obligations in this Agreement.
 - (3) Partner will pay Alvaria all undisputed fees due or accrued as of the effective date of the Disengagement.

8. PROFESSIONAL SERVICES

- a. Partner may order Professional Services as needed to implement or configure the Subscription Service.

9. ALVARIA™ PUBLIC CLOUD SERVICE TERMS

- a. Alvaria™ Public Cloud Definitions
 - (i) Alvaria™ Public Cloud Service or Cloud Service means an enterprise cloud contact service that includes a choice of applications for self-service and agent assisted contact management and workforce optimization capabilities offered as a Subscription Service by Alvaria.
 - (ii) Alvaria Cloud™ Service or Cloud Service means collectively the Alvaria Cloud™ Service and Alvaria™ WEM Suite.
 - (iii) Alvaria™ WEM Suite means the Workforce Engagement Management Suites and/or its components and capabilities offered as a Subscription Service by Alvaria.
 - (iv) Evaluation Service means the Alvaria™ Cloud Service offered on an evaluation, proof of concept or trial basis under this Agreement.
 - (v) Self-Service means the interactive voice response (IVR), interactive text response (ITR), text-to-speech (TTS) and automated speech recognition (ASR) functions.
- a. **Alvaria™ Cloud Service Data Storage.**

The Alvaria Cloud Service includes storage of video, reporting, call recording (e.g., calls that get recorded for purposes of quality assurance or compliance), and utterance recordings (e.g., recordings used to tune the automatic speech recognition engine and

improve overall recognition rates) processed through the Alvaria Cloud Service as described in the Documentation and, if available, as elected by End User. End User is responsible for choosing the data storage duration and for compliance with applicable statutory data retention periods. Longer storage periods than the default periods listed in the table below can be purchased. Alvaria will delete the stored data upon expiry. Alvaria requires at least a five (5) business day notification prior to the expiry date that End User requires an extension of the retention period. Non-notification before the end of the deletion period will be deemed a consent to deleting the stored data.

Data Type	Duration (rolling basis)
Video	90 days
Reporting	90 days
Call Recording	90 days
Utterance Recording	16 days

b. Usage.

(i) Notice. Partner can add up to the Maximum User Amount without notice to Alvaria. If Partner wants to add Users in an amount higher than the Maximum User Amount, then Partner must contact Alvaria to request the additional Users and allow time for Alvaria to reconfigure the Alvaria™ Cloud Service for the End User, if necessary. Additional fees will apply for adding Users above the Maximum User Amount.

(ii) Increase in Self-Service Usage. Partner will use commercially reasonable efforts to provide written notice to Alvaria if Partner believes that use of the Alvaria™ Cloud® Self-Service Applications by End User or its customer is likely to increase by 25% or more of its current usage for any reason (e.g., advertising campaigns or expected daily, weekly, monthly or seasonal usage variations), as far in advance of the expected use increase as reasonably possible.

c. Evaluation Services (if ordered by End User)

(i) Generally. End User will have access to the Evaluation Service until the end of the evaluation term as stated on the Order Document. Evaluation Service terms do not auto-renew. Partner may convert to full Subscription rights by submitting the required Order Document.

(ii) Data and Use. During the evaluation term, End User will not, and will not permit any third-party to: (a) include any sensitive or protected data, including but not limited to Personal Information as part of the Customer Data; or (b) use the Evaluation Service for production purposes. Upon termination of the Evaluation Service, End User will lose all access to the Evaluation Service and any Customer Data stored in the Evaluation Service. End User is responsible for removing all Customer Data prior to the effective date of termination and Alvaria has no obligation to maintain any Customer Data in the Evaluation Service after the effective date of termination. Any use or testing of the Evaluation Service is at End User's sole risk. Alvaria is not obligated to provide any maintenance, technical or other support for the Evaluation Service.

10. ALVARIA™ PUBLIC CLOUD SERVICE LEVEL AGREEMENT

a. Definitions.

(i) Available means that; (A) for the Alvaria™ Cloud Service the following contact center features required for contact center management are accessible for use: the ability to manage a routable interaction (such as a voice call or live chat); access to agent desktop interface; and recording of voice based and text interactions (when enabled); and (B) for the Alvaria™ WEM Suite and its components there is access to the User interface. "Available" does not include the proper functioning of (1) Customer Applications, (2) End User's web servers, software, services, scenarios, external data sources or integrations to third-party systems

(e.g., Salesforce.com), (3) telephony service, or (4) third-party Internet connectivity between Alvaria data centers and End User or third-party networks.

(ii) **Downtime** means the amount of time that the Alvaria™ Cloud Service is not Available due to a Severity Level 1 case as classified or confirmed by Alvaria in accordance with the Support Policies, beginning when Partner opens a trouble ticket in accordance with the Support Policies and ending when the Alvaria™ Cloud Service is again Available and confirmed by Partner.

(iii) **Service Credit** means a dollar credit, calculated as an amount equal to 1/30th of Partner's monthly Alvaria™ Cloud Service Subscription fee associated with the base agent/User pricing (excluding any Self-Service, variable or additional fees) for the calendar month during which the Alvaria™ Cloud Service falls below the Service Commitment.

(iv) **Severity Level 1** means a failure in the production operation of the Alvaria™ Cloud Service that causes cessation of or severe impact on Customer's operations and no acceptable workaround is available.

b. Service Commitment. Alvaria will use commercially reasonable efforts to make the Alvaria™ Cloud Service 99.999% Available during each calendar day of the Subscription Term (Service Commitment). If the Alvaria™ Cloud Service falls below the Service Commitment during a calendar day, Partner will be eligible to receive a Service Credit (as defined in Section 13.a of these terms) for that calendar day.

c. Service Credit Request. To receive a Service Credit, Partner must submit a request for a Service Credit by opening a ticket in Alvaria's Customer Care case management system. To be eligible, the Service Credit request must be received by Alvaria within 30 days from the end of the month in which the Downtime giving rise to the request occurred. If the Downtime is confirmed by Alvaria, then Alvaria will issue the Service Credit to Partner. Partner's failure to provide the request and other information as required by Alvaria will disqualify Partner from receiving a Service Credit. All calculations and applicable Service Credits are based on Alvaria's records and data.

d. Service Credit Payment and Eligibility. Alvaria will apply Service Credits against future Alvaria™ Cloud Service invoices and the Service Credits will be applied within 30 days of receipt of the verified claim from Partner. Service Credits will not entitle Partner to any setoff, refund or other payment from Alvaria. A Service Credit will be applicable and issued only if: (a) the credit amount for the applicable calendar day is greater than one dollar (\$1 USD); (b) Partner does not owe Alvaria any undisputed past due amounts; and Service Credits may not be transferred or applied to any other account, products or services. Service Credit for a calendar day is limited to the amount calculated as set forth in Section 13.a.iii. Partner's sole and exclusive remedy for any unavailability, non-performance or other failure by Alvaria to provide Alvaria™ Cloud Service is the receipt of a Service Credit (if eligible) in accordance with the terms of this Section 13.

e. Exclusions. The Service Commitment does not apply to Evaluation Services or to unavailability or other performance issues caused by or that result from:

(i) Customer Applications, Content, or End User or third-party equipment, software or other technology (other than third-party equipment within Alvaria's direct control);

(ii) End User or Partner provided Multiprotocol Label Switching (MPLS);

(iii) End User deploying a Customer Application in a way that prevents Alvaria from running the Customer Application from multiple data centers;

(iv) implementation or configuration services for additional Users, Alvaria Cloud Service package upgrades or changes, or other services requested or ordered by Partner;

(v) a maintenance window (as described in the Support Policies) or any downtime agreed upon with Partner in advance, including for installation of security patches, emergency repairs or a major upgrade that requires a Customer Data migration;

(vi) delays or temporary unavailability of recording or reporting data;

(vii) SMS Service or OTT Messaging Service;

(viii) quality of service issues that cause minor or partial loss of functionality, minor intermittent problems or minor degradation of operations, such as audio noise or static on calls, intermittently slow network connectivity, or outbound calls occasionally failing to certain area codes due to PSTN congestion, or as otherwise outlined in the Support Policies;

(ix) factors outside of Alvaria's reasonable control, including (1) a Force Majeure Event, (2) telecommunication, Internet, network or power system service provider failures or delays, (3) hardware, software, networks, power or telecommunications systems not within Alvaria's possession or reasonable control, (4) any actions or inactions of End User or any third-party; and (5) network intrusions or denial of service attacks; or

(x) suspension or termination of End User's right to use the Alvaria™ Cloud Service in accordance with the Subscription Services Agreement (Indirect).

11. SMS and OTT Messaging Terms (for U.S. and Canada)

- a. Fees.** Generally: No refunds will be provided if Customer stops using the Messaging Service or if the Messaging Service is terminated for any reason. Fees paid for the Messaging Service are in addition to fees for other Subscription Services, including any other Subscription Service minimum usage commitment fees under the Agreement. Partner must ensure that End User not access any Carrier services that Customer has not ordered.
- b. Third-Party Fees.** Partner must pay all Carrier and other third-party service, termination, penalty, traffic related surcharge and other fees incurred by Alvaria on End User's behalf for delivery of End User's messaging traffic. Alvaria will forward to Partner any third-party invoice for these fees.
- c. Price Changes.** Alvaria may change prices for the Messaging Service if price changes are imposed by Carriers or third parties. Alvaria will announce price changes on the Channel Partner Community for messages sent or received within the US and Canada to Partner at least 30 days prior to the effective date and for messages sent or received outside the US and Canada at least 5 days prior to the effective date. If a change represents an increase in any of the prices previously in effect for the Messaging Service covered by the Order Document, Partner may notify Alvaria in writing within 5 days of the price change announcement of its request to terminate the applicable Messaging Service as of the effective date of the price change. Any Price Change will not exceed the increase imposed by Carriers or third parties.
- d. Suspension of Message Service.** Alvaria may modify, restrict, suspend or terminate End User's Messaging Service per the terms of the Subscription Services Agreement (Indirect).

Schedule 1
To Cloud Partner Module

Minimum Pass-Through Terms for Cloud Partner End Users

Partner or its authorized Partner of Partner's Subscription Services shall enter into written or electronic agreements with its customers that contain terms and conditions no less protective than and substantially similar to the following minimum terms and conditions.

"You" or "Your" shall mean Partner's or a Partner Partner's customers.

The bracketed term "[Cloud Partner]" below must be replaced with Partner's name.

The term "Subscription Services" below may be replaced with the product or service name Cloud Partner uses to market the Subscription Services provided by Cloud Partner using the Products.

1. Subscription Services; Right to Access: Subject to the provisions of this agreement, You are hereby granted a non-exclusive, non-transferable right to:

(i) access the Subscription Services for Your internal business use, which shall not include (a) use as an application service provider; or (b) any other renting, leasing, licensing, operation as a service bureau or in any type of Cloud or facility management arrangement; and

(ii) use any documentation provided with the Subscription Services only in conjunction with the Subscription Services and solely for Your internal business use.

2. Restrictions: You agree that it will not (i) distribute, license, offer, sell, deliver or provide access to or use of the Subscription Services to a third-party; (ii) copy, modify, enhance, supplement, create derivative works from, reverse engineer, reverse compile, disassemble, decompile or otherwise reduce to human readable form all or any portion of the Subscription Services; or (iii) otherwise utilize the Subscription Services for any purpose except as set forth in this Agreement.

3. Network Security. You acknowledge that the portion of the Subscription Services through which content will pass and the servers on which content will be stored will not be segregated or in a separate physical location from servers on which [Cloud Partner]'s other customers' content is or will be transmitted or stored.

4. Content. You are and shall be solely responsible for the creation, editorial content, control, and all other aspects of content. You represent and warrant that you have obtained (or will obtain, prior to transmission to the Subscription Services) all authorizations and permissions required to use and transmit the content over the Subscription Services.

5. Lawful Purposes. You agree that you will use the Subscription Services only for lawful purposes. You will comply with all applicable laws and regulations when using the Subscription Services, including without limitation, compliance with applicable international privacy laws, privacy policies and other laws regarding the transfer and/or transmission of data.

6. Compliance with Laws; Export. You must comply with U.S., foreign, and international laws and regulations, including without limitation the U.S. Foreign Corrupt Practices Act, U.K. Bribery Act, other anti-corruption laws, U.S. Export Administration and Treasury Department's Office of Foreign Assets Control regulations, and other anti-boycott and import regulations. You agree: (I) that the export, re-export, transfer, re-transfer, sale, supply, access to, or use of the Subscription Services to or in a third country

or to, by, or for a different end user or end use may require a U.S. or other government license or other authorization; and (ii) not to, directly or indirectly, export, re-export, transfer, re-transfer, sell, supply, or allow access to or use of the Subscription Services to, in, by, or for sanctioned, embargoed, or prohibited countries, persons, or end uses under U.S. or other applicable law (collectively, "Prohibited Uses"). You are responsible for screening for Prohibited Uses and obtaining any required licenses or other authorizations and shall indemnify [Cloud Partner] for any violation by You of any applicable export controls and/or economic sanctions laws and regulations. [Cloud Partner] may terminate the Agreement immediately if [Cloud Partner] determines, in its sole discretion, that You have breached, intends to breach, or insists upon breaching any of the provisions in this clause.

7. *Critical Applications.* You acknowledge and agree that the Subscription Services are not designed, intended, authorized or warranted to be suitable for Cloud life-support applications or other critical applications where the failure or potential failure of the Subscription Services can cause injury, harm, death, or other grave problems, including, without limitation, loss of aircraft control, hospital life-support systems, and delays in getting medical care or other emergency services. You acknowledge and agree that use of the Subscription Services to support such applications is fully at your own risk and that you assume all risk arising out of such use.

8. *No Harmful Code.* You represent and warrant to [Cloud Partner] that no content shall be knowingly transmitted by you or your end users through the Subscription Services containing any program, routine or device which is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, including without limitation, any 'time bomb', virus, drop dead device, malicious logic, worm, Trojan horse or trap or back door (collectively, "Harmful Code").

9. **NO WARRANTY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SUBSCRIPTION SERVICES ARE PROVIDED BY [Cloud Partner] AND ITS SUPPLIERS "AS IS" WITHOUT ANY CONDITION OR WARRANTY WHATSOEVER. ALL CONDITIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE DISCLAIMED BY [Cloud Partner] AND ITS SUPPLIERS, INCLUDING, WITHOUT LIMITATION, THE IMPLIED CONDITIONS AND/OR WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. [Cloud Partner] AND ITS SUPPLIERS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.**