

# 10X Gains

Join a New Era of Growth

From February 1, 2024–April 30, 2024, close a net new opportunity for a chance to earn up to 10X MRR.\*

Zoom Up Program Level\*

**Platinum,  
Gold, Silver**

**10X MRR**

**Zoom One (with Phone) + Zoom  
Customer Experience (ZCX)**  
*3+ year contract (36+ months)  
annual prepay*

**6X MRR**

**Zoom Phone or Zoom Customer  
Experience (ZCX)**  
*3+ year contract (36+ months)  
annual prepay*

**4X MRR**

**Zoom Phone or Zoom Customer  
Experience (ZCX)**  
*2+ year contract (24+ months)  
annual prepay*

**2X MRR**

**Any of the products above**  
*2+ year contract (24+ months)  
monthly payment*

Zoom Up Program Level

**Enrolled**

**5X MRR**

**3X MRR**

**2X MRR**

**2X MRR**

[View next pages for full terms & conditions](#)

# Partner Program Supplement - Referral Incentive

February 2024

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The Q1FY25 SPIF Promotion outlined above (this “Promotion”) is available only to Technology Services Distributor Partners (“TSD Partner(s)”) and their Authorized Agents for a limited time and is subject to all of the terms and conditions set forth herein and the Technology Services Distributor (TSD) Agreement\*, each of which are incorporated herein by this reference. Under the Promotion, Qualified Partner Referred Opportunities submitted by a TSD Partner and/or its Authorized Agents are eligible for SPIF Payments as further described herein. Capitalized terms used but not defined herein have the meanings ascribed to them in the Technology Services Distributor (TSD) SPIF Terms and Conditions or Technology Services Distributor (TSD) Agreement.

**By participating in this Promotion, TSD Partner acknowledges and agrees to all of the terms and conditions set forth herein, including but not limited to, the SPIF Terms and Conditions set forth below and the Bonus Policy.**

## Promotion Requirements For Each Qualified Partner Referred Opportunity\*:

- The Qualified Partner Referred Opportunity must be in compliance with the Zoom Lead Referral Guidelines.
- It must be a net new or upsell Customer for Zoom that meets the Promotion criteria and all terms and conditions set forth herein. For upsell opportunities to an existing Zoom direct or indirect Customer, the SPIF Payment will be paid on the incremental upsell value only.
- The Qualified Partner Referred Opportunity must include the Zoom Services outlined in the SPIF program on the same Signed Order Form.
- All Services in the Signed Order Form need to be co-termed to reflect the same subscription term.

\*The Technology Services Distributor (TSD) Agreement currently includes the Master Partner Terms and the Master Agent Schedule. Going Forward, the TSD Partner will be required to sign a new Technology Services Distributor (TSD) Schedule, and the term “Technology Services Distributor Agreement” will include the Master Partner Terms and Technology Services Distributor (TSD) Schedule.

- TSD Partners must be in good credit standing with Zoom to qualify for the Promotion.
- The Qualified Partner Referred Opportunity must close (i.e. Customer signs an Order Form with Zoom and Zoom provisions the Services to the Customer) within the Promotion deadlines outlined below.

- The SPIF Payment is a one-time payment on the initial Qualified Partner Referred Opportunity only and does not apply to subsequent upsells or add-ons. **Exception** - if TSD Partner notifies Zoom in writing before the initial Qualified Partner Referred Opportunity closes that there will be another purchase, Zoom will calculate the SPIF Payment based on the Signed Order Form with the higher license count.
  - SPIF is only paid on one Signed Order Form in the event of multiple subsequent purchases.
  - Minimum MRR for the subsequent purchase must be at least double the MRR reflected in the original Signed Order Form.
  - Subsequent order must be closed within three (3) months from the date the Qualified Partner Referred Opportunity is initially closed.

### Zoom One Bundles

- For new Customers, SPIF Payments will be calculated on the entire Zoom One Bundle.
- For existing Customers, a bundle that includes an Eligible Product (such as Zoom Phone) will qualify for a SPIF Payment, but the SPIF Payment calculation will be based on the incremental net new MRR; provided, however, the existing Customer is not already a Zoom Phone Customer.
- A Zoom One Bundle that is replacing previously sold Services will not qualify for a SPIF Payment if the net MRR is a decrease compared to the previous MRR.

### Deal Eligibility for Zoom One + ZCX Incentive

- Eligible Zoom One and ZCX Services must be sold at the same time on a single Signed Order Form. Qualified Partner Referred Opportunities where either Zoom One or ZCX are purchased in subsequent orders do not qualify.
- Eligible Zoom One Bundle Services must include Zoom Phone (Zoom One Business Plus or Zoom One Enterprise).
- Each of the Zoom Contact Center user license count and the Zoom One user license count must account for at least ten percent (10%) of the number of Zoom One and Zoom Contact Center licenses sold in the contract.
- Contracts with eligible Zoom One and ZCX Services must be of at least \$1000 net MRR value.
- ZCX Bundles are eligible as long as the above mentioned Zoom Contact Center agent license count percentages are met.

#### **\*Notes:**

Any other opportunities outside of the specific instances above are not eligible in the Promotion.



### Deadlines

Qualified Partner Referred Opportunities must be closed by Zoom (i.e. the Customer's Order Form must be signed) between February 1, 2024 and April 30, 2024. Qualified Partner Referred Opportunities closed prior to February 1, 2024 are NOT eligible for this Promotion. Submitted and Qualified Partner Referred Opportunities closed after 6 p.m. PST on April 30, 2024 are NOT eligible for this Promotion.

**ZOOM TECHNOLOGY SERVICES DISTRIBUTOR PARTNER (formerly MASTER AGENT)****SPIF TERMS AND CONDITIONS****1. Definitions.**

- a. "Authorized Agent" (previously known as "Subagent") shall mean an authorized Agent engaged by a TSD Partner to market the Services.
- b. "Customer" shall mean a customer that Authorized Agent refers to Zoom or that Authorized Agent's TSD Partner refers to Zoom on Authorized Agent's behalf.
- c. "Eligible Product(s)" shall mean those Services that qualified the closed Qualified Partner Referred Opportunity to be eligible for the Promotion. Eligible Products are only those Services and products that did not previously qualify for a Promotion or SPIF Payment.
- d. "Qualified Partner Referred Opportunity" means an approved and qualified opportunity submitted to Zoom by a TSD Partner or Authorized Agent.
- e. "Service(s)" shall mean the Zoom products and services, as more fully described in the Zoom Services Description available at [www.zoom.us/services-description](http://www.zoom.us/services-description).
- f. "Technology Services Distributor Partner" or "TSD Partner," formerly known as a "Master Agent," shall mean an Authorized Technology Services Distributor Partner (as that term is defined in the Zoom Up Partner Program Guide for Technology Services Distributor Partners) contracted with Zoom to refer Customers to Zoom through or on behalf of its Authorized Agents.
- g. "Technology Services Distributor Partner Agreement" shall mean the Zoom Technology Services Distributor Partner Agreement and any exhibits, schedules, policies, guides, or documents incorporated therein.
- h. "MRR" means monthly recurring revenue. MRR will be calculated over the entire subscription period reflected in a Signed Order Form instead of only against the paid portion of the subscription term.
- i. "SPIF Payment" means the opportunity-specific promotional bonus paid by Zoom to a TSD Partner for a Customer's closed Qualified Partner Referred Opportunity that meets all requirements hereunder. SPIF Payments may include an Upfront Bonus, as that term is defined in the TSD Partner SPIF/Upfront Bonus Policy.
- j. "Signed Order Form" means the Zoom quote signed by the Customer that contains one or more Eligible Products.
- k. "SPIF T&Cs" means these TSD Partner SPIF Terms and Conditions.
- l. "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).

## 2. General Terms & Conditions.

- a. The Technology Services Distributor Partner Agreement is incorporated herein by this reference. As such, TSD Partner's participation in the Promotion shall be subject to and governed by the terms and conditions of the Technology Services Distributor Partner Agreement, except to the extent varied herein. For clarity, SPIF Payments are not part of Commissions subject to the Technology Services Distributor Partner Agreement. In the event of any conflict between the terms and conditions of the Technology Services Distributor Partner Agreement and the terms and conditions of this Promotion (including these SPIF T&Cs), the terms and conditions of this Promotion (including these SPIF T&Cs) shall control.
- b. All SPIF Payments under this Promotion will be paid to the applicable TSD Partner under which the Authorized Agent referred the closed, Qualified Partner Referred Opportunity to Zoom, except as otherwise set forth herein. By submitting lead referrals to Zoom (or allowing Authorized Agents to submit lead referrals to Zoom) for opportunities during the Promotion and/or by accepting SPIF Payments from Zoom, the TSD Partner agrees to the SPIF T&Cs and all requirements herein.
- c. The TSD Partner and Authorized Agent participating in this Promotion acknowledge and agree that Zoom will have no liability for paying SPIF Payments directly to an Authorized Agent, and Authorized Agent shall only look to its TSD Partner for payment of any bonuses the Authorized Agent may be entitled to under this Promotion and under the agreement entered into between the TSD Partner and Authorized Agent. It is the sole responsibility of the Authorized Agent to confirm with the applicable TSD Partner that such TSD Partner is participating in this Promotion, including confirmation of bonus payout.
- d. A Qualified Partner Referred Opportunity must be submitted on the Zoom Partner Portal using the lead referral registration feature. TSD Partners and Authorized Agents must comply with Zoom's Lead Referral Guidelines (which are located on the Partner Portal and incorporated herein by this reference). Zoom will use the Lead Referral Guidelines to determine whether or not a referral constitutes a Qualified Partner Referred Opportunity.
- e. Partner Assisted Opportunities do not qualify and are not eligible for SPIF Payments.
- f. Participation in Multiple SPIFs. A TSD Partner may participate in any active SPIF Promotion offered to TSD Partners, including where more than one such SPIF Promotion is currently active, provided that the following guidelines apply:
  - i. If the initial closed Qualified Partner Referral Opportunity qualifies for one or more Promotion(s) because it includes one or more Eligible Products on the same Signed Order Form and it meets the requirements of the applicable Promotion(s), Zoom will pay the SPIF Payment(s) if such closed Qualified Partner Referred Opportunity also meets the requirements of the applicable Promotion(s) and these SPIF T&Cs.
  - ii. If there is a subsequent upsell for another Service eligible for a Promotion for

a different Eligible Product (such as Zoom Contact Center), such upsell will qualify for the SPIF Payment. To qualify for the upsell, TSD Partner needs to submit a new Qualified Partner Referred Opportunity that includes such different Eligible Product. The separate SPIF Payment that results will be executed on a separate process from the initial SPIF Payment process. For clarity, upsells of the same Eligible Product reflected in the original Signed Order Form are eligible for additional SPIF Payment only to the extent set forth in Section 2(i).

- g. Product, Partner Level, and Subscription Terms. TSD Partners or Authorized Agents qualify for the following SPIFs under the specified conditions:
- i. 2-Year (Annually Paid) Zoom Phone or Zoom Customer Experience (ZCX) Contracts: Customer's Signed Order Form must be for a minimum of two (2) Years (24-35 Months) paid annually, committed contract term for either Zoom Phone or Zoom Customer Experience (ZCX). If the TSD Partner or Authorized Agent has Enrolled status in the Zoom Up Partner Program, they will qualify for a 2x MRR SPIF Payment. If the TSD Partner or Authorized Agent has Silver, Gold or Platinum status in the Zoom Up Partner Program, they will qualify for a 4x MRR SPIF Payment.
  - ii. 3+-Year (Annually Paid) Zoom Phone or Zoom Customer Experience (ZCX) Contracts: Customer's Signed Order Form must be for a minimum of three (3) Years (36+ Months) paid annually, committed contract term for either Zoom Phone or Zoom Customer Experience (ZCX). If the TSD Partner or Authorized Agent has Enrolled status in the Zoom Up Partner Program, they will qualify for a 3x MRR SPIF Payment. If the TSD Partner or Authorized Agent has Silver, Gold or Platinum status in the Zoom Up Partner Program, they will qualify for a 6x MRR SPIF Payment.
  - iii. 3+-Year (Annually Paid) Zoom One (with Zoom Phone) Bundle and Zoom Customer Experience (ZCX) Contracts: Customer's Signed Order Form must be for a minimum of three (3) Years (36+ Months) paid annually, committed contract term for a qualifying Zoom One Bundle (including Zoom Phone) and Zoom Customer Experience (ZCX). If the TSD Partner or Authorized Agent has Enrolled status in the Zoom Up Partner Program, they will qualify for a 5x MRR SPIF Payment. If the TSD Partner or Authorized Agent has Silver, Gold or Platinum status in the Zoom Up Partner Program, they will qualify for a 10x MRR SPIF Payment.
  - iv. Contracts sold with monthly payment terms for any of the qualifying products will qualify for a maximum of 2x SPIF.
- h. Zoom reserves the right to end, modify or deny any claim under this Promotion. Zoom also reserves the right to change the Promotion requirements, terms, and conditions at any time without prior notice.



- i. SPIF Payments are calculated at the time the Customer's subscription associated with the Qualified Partner Referred Opportunity is closed (as reflected in a Signed Order Form) and provisioned by Zoom.
- j. SPIF Payments are opportunity-specific for the Qualified Partner Referred Opportunity and resulting Signed Order Form, and do not apply to subsequent upsells or add-on amendment orders thereafter; provided, however, that in the event TSD Partner provides written notice to Zoom in advance (before the initial Qualified Partner Referred Opportunity is closed) that there will be another purchase within three (3) months, then Zoom will calculate the SPIF Payment based on the Signed Order Form with the higher license count of Eligible Products. Upon receipt of such notice, Zoom shall withhold the SPIF Payment that would otherwise be due pursuant to Section 3(b) (*Payment Schedule*) until such time that the subsequent purchase is made and Zoom receives payment for the same. In order to qualify under this Section, the following order requirements must be met:
  - i. the minimum MRR for the subsequent purchase must be at least double the MRR reflected in the original Signed Order Form;
  - ii. the Signed Order Form for the subsequent purchase must be closed within three (3) months from the date the Qualified Partner Referred Opportunity is initially closed; and
  - iii. only one subsequent purchase closed within the three (3) month timeframe is eligible and, in the event of multiple subsequent purchases, Zoom reserves the right to determine which purchase will be used to calculate the SPIF Payment.

### 3. SPIF Payments.

- a. SPIF Payment Calculation. SPIF Payments will be calculated against the total monthly incremental amount owed to Zoom by the Customer for the Eligible Products sold at the time of the initial deal (and as reflected in a Signed Order Form) (except as otherwise set forth in Section 2(i)), where such deal resulted from a closed Qualified Partner Referred Opportunity, exclusive of Taxes and Fees applicable to the Eligible Products in the Signed Order Form.
  - i. Bundled Services. SPIF Payments will only be calculated on incremental net MRR for Eligible Products (where "net" means incremental MRR less any de-bookings). Previously sold Services (such as Meetings) that are now part of a bundle (such as Zoom One) will not qualify for a SPIF Payment. A bundle that includes an Eligible Product (such as Zoom Phone) will qualify for a SPIF Payment but the SPIF Payment calculation will be based on the incremental net new MRR. A Zoom One bundle that is replacing previously sold Services will not qualify for a SPIF Payment if (A) the net MRR result is a decrease in bookings from the original sale; or (B) there are no new Eligible Products sold through the replacement order.
  - ii. For clarity, SPIF Payments are based only on revenue actually received by



- Zoom from the Customer, and as such Zoom shall not owe SPIF Payments on revenue collected from the Customer by a third party (such as a reseller), any usage/consumption/Professional Services based services/charges or on any free periods, credits, or buyouts offered to Customers. Promotion qualification is determined in part by paid contract length. Buyouts and free periods (including credits in lieu of free periods) will not be included to determine contract length for qualification. If free period, credits or buyouts offered to the Customer impacts the total amount owed to Zoom by the Customer to be less than 50% of the MSRP of the Eligible Sales Order, Sales Order will not qualify for a SPIF payment
- iii. Premier Support and Professional Services Offerings are excluded from SPIF calculations.
  - iv. The SPIF payout rates will be based upon the Partner's Zoom Up level at month's end as defined in the Product, Partner Level, and Minimum Subscription Terms section of this document.
  - v. A one-time credit may impact SPIF Payment eligibility.
  - vi. In the event a Customer has canceled or downgraded their subscription to the Zoom Services within the six (6) months prior to the date of the closed Qualified Partner Referred Opportunity for which a SPIF Payment is claimed, and subsequently re-subscribes under a new Signed Order Form, Zoom may either (1) deny SPIF Payment eligibility in the event the Customer subscribes to the same Services in a new Signed Order Form as were previously subscribed to in the canceled subscription, even where such Services are Eligible Products under a current Promotion; or (2) provided the Customer subscribes to new (not contained in the canceled subscription) Eligible Products in the new Signed Order Form, adjust the SPIF Payment to be based on the incremental net MRR between the canceled subscription and the new subscription.
- b. Special Pricing. A closed Qualified Partner Referred Opportunity resulted in discounting to the Customer that was equal to or greater than fifty percent (50%) off MSRP will not be eligible for SPIF Payments.
  - c. Payment Schedule. SPIF Payments will be paid to TSDPartner by the last day of the month following the month in which Zoom receives full payment for the Eligible Products from Customer, and may be delayed by free months (including credits in lieu of free months) or buyouts.
  - d. Zoom Payment Platform. TSD Partners must use the XTRM platform (or any other platform/mechanism that Zoom may require) as implemented and required by Zoom for payment of SPIF Payments and any other amounts agreed to by Zoom in writing. Additionally, any refunds or chargebacks owed from TSD Partner or Authorized Agent to Zoom under these SPIF T&Cs must be transacted through the XTRM platform (or

any other platform/mechanism that Zoom may require). Further detail may be found in the Lead Referral Guidelines.

- e. Chargebacks. Should (1) the Customer cancel or reduce the Eligible Products associated with the closed Qualified Partner Referred Opportunity for which a SPIF Payment was made under this Promotion within 6 months of the paid period start date for the Customer's Eligible Products (as reflected in the Signed Order Form); or (2) Zoom refund or credit to the Customer any sums paid for the Eligible Products associated with the closed Qualified Partner Referred Opportunity for which a SPIF Payment was made under this Promotion, then the SPIF Payments will be subject to, at Zoom's option, either a prompt refund (of such SPIF Payments from TSD Partner to Zoom) or a full chargeback and recovery (deducted by Zoom from future Commissions, SPIF Payments, and/or bonus payments otherwise owed to the TSD Partner) of the total SPIF Payments made to the TSD Partner corresponding to the resulting decrease in revenue related to the Customer's closed Qualified Partner Referred Opportunity. If Zoom elects a chargeback, such chargeback will be on the TSD Partner's account. Authorized Agent acknowledges and agrees that the refund or chargeback, as applicable, may be deducted from the Authorized Agent's commissions and/or bonuses owed to Authorized Agent by the TSD Partner.
- f. Notwithstanding anything to the contrary in the TSD Partner Agreement or Promotion documentation, the following shall apply in situations in which the TSD Partner and/or Authorized Agent are no longer authorized Zoom partners:
  - i. If the TSD Partner that the closed Qualified Partner Referred Opportunity was initially registered to is no longer an TSD Partner (as set forth in the Zoom Up Partner Program Guide for TSDPartners) at the time Zoom is to make the SPIF Payment, then Zoom will instead pay the authorized TSD Partner that the Authorized Agent who registered such Qualified Partner Referred Opportunity is aligned to at the time the SPIF Payment is made.
  - ii. If the TSD Partner that the closed Qualified Partner Referred Opportunity was initially registered to is no longer an TSD Partner (as set forth in the Zoom Up Partner Program Guide for Technology Services Distributor Partners) at the time Zoom is to make the SPIF Payment, and the Authorized Agent who registered such Qualified Partner Referred Opportunity has not aligned with another TSD Partner, then Zoom shall have no obligation to pay the SPIF Payment.
  - iii. If both the Authorized Agent and the TSD Partner that the closed Qualified Partner Referred Opportunity were initially registered to are no longer authorized participants in the Zoom Up Partner Program for Referral Partners or the Zoom Up Partner Program for TSDPartners, as applicable and as set forth in the respective Program Guides, then Zoom shall have no obligation to pay the SPIF Payment.
  - iv. If the Agent who registered the Qualified Partner Referred Opportunity is no



longer an Authorized Agent in the Zoom Up Partner Program for Agents (as set forth in the Zoom Up Partner Program Guide for Agents) and the TSD Partner is still active, then Zoom will make the SPIF Payment to the TSD Partner that the closed Qualified Partner Referred Opportunity was initially registered to.

- g. SPIF Payment Disputes or Issues. If TSDPartner, in good faith, believes a SPIF Payment is incorrect or has not been paid when due, TSD Partner shall open a case with the Zoom Partner Success team with details on the Qualified Partner Referred Opportunity within sixty (60) days from the earlier of the SPIF Payment due date or the date the SPIF Payment was made by Zoom, to be eligible to receive an adjustment or credit, which adjustment or credit, if any, shall be determined in Zoom's sole and reasonable discretion after Zoom has reviewed all relevant information. Any case submitted after the foregoing sixty (60) day period shall not be considered.
- h. Upfront Bonuses. The SPIF Payment may include an Upfront Bonus, provided that all terms and conditions of the TSD Partner SPIF/Upfront Bonus Policy are met.

## **Technology Services Distributor Partner (formerly known as MASTER AGENT) SPIF Upfront Bonus Policy**

Effective Feb 1, 2024 through April 30, 2024

Subject to the terms and conditions of this Technology Services Distributor SPIF/Upfront Bonus Policy (this "Policy") and the Promotion, when a closed Qualified Partner Referred Opportunity, which meets all of the terms and conditions of the Promotion, includes six (6) or more free months (i.e. buyout, free months, promotion, etc.), Zoom will pay fifty percent (50%) of the eligible SPIF Payment within the six (6) months following the provisioning of the Signed Order Form and the other fifty percent (50%) in accordance with the Payment Schedule set forth in the SPIF T&Cs. Such upfront partial payment of the SPIF Payment shall be referred to herein as the "Upfront Bonus."

Capitalized terms used but not defined herein shall have the meaning ascribed to them in the SPIF T&Cs. In the event of a conflict between the terms and conditions in this Policy and the terms and conditions contained in the SPIF T&Cs, the terms and conditions contained in this Policy will control.

### **Upfront Bonus Eligibility**

To qualify for the Upfront Bonus the below requirements must be met:

- The closed Qualified Partner Referred Opportunity must be eligible for the Promotion (as set forth in Zoom's Promotion documentation and SPIF T&Cs).
- The Signed Order Form associated with the closed Qualified Partner Referred Opportunity must include at least six (6) free months of Services.
- The Signed Order Form associated with the closed Qualified Partner Referred Opportunity must include at least \$2k monthly (MRR) or \$24K annual invoice amount (ARR).
- The Signed Order Form associated with the closed Qualified Partner Referred Opportunity must include annual prepay terms. Opportunities with monthly billing terms do not qualify for Upfront Bonus.

### **Policy Overview**

The Upfront Bonus payment is calculated at the time the Customer's subscription associated with the Qualified Partner Referred Opportunity is closed (as reflected in a Signed Order Form) and provisioned by Zoom.

The Eligible Products and associated SPIF Payment is calculated based on the Signed Order Form and may not be the same as the invoice amount.

The SPIF Payment and the Upfront Bonus do not include any subsequent add-on or upsell amendment orders at any point in time during the Customer's contract term, including during any free period. Any add-ons or upsell amendment orders that occur between the date the Order Form is signed and the paid period start date will not result in additional Upfront Bonus payments or SPIF Payments. The Upfront Bonus may be reduced due to Customer downsells and/or cancellations, in accordance with the SPIF T&Cs. However, with respect to the Upfront Bonus and notwithstanding anything to the contrary in the SPIF T&Cs, any Upfront Bonus chargebacks that occur as a result of a Customer downsell and/or cancellation will occur at the time of the second SPIF Payment rather than at the time the Customer downsell and/or cancellation occurs. Standard applicable terms apply related to how Zoom calculates the SPIF Payment amount.

### **SPIF Payment Terms**

The Upfront Bonus will be paid within six (6) months following the provisioning of the Signed Order Form. The Upfront Bonus will be for fifty percent (50%) of the calculated eligible SPIF Payment. The remaining 50% of the calculated SPIF Payment will be paid in accordance with the Payment Schedule set forth in the SPIF T&Cs, as varied by the "SPIF Payment Revision" section below.

### **Zoom Payment Platform**

The TSD Partner must use the XTRM platform (or any other platform/mechanism that Zoom may require) as implemented and required by Zoom for payment of SPIF Payments, including Upfront Bonuses. Additionally, any refunds or chargebacks owed from TSD Partner or Authorized Agent to Zoom under this Policy must be transacted through the XTRM platform (or any other platform/mechanism that Zoom may require). Further detail may be found in the Lead Referral Guidelines.

Notwithstanding anything to the contrary in the TSD Partner Agreement or the Promotion documentation, the following shall apply in situations in which the TSD Partner and/or Authorized Agent are no longer authorized Zoom partners:

- If the TSD Partner that the closed Qualified Partner Referred Opportunity was initially registered to is no longer an TSD Partner (as set forth in the Zoom Up Partner Program Guide for Technology Services Distributors Partners) at the time Zoom is to make the remaining SPIF Payment, then Zoom will instead pay the TSDPartner that the Authorized Agent who registered such Qualified Partner Referred Opportunity is aligned to at the time the remaining SPIF Payment is made.
- If the TSD Partner that the closed Qualified Partner Referred Opportunity was initially registered to is no longer an TSD Partner (as set forth in the Zoom Up Partner Program

Guide for Technology Services Distributors) at the time Zoom is to make the remaining SPIF Payment, and the Authorized Agent who registered such Qualified Partner Referred Opportunity has not aligned with another TSD Partner, then Zoom shall have no obligation to pay the remaining SPIF Payment.

- If both the Authorized Agent and the TSD Partner that the closed Qualified Partner Referred Opportunity were initially registered to are no longer authorized partners in the Zoom Up Partner Program for Agents or the Zoom Up Partner Program for Technology Services Distributors, as applicable and as set forth in the respective Program Guides, then Zoom shall have no obligation to pay the remaining SPIF Payment.
- If the Authorized Agent who registered the Qualified Partner Referred Opportunity is no longer an Authorized Agent in the Zoom Up Partner Program for Agents (as set forth in the Zoom Up Partner Program Guide for Agents) and the TSD Partner is still active, then Zoom will make the remaining SPIF Payment to the TSD Partner that the closed Qualified Partner Referred Opportunity was initially registered to.

### **SPIF Payment Revision**

In the event of a downsell before the Customer's paid period start date that does not exceed fifty percent (50%) of the total contract value for the Eligible Products, as reflected in the Customer's Signed Order Form, then the remaining SPIF Payment will be recalculated based on the reduced total contract value for the Eligible Products after the downsell. Notwithstanding anything to the contrary in the SPIF T&Cs, Zoom will chargeback on the Upfront Bonus as a result of a downsell described in this paragraph.

In addition to Zoom's rights in the SPIF T&Cs, Zoom reserves the right to reclaim any Upfront Bonus if the Customer cancels or reduces the Eligible Products by more than fifty percent (50%) of the total contract price reflected in the Customer's signed Order Form. Zoom, in its sole discretion, shall either (1) demand a prompt refund of the Upfront Bonus in full from TSD Partner or (2) reclaim the Upfront Bonus by deducting future Commissions, SPIF Payments, and/or bonus payments otherwise owed to the TSD Partner.