

Partner Brokerage Terms

(Status: Jan. 2021)

1.Purpose. These Partner (Brokerage) Terms shall apply to You as a pre-approved non-exclusive sales and marketing Sub-broker of the Portfolio to Prospective Customers in the territory defined in your agreement with your Master Broker (the "Purpose"). We ("Atos" or "Atos Unify") shall retain the right to appoint or retain other parties to engage in the same, similar, or different activities as those described hereunder or to perform the same or similar activities itself. For the avoidance of doubt, these Terms do not replace and are in addition to the provisions of the Brokerage agreement between You and your Master Broker.

2.Modification of these Terms. We reserve the right to modify these terms, the Partner Emblem, the Style Guide, the terms of use or any additional terms at any time and without prior notice, by posting amended terms at this website. Non-material changes and clarifications will take effect immediately, and material changes will take effect within fourteen (14) days of their posting on the site. However, changes addressing new functions for a service or changes made for legal reasons will be effective immediately. You should look at these terms regularly.

3.Onboarding process. You will register online with Atos and select your preferred Atos accredited Master Broker. We reserve the right to approve or disapprove, in its commercially reasonable discretion, any sub- broker proposed by a Master Broker. The approval by Atos of your application as a Sub-broker is subject to RingCentral's subsequent approval and will be revoked by Atos in case RingCentral disapproves your application.

You agree to market the Portfolio in accordance with these Terms and the provisions of the Brokerage agreement between You and your Master Broker. Atos expressly reserves the right to appoint other brokers in the Territory or to sell the Portfolio itself directly to end-customers.

4.Territory. The term "Territory" designates the relevant country in which your company is legally registered. If your company has affiliates in various countries and if You intend to market and sell the Portfolio in those countries, You shall register for each country separately.

5.Data Protection.

For the purposes of processing Personal Data under these Terms, the Parties expressly declare that they will process Data Subject Personal Data for different purposes and means, therefore the Parties shall be regarded as independent Data Controllers. In this respect, the Parties shall implement reasonable measures to ensure that any Personal Data processed for the purposes of these Terms are processed in accordance with the regulations applicable to the processing of Personal Data, in particular, the GDPR.

However, the Parties agree that in the case of any breach of the obligations provided in the GDPR, neither Party shall be liable for any loss or damage resulting from the Personal Data processing of the other Party, since each Party shall be responsible for its own processing.

6.No employee relationship, no power of representation: In performing the Purpose, Sub-broker shall operate as an independent contractor and shall not be, or hold itself out as or act as an employee, agent, commercial agent, partner, principal, or joint venture of Atos, and in particular Sub-Broker shall not (a) enter into any contract, make any representation, give any warranty or incur any liability in the name of and on behalf of RingCentral or Atos; or (b) collect or receive money from Customers on behalf of RingCentral or Atos. Sub-Broker may not make additional representations and warranties on RingCentral's or Atos' behalf including with respect to the prices, rates, terms, availability and

conditions of the Portfolio. Nothing in these Terms shall, or shall be deemed to, sell, transfer, license or assign any right, title or interest of any kind in or to the Portfolio from RingCentral or Atos to Sub-Broker, which right, title and interest shall at all times be and remain owned solely by RingCentral or Atos, respectively. All goodwill generated by the performance of the Purpose by Sub-Broker will inure exclusively to the benefit of RingCentral and/or Atos.

7.Best endeavours. You will at your own expense, make best endeavours to promote, extend and develop the marketing and sale of the Portfolio. You shall not take any action directly or indirectly which does or might hinder, or interfere with, any marketing or sales of the Portfolio.

You shall have no authority to negotiate and/or enter into any specific agreement in the name of or on behalf of ATOS or RingCentral. All End-Customers shall enter into RingCentral's customary license and service agreements, and terms of service and otherwise be subject to all of RingCentral's terms and conditions and policies (including without limitation its privacy policy), for use of the Portfolio.

If RingCentral declines to enter into an agreement with a Prospective Customer or terminates a Customer relationship, then We shall have no liability to Master Broker, its Affiliates, or any Sub-Broker.

8.Cloud Partner Program:

8.1.Participation is mandatory. You will participate in the Partner Program described in **Enclosure 1** to the Agreement ("**Partner Program**").

8.2.Specialization: You shall qualify as a partner for the Partner Program by obtaining the relevant certifications. You shall obtain the relevant certification after completing the certification test of the Atos Unify Academy in accordance with the regulations of the Partner Program. Partners which already have valid certificates issued by Atos Unify for the relevant qualification shall receive confirmation of their relevant specialization level.

8.3.Program Services. Upon qualification for the Partner Program, We will make available to You the benefits and services described in **Enclosure 1** to these Terms ("**Program Services**"). Atos Unify reserves the right to change the Program Services at any time upon reasonable advance notice on the Atos Unify Portal. The Partner Portal is accessible at www.unify.com.

9.Internet-based tools and platforms:

9.1.Access keys. We will provide You with an access key consisting of a user ID and password to access internet based tools and platforms of Atos Unify (e.g. the Partner Portal). You shall keep the access key strictly confidential.

9.2.Registration. access to internet based tools and platforms is granted only to registered users.

We reserve the right to reject or terminate the registration of individual users. Sub-Broker represents, warrants, and covenants

that it has obtained, and shall maintain at all times, such authorisations, consents, licenses, accreditations and permissions as are necessary to operate and otherwise perform hereunder and to engage in the activities related to the Purpose including, but not limited to, any authorizations necessary to promote the sale of the Portfolio in the Territory.

9.3.Accuracy of information. Sub-Broker shall ensure that all information supplied by any of its employee via internet based tools and platforms are true and accurate and Sub-Broker shall block any employee's access to internet based tools and platforms immediately if the power of representation of any employee has

expired or is about to expire.

9.4. Terms of use. The use of internet based tools and platforms is subject to the separate terms of use, the latest version of which can be viewed prior to each login (cf. www.unify.com). By logging in, Partner's Employees acknowledge these terms and conditions of use in the name and on behalf of Partner.

9.5. Safety of IT systems. The parties undertake to safe-guard their communications equipment in accordance with the IT industry standards against unauthorized third-party access, unauthorized message transmission or comparable misuse, and loss of input or output data following message transmission or message retrieval.

9.6. Indemnification regarding content. We shall not be held liable for content entered into Atos internet-based tools and platforms by Sub-Brokers. By accepting these Terms, You agree that You may be held liable due to or arising out of content You submit, post, transmit or otherwise make available through Atos internet based tools and platform, your use of or your connection to the Atos Unify internet based tools and platform, and your violation of these Terms. You shall indemnify and hold harmless Atos from and against any and all claims due to any content entered into Atos Unify or Atos internet-based tools and platforms by You or your employees.

10. Trademark. You agree that RingCentral and Atos are the exclusive owners of all their respective trademarks, service marks, trade names, and logos relating to the Portfolio and other services offered by RingCentral and Atos. You may use such approved trademarks, service marks, trade names, and logos only for the Purpose and in accordance with the Branding Guidelines and other provisions of your agreement with your Master Broker. You shall use only promotional materials supplied or approved in advance in writing by Atos. You shall acquire no license, ownership, or other rights with respect to such trade names, trademarks, service marks, logos, or other intellectual property of RingCentral and Atos, respectively. YOU DO NOT HAVE THE AUTHORITY TO USE RINGCENTRAL AND/OR ATOS' TRADEMARKS, SERVICE MARKS, TRADE NAMES, OR LOGOS IN ANY WAY THAT IS INCONSISTENT WITH RINGCENTRAL'S AND ATOS' THEN-CURRENT BRANDING GUIDELINES, WHICH RINGCENTRAL AND ATOS MAY CHANGE AT ANY TIME, EACH IN ITS SOLE DISCRETION. ANY UNAUTHORISED USE OF RingCentral's AND/OR ATOS' TRADE MARKS, SERVICE MARKS, TRADE NAMES, OR LOGOS THAT IS INCONSISTENT WITH RingCentral' OR ATOS' RESPECTIVE THEN-CURRENT BRANDING GUIDELINES SHALL BE CONSIDERED A MATERIAL BREACH OF THESE TERMS, AND SUFFICIENT CAUSE FOR TERMINATION AND RECOVERY BY RingCentral AND/OR ATOS OF ALL REMEDIES PERMITTED BY LAW. Without prejudice to RingCentral's and Atos' right to change the Branding Guidelines at any time in its sole discretion, notices of any material change made to its Branding Guidelines by Atos may be given by Atos posting such notice on Atos' Partner Portal which shall be effective within two (2) days of such posting.

11. Waiver and severability. Atos' failure to insist upon or enforce strict performance of any provision of these Terms shall not be construed as a waiver of any provision or right. Neither the course of conduct between any party referred to herein, nor trade practice

shall act to modify any provision of these Terms.

In the event that any portion of these Terms is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of the provisions shall remain in full force and effect.

12. Term and termination

12.1 Term: This Agreement shall come into force upon the sending of the final confirmation of conclusion of the Agreement. During the first five (5) years of the Contractual Term, each party may terminate the Agreement in text form at the end of a calendar month subject to giving three months' notice. After these five years, each party may terminate the Agreement in text form at the end of a calendar month subject to giving six months' notice. In addition, Atos Unify may terminate this Agreement with immediate effect, at its discretion, if the Partner has not submitted any purchase order with an authorized Distributor under this Agreement for a period of consecutive 12 months.

12.2 Termination for cause. Each Party is entitled to terminate this Agreement for cause with immediate effect. Without limiting in any way the right of either Party to terminate this Agreement for cause the following list sets out exemplary events that will constitute an important reason for the purposes of this Agreement:

- force majeure or other circumstances beyond the reasonable control of either party prevents a party from fulfilling this Agreement for a period of more than six (6) months;
- one or more third parties acquiring sole or joint control of, or sole or joint shareholdings exceeding 25% in the Partner;
- an application is made to institute insolvency or bankruptcy proceedings against either party;
- if major changes take place in the Partner's legal status, participation relationships or corporate management personnel which are such that the company can no longer be reasonably expected to adhere to this Agreement;
- the Partner loses the qualification on which his authorization is based and fails to re-qualify despite being requested to do so;
- the Partner is in breach of a material provision of this Agreement;
- the Partner uses the Partner Emblem without permission or not in accordance with the provisions of the current version of the Partner-style guide stored in Atos Unify Partner Portal.

13. Applicable Law. These Terms shall be governed by and construed in accordance with Law of Germany. Any cause of action against Atos shall fall in the exclusive jurisdiction of the competent court in Munich, Germany.

Enclosure 1 - Cloud Partner Program

1. Introduction

The "**Cloud Partner Program**" is the global Partner Program for Atos Unify Partners who sell Atos Unify's products and services to end-customers. This enclosure contains the Partner Program regulations and guidelines. Further details of the Partner Program are provided in the Atos Unify Partner Program Guide in the Atos Unify Partner Portal. The applicable current version of the Cloud Partner Program Guide ("Program Guide") shall apply. The Partner Program offers Partners various services and features, depending on the relevant Specialization level.

2. Specializations

- 2.1 Specializations and their requirements are described in the Program Guide. With the means of Specializations Partners can document their expertise and qualifications for a specific solution offering to end-customers.
- 2.2 Specializations are a subject matter of the yearly Approval Audit. You must furnish proof that You meet all the requirements for the selected Specialization.
- 2.3 You shall be authorized to use the emblem for the Specialization achieved in conjunction with the Partner Emblem in compliance with the style guide.

3. Partner Approval

- 3.1 The Approval Audit examines whether a Partner meets the criteria and requirements for Specialization in the Partner Program and whether it has reached the Master, Professional or Authorized Specialization level. Criteria and requirements for each Specialization-level can be found in the Program Guide.
- 3.2 The approval is valid for one (1) year after a successful Approval Audit. The Date specified in Section 3.3 (d) shall determine the approval date. The Approval Audit for each subsequent year must be completed successfully the latest within the final quarter of the preceding audited year.

3.3 The Approval Audit shall be subject to the following regulations:

- a) Atos Unify shall be responsible for conducting the Approval Audit.
- b) Partner shall bear any costs incurred in preparing for the Approval Audit.
- c) Partner must furnish appropriate proof as requested, such as service descriptions as evidence that he meets the criteria. Copies of all proof in support of the Approval Audit must be provided to the Partner Manager.
- d) The date of the confirmation or the rejection of the Approval Audit by Atos Unify shall be the date of approval or non-approval. Atos Unify shall send to Partner this confirmation or notification of a negative Approval Audit within two weeks of completion of the Approval Audit. Atos Unify will implement the changes at the next possible date.
- e) If Partner can no longer meet the criteria for attaining his existing Specialization-level (e.g. employee fluctuation) in the period of time between two Approval Audits, Partner must inform Atos Unify immediately so that both parties can take measures to compensate for the resulted deficit. If this deficit cannot be compensated within 90 days, Partner shall be re-accredited and his Specialization-level will change accordingly.
- f) In the case of Partners with multiple branch offices (own legal entities) in different countries, the Approval Audit shall be conducted for each country. As soon as the respective Specialization-level has been confirmed by the Approval Audit, Partner must ensure that it can meet the requirements for its level in the long term.
- g) Documents delivered as evidence of the Approval Audit must be treated confidentially. The documents shall be made available only to the Partner Manager of Atos Unify; his/her line managers and selected employees at Atos Unify headquarters who are tasked with handling the Partner Program.
- h) Atos Unify shall be authorized to use data from the Approval Audit for internal, anonymous reports.
- i) All escalation shall be addressed to the respective line-manager of the Partner Manager at Atos Unify. He/she shall be responsible for making a final decision in the event of escalation.
- j) If Partner does not pass the audit (negative Approval Audit), Atos Unify may, at its own will, give Partner an additional period of time to implement the measures required to meet the Partner Program criteria.

4. Atos Unify Partner Emblem

4.1 Partners who have successfully completed the approval process shall be entitled to the associated Specialization-level. After successfully completing the approval, the Partner shall have a nonexclusive, non-transferable, not sublicensable and revocable right to use the Atos Unify Partner Emblem, stating the Specialization he has achieved. The Partner Emblem may be used solely in compliance with the Style Guide (the "Style Guide"), and solely with regard to the Contractual Products in the Territory. The Style Guide is available on the Partner Portal.

4.2 The Partner Emblem may be used only with express reference to the company of the program participant.

Partner will comply with the applicable instructions and design guidelines of the Style Guide in relation to use of the Partner Emblem. The Style Guide for using the Partner Emblem is available on the Atos Unify Partner Portal.

Partner will use the Partner Emblem only as allowed in the Style Guide.

4.3 The right of the Partner to use the Partner Emblem shall expire when the Partner can no longer fulfill the requirements, and the latest when the Partner Agreement ends.

4.4 Atos Unify may immediately and unilaterally revoke the right to use the Partner Emblem without being liable for any penalty or indemnification due to such revocation in circumstances including but not limited to:



- a) a material breach of these Terms by Partner,
- b) Atos Unify changes its name, or
- c) Atos Unify has legitimate reasons to assume that the Partner damages the reputation and the image of Atos Unify.