

## **Nextiva 2025 Q4 Partner Promotion Terms and Conditions**

### **April 1, 2025 – June 30, 2025**

**Effective Dates:** 12:01 a.m. MST on April 1, 2025 (the “Effective Date”) through 11:59 p.m. MST on June 30, 2025 (the “Program Term”).

**Eligible Partners:** Active partners in good standing who are parties to a Nextiva master sales partner agreement or direct sales partner agreement (“Channel Partner”).

#### **Definitions:**

“Add-On Sale”: An “Add-On Sale” is the sale of additional services to an Existing Customer that includes at least USD \$500.00 in new MRR attributable to the addition of Nextiva Contact Center services for the remainder of the Existing Customer’s then-current term or any required renewal term, as determined by Nextiva in its sole discretion based on the Existing Customer’s remaining contractual commitment; provided, however, that in all events, the Existing Customer either has at least thirty-six (36) months remaining on their then-current term or renews for at least an additional thirty-six (36) month term. For purposes of clarity, the new MRR attributable to the Add-On Sale shall be calculated by deducting any removed services and/or pricing concessions to existing services from the new MRR for the added Nextiva Contact Center services.

“Annual Prepayment”: Shall mean and refer to New Sales only where the New Customer has agreed to and actually does pay Nextiva all fees associated with the New Sale annually in advance.

“Closed”: A New Sale is considered “Closed” when the New Customer signs a Nextiva Service Agreement and accepts a corresponding quote, and Nextiva has received payment of the New Customer’s initial charges in full. An Add-On Sale is considered “Closed” when an Existing Customer accepts a Nextiva quote for the add-on services, signs any associated amendment or amended and restated agreement with respect to their add-on (if and as required), and Nextiva has received payment of the Existing Customer’s initial charges for the add-on order.

“Existing Customer”: An “Existing Customer” is a current Nextiva customer that (i) was initially procured through the efforts of the applicable Channel Partner; and, (ii) adds on at least USD \$500.00 in MRR for Nextiva Contact Center services to its existing Nextiva account after accounting for any terminated services and/or pricing concessions in connection with such addition.

“MRR”: “MRR” means monthly recurring revenue charges, as recognized by Nextiva in its sole discretion, for Nextiva UCXM Services and Nextiva Contact Center Services only at the time a New Sale is Closed. With respect to Add-On Sales, “MRR” means the net new MRR attributable to the Add-On Sale for the Nextiva Contact Center services only, which shall be calculated by deducting the MRR for any removed services and/or other pricing concessions related to existing services from the new MRR for the added Nextiva Contact Center services only. In all events, MRR excludes set-up fees, equipment costs and fees (including, but not limited to, DaaS fees), activation fees, deployment costs, professional services fees, training fees, shipping, handling and one-time charges, as well as taxes, other fees (including, but not limited to, USF, RRF and e911 fees), assessments, surcharges, and usage charges (including toll-free and long-distance charges). MRR also excludes any and all recurring charges, taxes, professional service fees, and other fees and/or charges of any kind for or otherwise related to Unity Contact Center and Five9 Contact Center services and related services and features.

“New Customer”: A “New Customer” is a customer that signs up for Nextiva’s voice (hosted) services, Nextiva Contact Center Services and/or Nextiva UCXM Services and that is not, and has not previously been, a Nextiva customer or prospect.

“New Sales”: A “New Sale” is an initial sale that includes Nextiva Contact Center Services and/or Nextiva UCXM Services to a New Customer and that is procured through a Channel Partner and is for a minimum thirty-six (36) paid month initial term commitment. As used in this Program, term commitments are determined based on the number of paid months of service during the New Customer’s initial contractual term commitment and specifically exclude any bill push or complementary months of service.

“Nextiva Contact Center Services”: “Nextiva Contact Center Services” shall mean and refer to Nextiva Power Suite, Nextiva Contact Center Essential, Nextiva Contact Center Professional and Nextiva Contact Center Premium packages and Nextiva IVA services.

“Nextiva UCXM Services”: “Nextiva UCXM Services” shall mean and refer to Nextiva Core and Engage and Nextiva HIPAA UC packages.

“Program”: The “Program” is this Nextiva Partner Promotion.

#### **Program Details and Conditions:**

- A one-time SPIFF payment (a “SPIFF Payment”), not to exceed USD \$500,000.00 per New Sale or Add-On Sale, as set forth herein, will be paid to the Channel Partner that Nextiva identifies, in its sole discretion, as being responsible for each New Sale or Add-On Sale that is Closed during the Program Term as follows:

- For New Sales with a MRR of at least USD \$200.00 and an initial term commitment of at least thirty-six (36) paid months, Nextiva will pay to the responsible Channel Partner a one-time SPIFF Payment in the amount of (i) six (6) times the MRR attributable to the Nextiva UCXM Services; and, (ii) twelve (12) times the MRR attributable to the Nextiva Contact Center Services.
- For eligible Add-On Sales to Existing Customers, Nextiva will pay to the responsible Channel Partner a one-time SPIFF Payment in the amount of four (4) times the MRR
- No SPIFF Payment shall be paid for any New Sale or Add-On Sale that is not explicitly outlined herein.
- In order to be eligible for the payment of a SPIFF Payment, the New Sale or Add-On Sale must be commissionable pursuant to the Channel Partner's partner sales agreement with Nextiva. All New Sales and Add-On Sales are subject to Nextiva's approval in its sole discretion. Further, unless Nextiva approves in writing, only New Sales and Add-On Sales at Nextiva's retail pricing for the applicable services will be eligible for the full SPIFF Payment. Nextiva may, in its discretion, reduce or deny a SPIFF Payment based on the actual negotiated price of the New Customer's services. No SPIFF Payment will be made on additions to the New Customer's account after the New Sale or Add-On Sale is Closed.
- SPIFF Payments under this Program may not be combined with any other promotion, program or SPIFF Payment without Nextiva's written approval. Except as otherwise provided herein, Channel Partner shall only be entitled to one SPIFF Payment per New Sale or Add-On Sale. Nextiva shall only pay one SPIFF Payment per New Sale or Add-On Sale.
- SPIFF Payments will be made on the Channel Partner's regular commission payment date in the month following the date on which the New Sale or Add-On Sale Closed. Nextiva reserves the right, in its sole discretion, to delay payment of any SPIFF Payment based on the timing of the initial payment and/or related concessions impacting and/or delaying Customer's obligations for subsequent payments (e.g. if the New Customer's second payment is delayed by more than three (3) months).
- In the event that thirty percent (30%) or more of the MRR from a New Sale or Add-On Sale is terminated or otherwise cancelled for any reason, or the New Customer fails to make when due any payment to Nextiva, within nine (9) months of the date on which the New Sale or Add-On Sale was Closed, Nextiva shall be entitled to chargeback and recover from the Channel Partner any SPIFF Payment paid to the Channel Partner related thereto, in full or in part in Nextiva's sole discretion,. Further, Nextiva shall be entitled to chargeback and recover from the Channel Partner any SPIFF Payment made in full where Nextiva determines, in its sole discretion, that a New Sale or Add-On Sale was the result of or otherwise involves fraud, misrepresentation, illegal or otherwise improper conduct, or breach of the Channel Partner's agreement(s) with Nextiva. In addition to any remedies available at law or pursuant to the Channel Partner's partner sales agreement, Nextiva may (i) offset any such charged back amounts against future SPIFF Payments earned by the Channel Partner; (ii) offset any such charged back amounts against commissions owed by Nextiva to the Channel Partner; and/or (iii) seek the prompt repayment of any such charged back amounts directly from the Channel Partner.
- Nextiva's failure to exercise or enforce any right or provision of this Program's terms and conditions will not constitute a waiver of the right or provision.
- Nothing herein shall be construed as altering or amending Nextiva's or the Channel Partner's respective rights and/or obligations pursuant to the parties' sales partner agreement.
- These terms and conditions do not create any third-party beneficiary rights; Nextiva has no responsibility or obligation, including for the payment of SPIFF Payments, to any person or entity except for the responsible Channel Partner.
- Nextiva reserves the right, in its sole discretion, to change, modify or terminate this Program and the Program terms and conditions at any time and without notice.