

# Zoom Up Partner Program Supplement:

## Zoom Referral Incentive

June 2024

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# zoom up Partner Program

## Overview

The Zoom Referral Incentive Program (the “Program”) is designed to provide a quarterly reward to Authorized Technology Services Distributors (“TSDs”) and their Authorized Agents who refer certain Zoom Products (delineated below) to end customers (“Customers”) within their Authorized Territory (“Territory”). “TSD’s” and “Authorized Agents” may be referred to as “Authorized Partner(s)” throughout this Program Guide.

This Zoom Up Partner Program Supplement: Zoom Referral Incentive (“Program Guide”) describes the program policies, benefits and requirements applicable to any incentive described herein (“Incentive”). This Program Guide will remain in place until canceled or replaced with an updated version.

The terms and conditions set forth in this Program Guide are supplemental and subject to the Zoom Partner Agreement. For TSD’s, The “Zoom Partner Agreement” includes Zoom’s Master Partner Terms and Technology Services Distributor Schedule<sup>1</sup>. Unless otherwise specified, the terms used herein shall have the meanings ascribed to them in the Zoom Partner Agreement.

By participating in the Program, Authorized Partners hereby acknowledge and agree to the terms and conditions set forth herein.

## Partner Eligibility

The Incentive is available to only those Authorized Partners who (1) are in active, good standing in the Zoom Up Partner Program (2) have no past due invoices or amounts owing to Zoom, and (3) have executed (and continue to be compliant with) a Zoom Partner Agreement (collectively, the “Eligibility Requirements”).

In the event the Authorized Partner is terminated from the Zoom Up Partner Program or is no longer in active, good standing (in Zoom’s sole discretion for any given Zoom quarter), Zoom reserves the right to withhold the Incentive payment that would have otherwise been earned by the Authorized Partner during such quarter.

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<sup>1</sup> If TSD has not executed the Technology Services Distributor Schedule yet, the Master Agent Schedule will govern. Going forward, all TSD’s will be required to sign the new Technology Services Distributor Schedule.

\*Zoom Workplace was formerly known as Zoom One; SKUs are rebranded effective March 25, 2024 for new customers and May 24, 2024 for existing customers. Promotion eligibility applies to both Zoom One and Zoom Workplace services.

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## The Program

The Incentive under the Program provides a SPIF for Authorized Partners who submit an approved and qualified referral opportunity (“Deal Registration”) for any of the following products or solutions (“Qualified SKUs”):

Qualified Incentive SKUs	Terms	SPIF
Monthly SKUs for Zoom Phone, Zoom Contact Center and/or Zoom Virtual Agent SKUs	<ul style="list-style-type: none"> <li>· 24+ month contract</li> <li>· Monthly Payments</li> </ul>	<ul style="list-style-type: none"> <li>· Enrolled Level Partners: 2X MRR SPIF</li> <li>· Silver/Gold/Platinum Partners: 4X MRR SPIF</li> </ul>
Zoom Phone SKUs  Zoom Contact Center and/or Zoom Virtual Agent SKUs	<ul style="list-style-type: none"> <li>· 24 - 35 month contract</li> <li>· Annual Prepay</li> </ul>	<ul style="list-style-type: none"> <li>· Enrolled Level Partners: 2X MRR SPIF</li> <li>· Silver/Gold/Platinum Partners: 4X MRR SPIF</li> <li>· Max Payout: USD\$250,000</li> </ul>
Zoom Contact Center and/or Zoom Virtual Agent SKUs	<ul style="list-style-type: none"> <li>· 36+ month contract</li> <li>· Annual Prepay</li> </ul>	<ul style="list-style-type: none"> <li>· Enrolled Level Partners: 3X MRR SPIF</li> <li>· Silver/Gold/Platinum Partners: 6X MRR SPIF</li> <li>· Max Payout: USD\$250,000</li> </ul>
Workplace* Business Plus OR Workplace Enterprise, AND Zoom Contact Center	<ul style="list-style-type: none"> <li>· 36+ month contract</li> <li>· Annual Prepay</li> <li>· \$1000 MRR minimum</li> <li>· Each Product (Workplace and Zoom Contact Center) must account for 10% of total license count</li> </ul>	<ul style="list-style-type: none"> <li>· Enrolled Level Partners: 5X MRR SPIF</li> <li>· Silver/Gold/Platinum Partners: 10X MRR SPIF</li> <li>· Max Payout: USD\$500,000</li> </ul>

This Incentive is not stackable and cannot be combined with any other incentives for Zoom Workplace\*, Zoom Phone or Zoom Contact Center SKUs. If multiple incentives could apply in a given quarter, Authorized Partner must specify to Zoom which incentive it has elected prior to the commencement of the applicable quarter.

## Program Period

This Incentive will be available for a limited time, beginning May 1, 2024 and ending July 31, 2024 (“Program Period”). Zoom reserves the right to terminate this Program early or change the requirements, terms, and conditions at any time without prior notice.

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### Deal Registration

Authorized Partners must submit a Deal Registration to Zoom in the Zoom Up Partner Portal. The Deal Registration must be in compliance with the Agent Deal Guide and must contain the Qualified SKUs as outlined above. The Deal Registration must close (i.e. Customer signs an Order Form with Zoom and Zoom provisions the Services to the Customer) within the Program Period outlined above. The Incentive payment is a one-time payment on the initial Deal Registration only and does not apply to subsequent upsells or add-ons. **Exception** - if TSD Partner notifies Zoom in writing before the initial Deal Registration closes that there will be another purchase, Zoom will calculate the Incentive payment based on the signed Order Form with the higher license count.

### Qualifying Revenues

“Qualifying MRR” shall be determined using the following::

- (a) The Incentive applies only to MRR that is associated with the revenue derived from the referral of Qualified SKUs by the Authorized Partner in its Territory over the applicable quarter. As used in this Program, “MRR” shall refer to the list price less any discounts or additional special pricing discount associated with the Qualified SKUs purchased and paid for in the applicable quarter (net of any taxes or fees) by Customer.
- (b) Any free periods or credit in lieu value are factored into the net MRR.
- (c) Only MRR for Newly Invoiced Sales and sales deemed an Upsell (each, as defined below) for Qualified SKUs shall be applicable for calculation of the Incentive payable under this Program. This does not include renewals, overages or professional services. “Newly Invoiced Sales” means sales for a newly onboarded Customer referred by Authorized Partner (who was not already purchasing the Qualified SKUs either directly or indirectly from Zoom). “Upsell” means any sale by Zoom of new or additional Qualified SKU to an existing Customer of Zoom.
- (d) Opportunities that close with a discount of 50% or greater off list price are not eligible for the Incentive.
- (e) Zoom EDU SKUs do not qualify for the Incentive.
- (f) Partner Assist, Renewal, RFP and Bill-on-Behalf Opportunities do not qualify and are not eligible for SPIF Payments.
- (g) Zoom Workplace SKUs that include Zoom Phone that do not qualify for the Workplace + Zoom Contact Center incentive may qualify for the Zoom Phone incentive. See Calculations of Incentive below for details on how these opportunities will be credited.

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## Calculation of the Incentive

Following the close of each Zoom quarter and provided that the Authorized Partner meets all applicable Eligibility Requirements, Zoom will calculate the Incentive using the percentage of Qualifying MRR for Customers referred by the Authorized Partner in each Territory (as reflected in Customer's orders with Zoom) during the quarter as detailed below. Reference to "quarter" in this Program Guide is to Zoom's quarters within Zoom's fiscal year. Zoom's decision with respect to the amount of Incentive the Authorized Partner is entitled to is final.

In the event a dispute arises with respect to the foregoing determinations made by Zoom, the Authorized Partner, in good faith, must notify Zoom in writing no later than sixty (60) days after the close of the Zoom quarter in which the facts giving rise to the dispute arose. Zoom shall review all relevant information and make a final determination, in its sole discretion, with respect to the dispute. Any dispute raised after the timeframe articulated above will not be considered. Zoom's decision shall be final.

## New Invoiced Sales and Upsells

The Incentive payment for Newly Invoiced Sales will be calculated by using the Qualifying MRR for all Qualified SKUs that quarter, multiplied by the SPIF rate in the above table.

For Zoom Workplace SKUs that include Zoom Phone and that do not qualify for the Workplace + Zoom Contact Center incentive but do qualify for the Zoom Phone incentive, the Qualifying MRR will be calculated at 40% of the total Zoom Workplace MRR.

## Reductions

Any downsell, adjustments, or cancellations of Qualified SKUs will be reflected as reductions to the Qualifying MRR. In the event Qualifying MRR for which Authorized Partner was paid an Incentive is reduced in the current or future Zoom quarter(s) due to a downsell, adjustment, or cancellation, Zoom may reduce Authorized Partner's Qualifying MRR during the current or future Zoom quarter(s).

## Incentive Payment Schedule

SPIF Payments will be paid to TSD Partner 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.

## Incentive Payment Platform

All Incentive payments will be paid to the applicable TSD. Zoom will have no liability for paying Incentive payments directly to an Authorized Agent, and Authorized Agent shall only look to its TSD for payment. TSD's must use the XTRM platform (or any other platform/mechanism that Zoom may require) as implemented and required by Zoom for Incentive payments. Authorized Partners shall not be entitled to withhold payments owed to Zoom or credit payments against

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outstanding invoices owed by Authorized Partner on the basis of any Incentive which Authorized Partner may be entitled to under this Program Guide. No manual checks will be issued for Incentive payments. All payments will be in United States Dollars (USD). The XTRM platform payments are claimless, and Zoom will not attach purchase orders to payments.

### **Payment Errors**

If Zoom determines that any Incentive payments (or any portion thereof) were paid in error due to Zoom's miscalculation of the Qualifying Incentive payment amounts, or any other mistake/error resulting in Incentive payments not being earned or being inaccurate, Authorized Partner agrees that Zoom may reduce such amounts from future Incentive payments (including any other incentives or rebates not under this Program) after the error was discovered and/or request the return of the sums paid in error if the Authorized Partner no longer meets the Eligibility Requirements set out in this Program Guide. If Partner fails to return the sums paid in error in a timely manner, Zoom reserves the right to assess additional fees including, but not limited to, late fees and reasonable attorneys' fees for recoupment of such payment.

### **Chargebacks**

Should (1) the Customer cancel or reduce the Qualified SKUs associated with the Deal Registration for which an Incentive payment was made under within 6 months of the paid period start date for the Customer's Qualified SKUs (as reflected in the signed Order Form); or (2) Zoom refund or credit to the Customer any sums paid for the Qualified SKUs associated with the Deal Registration for which an Incentive payment was made, then such payments shall be subject to, at Zoom's option, either a prompt refund or a full chargeback and recovery (deducted by Zoom from future Commissions, Incentive Payments, and/or bonus payments otherwise owed to the Authorized Partner) of the total Incentive payments made to Authorized Partner corresponding to the resulting decrease in revenue related to the applicable Deal Registration. If Zoom elects a chargeback, such chargeback will be on the Authorized Partner's account. Authorized Agent acknowledges and agrees that the refund or chargeback, as applicable, may be deducted from Authorized Agent's commissions and/or bonuses owed to Authorized Agent by TSD.

### **Corruption Assurance**

No payments in connection with the Program shall be made in violation of applicable anti-corruption laws, including the Foreign Corrupt Practices Act of 1977, 15 U.S.C. 78 et seq., and the rules and regulations promulgated thereunder, the U.K. Bribery Act of 2010, and all other Laws applicable to Zoom or any of its subsidiaries concerning or relating to bribery or corruption; specifically, Partner has not and will not directly or indirectly promise, offer, or pay, or authorize the promise, offer, or payment of, any money or anything of value to influence any person in order to gain an improper business favor or advantage, nor has partner accepted, and will not accept in the future, such a payment.

### **Termination/Withdrawal**

If Authorized Partner wishes to withdraw from the Program, Authorized Partner must notify Zoom in writing in advance of such withdrawal. Upon withdrawal or termination of Authorized

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Partner Program

Partner’s participation in the Program, all rights and benefits conferred upon Authorized Partner in this Program Guide shall immediately terminate. Zoom shall have no liability whatsoever to Authorized Partner, including but not limited to contractual damages or losses in revenue, caused by Authorized Partner’s termination from the Program.

Website & Email Resources

Partner Portal	<a href="https://mypartnerportal.zoom.us">https://mypartnerportal.zoom.us</a>
Partner Program Questions	<a href="mailto:partner-success@zoom.us">partner-success@zoom.us</a>
Deal Registration Guide	<a href="https://mypartnerportal.zoom.us/s/content-detail?recordId=aFB6T000000k9eLWAQ&amp;mode=detail">https://mypartnerportal.zoom.us/s/content-detail?recordId=aFB6T000000k9eLWAQ&amp;mode=detail</a>
Finance & Operations Policy	<a href="https://mypartnerportal.zoom.us/s/content-detail?recordId=aFB6T000000k9cQWAQ&amp;mode=detail">https://mypartnerportal.zoom.us/s/content-detail?recordId=aFB6T000000k9cQWAQ&amp;mode=detail</a>
Billing & Invoicing	<a href="mailto:billing@zoom.us">billing@zoom.us</a>

SPIF Upfront Bonus Policy

Subject to the terms and conditions set forth in this Program Guide, when a closed Deal Registration, 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 may 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 Deal Registration 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 Deal Registration must include at least six (6) free months of Services.
  - The Signed Order Form associated with the closed Deal Registration must include at least \$2k monthly (MRR) or \$24K annual invoice amount (ARR).
  - The Signed Order Form associated with the closed Deal Registration must include annual prepay terms. Opportunities with monthly billing terms do not qualify for Upfront Bonus.

Policy Overview

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

### **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.

### **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.

### **SPIF Payment Reclamation**

In addition to Zoom's rights in the SPIF T&Cs, Zoom reserves the right, in its sole discretion, to reclaim any Upfront Bonus (in whole or in part, as applicable) if:

- (1) 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;
- (2) Zoom is unable to collect 100% of payments due to Zoom by Customer pursuant to the applicable Signed Order Form; or
- (3) Zoom terminates Customer (or the Signed Order Form) for breach of the agreement between Zoom and Customer governing the Order Form (i.e. Master Subscription Agreement or Terms of Service).

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 or Authorized Agent.