

VENDOR PASS-THROUGH TERMS

Zoom Phone Native Services

Vendor:	Zoom Video Communications, Inc. ("Zoom")
Product(s):	Zoom Phone Native Services
Version:	3
Territories	Austria, Belgium, Czech Republic, Denmark, Finland, France, Germany, Ireland, Italy, Luxembourg, Netherlands, Norway, Poland, Portugal, Slovakia, Spain, Sweden, Switzerland, UK, Israel, Iceland, Cyprus, Gibraltar, Greece, Malta, Monaco, Liechtenstein, Hungary, and Romania

Buyer is a Zoom Authorized Reseller Partner. In addition to Buyer's agreement (the "Agreement") with Zoom, the Terms and Conditions (available at eu.tdsynnex.com/terms-and-conditions) and the Country Specific Terms (available at eu.tdsynnex.com/country-specific-terms-of-sale), these terms and conditions ("**Vendor Pass-Through Terms**") apply to the purchase or licensing, as applicable, of Vendor Products (as set out above) by Buyer from TD SYNEX.

By purchasing or licensing, as applicable, the Vendor Products from TD SYNEX, Buyer agrees to these Vendor Pass-Through Terms, which shall form a part of the Agreement between TD SYNEX and Buyer.

To the extent required under these Vendor Pass-Through Terms, Buyer will flow down such terms to its customer in its agreements with such customer.

Vendor may amend these Vendor Pass-Through Terms from time to time. In such case, TD SYNEX will publish the updated terms on its website at: eu.tdsynnex.com/vendor-pass-through-terms. Buyer agrees to be bound by such updated pass-through terms. It is Buyer's responsibility to check such link from time to time.

In case of conflicts between these Vendor Pass-Through Terms and these Terms and Conditions or the Country Specific Terms, the Vendor Pass-Through Terms shall prevail.

Unless agreed otherwise in the following for the purposes of these Vendor Pass-Through Terms, capitalized terms shall have the meaning given in the Agreement.

1. Definitions. The following definitions apply to these Vendor Pass-Through Terms:

(a) "Applicable Laws" means all national, regional, state, provincial, and/or local laws, statutes, rules, regulations, ordinances, administrative rulings, judgments, decrees, legislation, treaties, orders, directives, policies, decisions, requests or instructions of a regulator, government body or agency, applicable to Zoom, TD SYNEX, Buyer, or Customer relating to

or concerning Zoom Phone or the activities, services, obligations and/or transactions contemplated by these Vendor Pass-Through Terms.

(b) “Customer Agreement” means the agreement between Buyer and a Customer pursuant to which the Customer procures the Zoom Phone Native Service, and as further specified in Section 6.

(c) “Deal Registration” means the deal registration program Buyer uses to register qualified opportunities, as described in the Program Guide and Deal Registration Guidelines.

(d) “Documentation” means accurate and complete copies of Buyer’s license, notification, registration, authorization, numbering plan (where applicable), or other applicable documentation (including subsequent renewals of the same) from the regulatory body having jurisdiction in the Territory authorizing Buyer to offer and/or sell Zoom Phone Native Services to its Customers. For avoidance of doubt, it is Buyer’s legal responsibility to determine and know of the Documentation applicable to it, allowing Buyer to resell VoIP and telephony in the Territory.

(e) “Order” shall mean an order to purchase the Zoom Phone Native Services placed by Buyer.

(f) “Terms and Policies” means all applicable Zoom Notices and Policies published at <https://zoom.us/legal>, and the Zoom Reseller Customer Terms of Service published at: <https://zoom.us/docs/en-us/EULA-terms-of-service.html>.

(g) “Zoom Phone Native Service(s)” means the single supply of Zoom’s cloud-based phone services, which use voice over internet protocol (VoIP), and allows two-way voice calling and private branch exchange (PBX) functionality, including call routing and associated functions, and also DIDs (Direct Inward Dialing), provisioning of phone numbers, PSTN (Public Switched Telephone Network) connectivity, and calling plans. Zoom Phone Native Service includes additional Zoom Phone features and functionalities as described on the zoom.us website.

2. Scope and Requirements

(a) Territory. Subject to the terms and conditions of these Vendor Pass-Through Terms, and if Buyer meets the eligibility requirements set forth in Section 2(e), then Buyer is authorized to purchase Zoom Phone Native Services from TD SYNEX and sell the Zoom Phone Native Services directly to its Customers, in the authorized Territory.

(b) U.S. Public Sector Exclusion. Buyer is not authorized to resell the Zoom Phone Native Services to U.S. Federal, State or local government agencies or individuals (the “U.S. Public Sector”) unless specifically authorized by Zoom in writing, in Zoom’s sole discretion. For clarity, the restriction on reselling to U.S. Public Sector generally applies to organizations with a .gov or .mil domain (e.g., U.S. Department of Defense, Colorado Department of Transportation, etc.). With the exception of U.S. service or military academies (e.g., U.S. Air Force Academy, West Point, etc.), Buyer is authorized to resell the Zoom Phone Native Services to organizations with a .edu domain (e.g., University of Colorado).

(c) When the Territory includes countries outside of the United States, Buyer is authorized to resell to individuals and/or agencies of the national or federal government associated with the

Territory, except (i) as otherwise provided in the Terms and Conditions of Sale or (ii) when the national and federal government is located in Russia or Venezuela.

(d) Provisioning of Zoom Phone Native Services. The provisioning and deployment of the Zoom Phone Native Services to the Customer(s) of Buyer under these Vendor Pass-Through terms is limited to those countries listed in the Zoom Phone Native Channel Availability Matrix, which is available in Zoom Partner Portal and is incorporated herein by this reference. Zoom reserves the right to add or change the Zoom Phone Native Channel Availability Matrix at any time in Zoom's sole discretion.

(e) Eligibility. To be eligible to enter into and operate under these Vendor Pass-Through Terms, Buyer must, prior to placing any Orders for the Zoom Phone Native Services, provide TD SYNEX with Documentation (and promptly update same in the event of any material change to such Documentation);

(f) Orders. Buyer shall not be entitled to place Orders for the Zoom Phone Native Services directly to Zoom.

(g) In the event Buyer is in material breach of the Agreement entered into with Zoom, TD SYNEX may terminate Buyer's right to resell the Zoom Phone Native Services without termination of the Terms and Conditions of Sale between TD SYNEX and Buyer.

3. Telecommunications Regulatory and Territory Requirements

(a) Buyers are the Providers in the Territory. Buyer acknowledges and agrees that, notwithstanding anything to the contrary in the Zoom Reseller Customer Terms of Service [published at: <https://zoom.us/docs/en-us/EULA-terms-of-service.html>], and having carried out all relevant enquiries and due diligence (including as to the application of telecommunications regulations in the Territory), TD SYNEX is entering into these Vendor Pass-Through Terms as an authorised distributor of Zoom Phone Native Services and any associated products or services only and, in particular, in reliance on the Buyer's undertaking that: (a) it shall not use the Zoom Phone Native Services or any associated products or services for its own use; and (b) the following applies: Under applicable telecommunications regulations, the Buyer who sells Zoom Phone Native Services and any associated products or services to its Customers pursuant to its Agreement with Zoom is the provider of Zoom Phone Native Services and any associated products or services to such Customers. Buyer shall remain responsible for its continuing compliance with all telecommunications regulations in the Territory that apply to the Zoom Phone Native Services and any associated products or services. Further, Buyer shall disclose in writing to its Customers that, per telecommunications regulations, it is the provider of the Zoom Phone Native Services and any associated products or services in the Territory.

(b) Obligation to Comply with Telecommunications and Data Privacy Regulations. Buyer shall fulfill and comply with all Applicable Laws, including applicable telecommunications regulations and/or rules, regulations, and requirements of the telecommunications regulatory authority (or authorities) of the Territory, including without limitation the submission of any notifications or registrations applicable to the resale of Zoom Phone Native Services. Additionally, Buyer shall fulfill and comply with all applicable data privacy obligations of the Territory, including protection of Customer information.

(c) Phone Numbers and Provisioning. There is no assignment or suballocation of phone numbers occurring under these Vendor Pass-Through Terms. Zoom is the provider and provisioner of phone numbers directly to Customers. Availability and use of phone numbers provided and/or provisioned by Zoom is subject to the Zoom Phone Numbering Policy published online at: <https://explore.zoom.us/en/trust/zoomphone-numbering-policy/>.

(d) Ancillary Agreements. Additional agreements concerning phone numbers (including tri-party agreements between Zoom, the underlying service provider, and Customer) may be necessary based on specific country regulations or telecommunications compliance requirements.

4. Buyer's Responsibilities

(a) Buyer is responsible for obtaining and maintaining, without interruption, all applicable Authorizations necessary to purchase and sell Zoom Phone Native Services. "Authorizations" shall mean any applicable licenses, certifications, permits, registrations, filings, consents and approvals required by legal, governmental and/or regulatory authorities.

(b) Renewals. Buyer agrees that all Orders must be for a minimum 12-month subscription term and set to automatically renew for an additional 12-month period at the end of each term. TD SYNEX will issue an invoice to Buyer automatically upon the start of each Order term. Buyer must pay TD SYNEX for each Order renewal unless Buyer explicitly cancels the Order in writing at least thirty (30) days prior to the commencement of the next renewal term.

(c) Billings. In the event Buyer purchases additional Zoom Phone Native Services for a Customer during the term of such Customer's existing Order, such additional Zoom Phone Native Services must be coterminous with the existing Order term and will be prorated for the remaining portion of the term. TD SYNEX will generate a prorated invoice to Buyer.

(d) Direct Customer Migration. In the event a Customer is migrated from the Customer having a direct contractual relationship with Buyer to a direct contractual relationship with Zoom or a Zoom designee, Zoom may, in its sole discretion and as an accommodation, issue a prorated refund for the paid, but unused, Service Fees for such Customer's account when the Order is migrated (a "Migration Refund"). TD SYNEX shall pay such Migration Refund to Buyer and Buyer shall pay such Migration Refund to the Customer within fourteen (14) days of Buyer's receipt of such funds from TD SYNEX.

(e) Buyer represents and warrants that (i) Buyer's performance of its responsibilities and obligations under these Vendor Pass-Through Terms will not violate any Applicable Laws; (ii) Buyer will not assume or enter into any legal, contractual or other obligation or otherwise conduct itself in a manner that will interfere with its ability to perform its responsibilities and obligations under these Vendor Pass-Through Terms in accordance with Applicable Laws; and (iii) Buyer will not carry out any act or omission that may result in Zoom and/or TD SYNEX breaching any Applicable Laws, including but not limited to, any telecommunications law, rule or regulation.

(f) No Unauthorized Statements to Telecommunications Regulators. Buyer shall not make any statement, reference or submission (written or oral) about Zoom and/or Zoom Phone to

any telecommunications regulatory authority without Zoom's prior written consent and approval, which may be withheld by Zoom.

(g) Deal Registration. Buyer shall use the deal registration system to register all qualified opportunities.

5. Service Fees and Billing

(a) Metered and Variable Billings.

i. Billing Plans. To the extent Buyer places an Order for a Zoom Phone Native Services SKU that is subject to metered/variable billing (as defined by Zoom), such metered/variable billings shall be charged to Buyer based on the applicable Customer's use and consumption. TD SYNEX shall bill Buyer in arrears for usage on a metered/variable billing plan based on the number of call minutes the applicable Customer utilizes in the prior month, multiplied by the applicable Zoom Phone Native Services calling rate set forth at <https://zoom.us/billing/pbx/rates>. For clarity, metered/variable billings are considered additional Service Fees.

ii. Buyer Duty to Inform Customer. Buyer shall inform its Customers, regarding how Zoom Phone Native Service metered/variable billing plans work and how Customer consumption under such billing plans affect the services fees associated with such metered/variable billing plans.

iii. Any failure of Buyer to timely pay TD SYNEX amounts owed for metered/variable usage portion of Zoom Phone Native Services is a breach of these Vendor Pass-Through Terms and subject to an interest of five percent (5%) above the current interest rate of the Federal Funds Rate or the maximum rate permitted by applicable law, and Buyer is liable to pay all costs, expenses and attorneys' fees pertaining to the collection of unpaid amounts owed to TD SYNEX.

iv. If a Zoom Phone Native Services SKU that is subject to metered/variable billing is procured by a Customer, then Buyer is responsible for and shall pay TD SYNEX all applicable usage charges, even if the underlying Customer does not pay.

(b) Service Fees and Payment Terms. Buyer must pay TD SYNEX the invoiced Service Fees for each Order as set forth in the Terms and Conditions of Sale. Buyer is obligated to pay Service Fees to TD SYNEX regardless of whether or not Buyer has collected fees from its Customers. Buyer bears all of the risk of nonpayment for Zoom Phone Native Services by its Customers.

(c) Overages. Separate charges for overage amounts and per-use charges (collectively, "Overage Charges") may also apply and Buyer agrees to pay these Overage Charges if a Customer incurs them. Certain Services, such as audio and cloud recording plans purchased by Buyer for a Customer, can trigger these Overage Charges. Overage Charges are considered additional Service Fees. No adjustment will be made, or credit or refund given, for usage that is less than the Customer's commitment. TD SYNEX will automatically issue a monthly invoice, invoiced in arrears, for the Overage Charges to Buyer for which no discount

is applied, and Buyer will be responsible for paying TD SYNEX for such invoices regardless of Buyer obtaining any payment from Customer for such Overage Charges. In the case of discounts or promotional pricing, such as Customer being granted free periods, credits, and/or buyouts, Customer is still responsible for Overage Charges and Buyer is still responsible for paying TD SYNEX for such Overage Charges.

6. Customer Agreement

Buyer shall incorporate into each Customer Agreement the Reseller Customer Terms of Service located on Zoom's website (published at: zoom.us/docs/en-us/EULA-terms-of-service.html) (the "Reseller Customer Terms of Service"). Zoom has the right to immediately suspend or disconnect Customer and/or end user access to the Zoom Phone Native Services in the event of a breach of Zoom's Terms and Policies.

7. Third-Party Offerings and Integrations

For the avoidance of doubt, Buyer's and/or Customer's relationship and dealings, including without limitation any collection or use of data, with third party providers of goods or services ("3P Providers") that interoperate with Zoom Phone Native Services (e.g., third party applications for which integrations are available) or that are used in connection with Zoom Phone Native Services (e.g., broadband, MPLS, and equipment leasing services) shall in each case be governed by Buyer's and/or Customer's agreement with the applicable 3P Provider and are outside the scope of these Vendor Pass-Through Terms. In no event shall Zoom and/or TD SYNEX be liable or responsible: (a) for any act or omission of any 3P Provider or any operation, usage, or provision of its goods or services (e.g., any access, modification, or deletion of data) to Buyer or Customer, regardless of whether Zoom and/or TD SYNEX endorses, refers Customer to, approves of Customer's use of, or agrees to bill and/or collect on behalf of such 3P Provider or designates any such goods or services of 3P Provider as "certified," "approved," "recommended," etc., (b) for supporting any such goods or services of a 3P Provider, or (c) for ensuring the continued availability or operation of any such goods or services of a 3P Provider or any integrations with Zoom Phone Native Services or other features designed to interoperate with Zoom Services, which integrations or features may be discontinued at any time.

8. Compliance with Laws

(a) In addition to the compliance with laws obligations set forth in the Terms and Conditions of Sale, Buyer shall fully comply with all Applicable Laws, instructions, requests, orders, decisions, and directives from governmental and telecommunications regulatory bodies having jurisdiction over Buyer, including but not limited to regulatory authorities in the Territory and national numbering plans. If Buyer is informed or obtains information that Buyer is or may be in violation of an Applicable Law, Buyer shall immediately (i) notify TD SYNEX of the violation; and (ii) take all appropriate steps to remedy the violation and become compliant with the

Applicable Law. If Buyer fails to become compliant with the Applicable Law, TD SYNEX reserves the right to suspend or terminate these Vendor Pass-Through Terms.

(b) Change in Applicable Laws or Change of Underlying Service Providers' Requirements. In the event of any change in Applicable Laws, or any change in Zoom's underlying service providers' requirements that would prohibit or otherwise materially interfere with Zoom's ability to provide products or services subject to, or under, these Vendor Pass-Through Terms, Zoom and TD SYNEX may without liability (i) suspend or discontinue offering the affected product or service; (ii) modify the terms of these Vendor Pass-Through Terms to comply with such change; or (iii) terminate these Vendor Pass-Through Terms upon written notice to Buyer.

9. Emergency Calling Services

(a) Emergency Calling Notifications. Buyer acknowledges and agrees to (i) notify its Customers of all applicable emergency calling notices, policies, processes, and procedures published on Zoom's website at <https://zoom.us/trust/resources>; (ii) require its Customers to agree in writing to be bound by the foregoing notices, policies, processes and procedures as further described in the Agreement; (iii) if required in the Territory to comply with Applicable Laws, distribute warning stickers or other appropriate labels warning its Customers that emergency service may be limited or not available for VoIP.

(b) EMERGENCY SERVICES LIMITATION OF LIABILITY. Nothing in these Vendor Pass-Through Terms is intended to imply or create liability for Zoom and/or TD SYNEX for:

- i. Any failure of emergency services, or inability to reach or use emergency services including without limitation due to an outage of Zoom Services; or the inability to place or complete emergency calls from any Zoom-enabled device, Customer line, or Customer premises, or inability to access emergency personnel.
- ii. Any failure of any emergency responders to respond, or to respond to the correct location where the equipment, Customer, or caller is physically present or where such emergency services are required; and
- iii. Any failure of emergency services, or inability to reach or use emergency services due to circumstances outside of Zoom's or TD SYNEX's control including but not limited to: (A) loss of electrical power; (B) loss of internet connectivity; (C) defective or misconfigured equipment; (D) network congestion; (E) delays associated with updating the registered service location; (F) restrictions created by non-voice equipment; (G) relocated equipment, including outside of the Territory; (H) the simultaneous use of one line with multiple pieces of equipment; (I) failure of emergency response centers to answer an emergency call; (J) failures of any third parties that are responsible for routing emergency calls; (K) the use of non-native telephone numbers; (L) failure of any emergency service personnel to call back directly to the number from which an emergency call was made or failure of equipment to receive callbacks from emergency service personnel; or (M) natural disasters, fires, floods, storms, earthquakes, accidents, war, terrorist acts or other acts of insurrection, labor dispute with regional impact, or malfunction of utility, communication or transportation systems.

10. Term and Termination

(a) Term. Unless earlier terminated as provided in these Vendor Pass-Through Terms, the initial term of these Vendor Pass-Through Terms shall commence when Buyer accept these Vendor Pass-Through Terms (the “Effective Date”) and continue for a period of one (1) year, and will automatically renew for additional one-year terms (the initial term and renewal term(s) collectively referred to as the “Term”). Either Party may elect not to renew these Vendor Pass-Through Terms by providing written notice to the other Party at least thirty (30) days prior to the expiration of the initial term or current renewal term, as applicable.

(b) Suspension or Termination. In the event Buyer breaches Section 2(e) (Eligibility) or Section 8 (Compliance with Laws), then TD SYNEX may immediately suspend the provision of the Zoom Phone Native Services; suspend Buyer’s ability to procure additional Zoom Phone Native Services; and/or upon written notice to Buyer, terminate these Vendor Pass-Through Terms.

(c) Responsibilities on Termination.

i. Survival of Orders. In the event that the term of any Order (as set forth in such Order), extends beyond the term of these Vendor Pass-Through Terms, then the Term of these Vendor Pass-Through Terms will be automatically extended through the date of expiration or sooner termination of such Order and applicable only to such Order, unless the Customer Agreement associated with such Order is transferred to Zoom or its designee.

ii. Cessation of Sale. Upon termination or expiration of these Vendor Pass-Through Terms, Buyer shall immediately cease soliciting and submitting new Orders for the Zoom Phone Native Service except as otherwise agreed in writing by TD SYNEX.

(d) Post-Termination Process. Upon any termination of these Vendor Pass-Through Terms, termination of Buyer’s agreement with TD SYNEX or termination of Zoom’s agreement with Buyer, Zoom and TD SYNEX may either, by providing written notice to Buyer: (1) permit all or a portion of the Orders for Zoom Phone Native Services in effect at the time of termination to continue through the end of the then-current term of such Order, or (2) at termination or at any point thereafter, require Buyer to transfer to Zoom and/or Zoom’s designee all or a portion of such Orders. In the event Zoom elects to require that Orders be transferred, Buyer will cooperate with Zoom in good faith and will provide all reasonable assistance to Zoom as necessary to ensure all Orders and/or Customer Agreements are transferred either to Zoom or Zoom’s designee. In the event an Order is not transferred to Zoom or Zoom’s designee under this Section, Buyer will continue to fulfill its contractual obligations under the existing Agreement with respect to any Orders extending after the date of termination until the expiration of the Customer’s then-current subscription term to the Zoom Phone Native Service, subject to the terms in this Section. Buyer will provide all reasonable cooperation and assistance to enable Customers to continue to receive the Zoom Phone Native Services directly from Zoom or through Zoom’s designee following termination of these Vendor Pass-Through Terms, termination of Buyer’s agreement with TD SYNEX, or termination of Zoom’s agreement with Buyer. Further, upon request, Buyer will promptly provide TD SYNEX all relevant documentation and information about the applicable Customers, including, but not

limited to, documentation required by the Compliance with Laws and Records and Audit provisions of the Terms and Conditions of Sale.

(e) Surviving Obligations and Limitations. The termination or expiration of these Vendor Pass-Through Terms, termination of TD SYNEX's agreement with Buyer, or termination of the agreement between Zoom and Buyer, will not operate to discharge any liability that had been incurred by either Party prior to any such termination or expiration, including, but not limited to, any outstanding invoices for Service Fees. Buyer agrees that Zoom may contact its Customers directly to solicit purchases of any Zoom Phone Native Services from Zoom or its designee in the event these Vendor Pass-Through Terms, the agreement between Zoom and Buyer, the Customer Agreement, or an associated Order terminates or expires. Upon termination of these Vendor Pass-Through Terms, all licenses granted hereunder will immediately terminate except as otherwise explicitly set forth herein.