

PROFESSIONAL SERVICES TERMS FOR AVAYA CLOUD SERVICES

THESE PROFESSIONAL SERVICES TERMS FOR AVAYA CLOUD SERVICES ("TERMS") ARE BETWEEN AVAYA WORLD SERVICES INC., A DELAWARE USA CORPORATION, WITH AN ADDRESS AT 4655 GREAT AMERICA PARKWAY, SANTA CLARA, CALIFORNIA 95054 UNITED STATES OR THE APPROPRIATE AVAYA AFFILIATE PROVIDING THE PROFESSIONAL SERVICES ("AVAYA"). "CUSTOMER" OR "YOU" OR "YOUR" MEANS, AS THE CONTEXT REQUIRES, THE CUSTOMER OR CUSTOMER AFFILIATE FOR A GIVEN COUNTRY ISSUING AN ORDER UNDER THESE TERMS UPON AVAYA. THESE TERMS APPLY IF AND TO THE EXTENT CUSTOMER ORDERS IMPLEMENTATION, ONBOARDING, PROFESSIONAL AND/OR MANAGED SERVICES ("PROFESSIONAL SERVICES") IN ASSOCIATION WITH AN ORDER FOR AVAYA CLOUD SERVICES. THE EFFECTIVE DATE OF THESE TERMS IS THE DATE AVAYA ACCEPTS YOUR ORDER COVERING PROFESSIONAL SERVICES.

CUSTOMER REPRESENTS THAT IT HAS AUTHORIZED THE PERSON ORDERING THE PROFESSIONAL SERVICES TO BIND IT TO THESE TERMS. THE PERSON ACCEPTING THESE TERMS ON YOUR BEHALF REPRESENTS THAT HE OR SHE HAS READ THESE TERMS IN FULL AND HAS FULL LEGAL AUTHORITY TO LEGALLY BIND YOU TO THESE TERMS. YOUR ORDERING OF THE PROFESSIONAL SERVICES SHALL SERVE AS YOUR FULL ACCEPTANCE OF THESE TERMS, AND ONLINE ACCEPTANCE OF THESE TERMS WILL HAVE THE SAME LEGAL EFFECT AS IF YOU WERE PROVIDING A HANDWRITTEN SIGNATURE OF ACCEPTANCE.

1. SCOPE; ORDER OF PRECEDENCE; CHANGES

1.1 Services Provided. Avaya will provide the Professional Services as specified in an order, and as described in a statement of work executed by both parties ("SOW"). Professional Services may include installation and configuration, onboarding, management, consulting and other services where Avaya creates and delivers customized software, customized documentation, or other work product ("Deliverable") and/or completes other defined objectives or a defined phase of Professional Services ("Project Phase") on a milestone basis, time and material or other basis ("T&M Services"). T&M Services are Professional Services provided on a time and materials basis in exchange for hourly, daily or monthly fees and expense reimbursements calculated on the basis of Avaya service records, if applicable as defined in the SOW. Deliverables do not include generally available hardware and software or any installation and configuration of generally available software and hardware. To the extent an SOW provides that Avaya will deliver generally available Avaya products and related services, such products and services must be purchased pursuant to a separate purchase agreement with Avaya.

1.2 Changes. Changes in Professional Services will be made in accordance with Avaya's change process defined in the SOW.

1.3 Orders. Only the execution of an in-country order, incorporating the terms and conditions of these Terms, by Customer or its local Affiliate on the local Avaya Affiliate constitutes a contract between those parties in that country. Affiliate, as used in these Terms, means, with respect to either party, an entity that is directly or indirectly controlling, controlled by, or under common control with a signatory of this Agreement. For purposes of this definition, "**control**" means the power to direct the management and policies of such party, directly or indirectly, whether through ownership of voting securities, by contract or otherwise; and the term "**controlled**" has the meaning correlative to the foregoing. Each order placed and accepted under these Terms will be deemed a separate contract between Customer Affiliate who issues such order and Avaya Affiliate who accepts it. Any Affiliate of Customer will be permitted to place orders hereunder; however, such Affiliates may be subject to credit approval by Avaya. The order will be in the same currency as the applicable quote. An electronic order will be binding upon Customer as if submitted in writing.

1.4 Acceptance of Orders. Orders are subject to acceptance by Avaya. Avaya may accept an order by electronic mail, at the email address provided by Customer to Avaya from time to time, or other agreed means of electronic communication, or by commencing to perform Professional Services. Accepted orders will be deemed to incorporate and be subject to these Terms. Orders will be governed by the Terms even when they lack an express reference to these Terms. All other terms and conditions contained in any purchase order or other document not expressly referenced in these Terms will have no effect.

1.5 Order of Precedence. Should there be a conflict between the Terms (including its Schedules and Attachments), the order of precedence will be: (i) the Terms, (ii) any applicable Avaya Cloud Service Description describing the Avaya Cloud Service for which the Professional Services relate, (iii) any SOW, and (iv) any ancillary documents referenced in any applicable Avaya Cloud Service Description or SOW.. In the event of a conflict between the license terms contained in these Terms and the license terms Customer accepts prior to license activation, installation or downloading of the Software that Avaya delivers electronically to its customers, the license terms in these Terms will prevail, except with respect to third party elements subject to a third party license, in which case the third party license will apply.

1.6 Compliance. Customer and Avaya will cause their Affiliates to comply with the provisions of this Section.

2. ACCEPTANCE PROCEDURES

2.1 T&M Services. T&M Services are deemed accepted upon performance.

2.2 SOW without Acceptance Criteria. Where the SOW does not contain specific acceptance criteria, Professional Services are deemed accepted upon the earlier of either: (i) production use (unless Avaya expressly states otherwise in the Avaya Cloud Service Description), (ii) Avaya providing notice of completion to Customer; or (iii) Customer signature of an acceptance certificate.

2.3 SOW with Acceptance Criteria. Professional Services or a Project Phase, as applicable, are deemed accepted upon the earlier of either: (i) production use (unless Avaya expressly states otherwise in the Service Description); (ii) the end of the acceptance period, if any, as set out in the SOW or order (as applicable), unless before the end of the acceptance period Avaya has received from Customer a rejection notice indicating in reasonable detail the material failure of the Professional Services or a Project Phase, as applicable, to conform to the agreed acceptance criteria in the acceptance procedures ("Rejection Notice"); or (iii) Customer signature of an acceptance certificate. If Professional Services or a Project Phase, as applicable, fails to conform to the agreed acceptance criteria and Avaya has received a timely Rejection Notice within 10 days, then Avaya will re-perform the non-conforming Professional Services or Project Phase within 20 days, as applicable, and re-submit it for acceptance as described above. If, after resubmission, Professional Services or Project Phase (as applicable) fail to conform to the agreed acceptance criteria in any material respect, then Customer's remedies will be either to: (a) terminate the non-conforming Professional Services or a Project Phase, as applicable, and return all non-conforming Deliverables for a refund of the applicable Professional Services fees paid under the SOW; or (b) accept and pay for the Professional Services or a Project Phase, as applicable, subject to the warranties and remedies described in Section 5 below. Customer will be deemed to have accepted the applicable Professional Services or Project Phase in accordance with subsection (b) above if Avaya has not received a written termination notice within 10 days of Avaya's resubmission for acceptance.

2.4 Acceptance certificate. Upon acceptance or deemed acceptance in accordance with this Section 2, if requested by Avaya, Customer will sign and return an acceptance certificate without delay. Acceptance certificates may be provided by Customer to Avaya by electronic mail, at the email address provided by Avaya to Customer from time to time, or other agreed means of electronic communication.

2.5 Production Use. Unless otherwise provided for in the acceptance criteria of the applicable SOW or unless stated otherwise by Avaya in the Service Description, production use will constitute acceptance for all purposes under these Terms.

2.6 Project Delays. If performance of Professional Services is delayed for any reason at the request of Customer (including its agents or any third parties acting on its behalf), Avaya may invoice and customer agrees to pay Avaya, for any additional costs reasonably incurred by Avaya as a direct result of such delay, including, if applicable, rescheduling costs. If such delay continues for more than 30 days Avaya may terminate the SOW, Project Phase or order, as applicable, and will be entitled to invoice, and Customer agrees to pay 100% of the fees associated with the Professional Services performed to date, and 10% of all sums due for Professional Services as contained in the relevant order or SOW being cancelled. Where a Customer requests a delay prior to the commencement of Professional Services, and such delay continues for more than 30 days, Avaya may terminate the applicable SOW, Project Phase or order as applicable and Customer will pay for the Professional Services performed to the date of termination plus 10% of the fees that would have been due if the SOW, project phase or order had not been cancelled.

3. TRANSFER OF RISK; LICENSE TO DELIVERABLES; INTELLECTUAL PROPERTY RIGHTS

3.1 Transfer of Risk. Risk of loss will pass to Customer when the carrier receives the Deliverable for shipment to Customer or when the Deliverable arrives on Customer's premises, whichever occurs earlier.

3.2 License to Deliverables. Subject to Customer's payment of fees for the Professional Services, Avaya grants Customer a non-exclusive, non-transferable, limited, non-sublicenseable license to use Deliverables solely with the Avaya Cloud Service for which the Professional Services and Deliverables relate and solely for Customer's internal business use.

3.3 Customer Owns Customer IP. Customer reserves all rights, including, but not limited to, ownership, title, intellectual property rights and all other rights and interests in and to any computer programs (in object or source code format or any other form), know-how, inventions, processes, data bases, documentation, training materials and any other intellectual property and any tangible embodiments of it (collectively "Intellectual Property" or "IP") that Customer owns and makes available to Avaya (collectively "Customer IP") under these Terms.

3.4 Avaya Owns Avaya IP. Avaya reserves all rights, including, but not limited to, ownership, title, and all other rights and interests in, and to, any Intellectual Property that Avaya owned prior to providing Professional Services under these Terms, any Intellectual Property that Avaya develops, creates, or otherwise acquires independently of these Terms, and any Intellectual Property that Avaya develops, creates, or otherwise acquires (excluding Customer IP) while performing Professional Services under these Terms, including but not limited to any Deliverables.

4. INVOICING AND PAYMENT

4.1 Unless otherwise expressly agreed in any applicable Avaya Cloud Service Description, SOW or otherwise in writing, Avaya will invoice Customer for Professional Services as follows: (i) 50% of the total Professional Services or Project Phase value, as applicable, will be invoiced on the order date or Project Phase within a SOW and the remaining fees will be invoiced on acceptance of the project, or the Project Phase when applicable, as set forth in Section 2.

4.2 T&M Services will be invoiced monthly in arrears

4.3 Invoicing and Payment. Where available from Avaya and unless otherwise requested by Customer in writing, Avaya will invoice to, and process payments from, Customer via Avaya's electronic billing application. Payment of undisputed portions of invoices is due within 30 days from the date of Avaya's invoice. Customer will inform Avaya in writing of any disputed portion of an invoice within 15 days from the date of Avaya's invoice.

4.4 Late Charges. Customer will pay all bank charges, taxes, duties, levies and other costs and commissions associated with methods of invoicing and payment. Avaya may suspend licenses and performance of orders for which payment is overdue until the overdue amount is paid in full. Overdue payments will be subject to a late payment charge of the lesser of 1.5% per month or the maximum rate allowed by applicable law. Customer will reimburse Avaya for reasonable attorneys' fees and any other costs associated with collecting delinquent payments.

4.5 Taxes. Unless Customer provides Avaya with a current tax exemption certificate, Customer is solely responsible for paying all legally required taxes, including without limitation any withholding, sales, excise or other taxes and fees which may be levied upon the sale, movement, transfer of ownership, license, installation or use of products or services ("Tax"). However, Customer will have no liability with respect to: (i) Taxes that are imposed on Avaya by a taxing authority in a jurisdiction in which Avaya is subject to tax as a result of transactions or activities other than, and without regard to, these Terms, and that are imposed on, measured by, or based upon net income of Avaya; and (ii) Taxes in the nature of franchise, doing business, or capital stock taxes if such Taxes are based on or measured by capital stock value, par value or net worth of Avaya and are imposed by any taxing jurisdiction in which Avaya is subject to such taxes as a result of transactions or activities not related to these Terms.

4.6 If Customer is required to bear a Tax pursuant to this Section or make any withholding, then Customer will pay such Tax and any additional amounts as are necessary to ensure that the net amounts received by Avaya hereunder, after all such payments or withholdings, equal the amounts to which Avaya is otherwise entitled under these Terms as if such Tax or withholding did not exist.

5. WARRANTY

5.1 Warranty Period. The warranty period for Professional Services and Deliverables will be 30 days beginning on the acceptance date of the Professional Services or a Project Phase, as applicable (the "Warranty Period").

5.2 Warranty. During the Warranty Period, Avaya warrants to Customer that: (i) Professional Services will be carried out in a professional and workmanlike manner by qualified personnel; and (ii) Deliverables will conform in all material respects to the specifications contained in the SOW. However, Avaya does not warrant that software contained in the Deliverables will perform uninterrupted or error-free.

5.3 Remedies

5.3.1 Professional Services. To the extent that Avaya has not performed Professional Services or the applicable Project Phase in accordance with the above warranty ("Non-Conformity") and Avaya receives written notice from Customer within the Warranty Period that identifies the Non-Conformity in reasonable detail, Avaya will re-perform the applicable Professional Services or a Project Phase. If Avaya determines that re-performance is not commercially reasonable: (i) Avaya will refund to Customer the fees for the non-conforming Professional Services or the non-conforming Project Phase, as applicable; or (ii) in the case of T&M Services, Customer may cancel the affected T&M Services, subject to payment of fees for T&M Services already performed.

5.3.2 Deliverables. If Avaya receives from Customer within the Warranty Period a written notice describing in reasonable detail how the Deliverables failed to be in conformance with the above warranty, Avaya will, at its option, repair or replace the non-conforming Deliverables, or refund to Customer the applicable fees upon return of the non-conforming Deliverables.

5.4 Exclusive Remedies. THE REMEDIES SET FORTH IN THIS SECTION WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND WILL BE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES CUSTOMER MAY HAVE AGAINST AVAYA WITH RESPECT TO THE NON-CONFORMANCE OF PROFESSIONAL SERVICES, PROJECT PHASE AND/OR DELIVERABLES.

5.5 Disclaimer. Professional Services provided to enhance network security are not a guaranty against malicious code, deleterious routines, and other techniques and tools employed by computer "hackers" and other third parties to create security exposures. Neither Avaya nor its suppliers make any warranty, express or implied, that all security threats and vulnerabilities will be detected or that Professional Services will render an end user's network or particular network elements safe from intrusions and other security breaches.

6. GOVERNING LAW AND DISPUTE RESOLUTION

6.1 Governing Law. These Terms and any dispute, claim or controversy arising out of or relating to these Terms ("Dispute"), including without limitation the formation, interpretation, breach or termination of these Terms, or any issue regarding whether a Dispute is subject to arbitration under these Terms, will be governed by New York State laws, excluding conflict of law principles, and the United Nations Convention on Contracts for the International Sale of Goods.

6.2 Dispute Resolution. Any Dispute will be resolved in accordance with the provisions of this Section. The disputing party shall give the other party written notice of the Dispute in accordance with the notice provision of these Terms. The parties will attempt in good faith to resolve each controversy or claim within 30 days, or such other longer period as the parties may mutually agree, following the delivery of such notice, by negotiations between designated representatives of the parties who have dispute resolution authority.

6.3 Arbitration of Non-US Disputes. If a Dispute that arose anywhere other than in the United States or is based upon an alleged breach committed anywhere other than in the United States cannot be settled under the procedures and within the timeframe set forth in Section, it will be conclusively determined upon request of either party by a final and binding arbitration proceeding to be held in accordance with the Rules of Arbitration of the International Chamber of Commerce by a single arbitrator appointed by the parties or (failing agreement) by an arbitrator appointed by the President of the International Chamber of Commerce (from time to time), except that if the aggregate claims, cross claims and counterclaims by any one party

against the other party exceed One Million US Dollars at the time all claims, including cross claims and counterclaims are filed, the proceeding will be held in accordance with the Rules of Arbitration of the International Chamber of Commerce by a panel of three arbitrator(s) appointed in accordance with the Rules of Arbitration of the International Chamber of Commerce. The arbitration will be conducted in the English language, at a location agreed by the parties or (failing agreement) ordered by the arbitrator(s). The arbitrator(s) will have authority only to award compensatory damages within the scope of the limitations of Section 8 and will not award punitive or exemplary damages. The arbitrator(s) will not have the authority to limit, expand or otherwise modify the Terms. The ruling by the arbitrator(s) will be final and binding on the parties and may be entered in any court having jurisdiction over the parties or any of their assets. The parties will evenly split the cost of the arbitrator(s) fees, but Avaya and Customer will each bear its own attorneys' fees and other costs associated with the arbitration. The parties, their representatives, other participants and the arbitrator(s) will hold the existence, content and results of the arbitration in strict confidence to the fullest extent permitted by law. Any disclosure of the existence, content and results of the arbitration will be as limited and narrowed as required to comply with the applicable law. By way of illustration, if the applicable law mandates the disclosure of the monetary amount of an arbitration award only, the underlying opinion or rationale for that award may not be disclosed.

6.4 Choice of Forum for US Disputes. If a Dispute by one party against the other that arose in the United States or is based upon an alleged breach committed in the United States cannot be settled under the procedures and within the timeframe set forth in Section 6.2, then either party may bring an action or proceeding solely in either the Supreme Court of the State of New York, New York County, or the United States District Court for the Southern District of New York. Except as otherwise stated, each party consents to the exclusive jurisdiction of those courts, including their appellate courts, for the purpose of all actions and proceedings arising out of or relating to these Terms.

6.5 Injunctive Relief. Nothing in these Terms will be construed to preclude either party from seeking provisional remedies, including, but not limited to, temporary restraining orders and preliminary injunctions from any court of competent jurisdiction in order to protect its rights, including its rights pending arbitration, at any time. The parties agree that the arbitration provision may be enforced by injunction or other equitable order, and no bond or security of any kind will be required with respect to any such injunction or order.

6.6 Time Limit. Actions on Disputes between the parties must be brought in accordance with this Section within 2 years after the cause of action arises.

6.7 Compliance. Customer and Avaya will cause their Affiliates to comply with the dispute resolution procedures described in this Section.

7. TERM AND TERMINATION.

7.1 Term. The term of a SOW or order for Professional Services will begin on the date specified in the SOW or order for Professional Services, or, where not specified, on the date the SOW or order for Professional Services is accepted by Avaya. The term of the SOW or order for Professional Services will continue until the work is completed or the SOW or order for Professional Services is terminated earlier in accordance with this Section. In the event a SOW is required by Avaya to process an order, Customer must sign and return such SOW within 75 days of submitting the order. In the event Customer does not submit the SOW within such 75 day period, Avaya may terminate the corresponding order and Customer shall pay 10% of the Professional Services fees that would have been due if the order had not been cancelled.

7.2 Termination. Unless otherwise provided in the SOW, either party may terminate Professional Services or any Project Phase that has not been accepted in accordance with section 2, upon 45 days prior written notice, and Customer will pay for Professional Services performed to the date of termination and all non-refundable or non-terminable out-of-pocket expenses Avaya incurred. In the event the termination is made by Customer, Customer shall also pay 10% of the fees that would have been due if the SOW, Project Phase or order had not been cancelled.

8. LIMITATION OF LIABILITY

8.1 EXCEPT FOR CLAIMS OF PERSONAL INJURY, WILLFUL MISCONDUCT, AND/OR VIOLATION OF AVAYA'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT WILL AVAYA AND ITS AFFILIATES AND LICENSORS, OR CUSTOMER, BE LIABLE UNDER THESE TERMS, REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OR INABILITY TO USE THE PROFESSIONAL SERVICES OR ANY DELIVERABLES HEREUNDER, OR OTHERWISE FOR: (A) ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, STATUTORY, INDIRECT, OR CONSEQUENTIAL DAMAGES; (B) LOSS OR CORRUPTION OF DATA OR INTERRUPTED OR LOSS OF BUSINESS; OR (C) TOLL FRAUD, ANY LOSS OF PROFITS, REVENUE, REPUTATION, GOODWILL, OR ANTICIPATED SALES OR SAVINGS, OR COST OF COVER, SUBSTITUTE GOODS, OR PERFORMANCE, EVEN IF AVAYA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2 ALL LIABILITY OF AVAYA, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, AND LICENSORS COLLECTIVELY FOR CLAIMS ARISING OUT OF THESE TERMS, CUSTOMER'S ORDER, OR ANY SOW RELATED TO THE PROFESSIONAL SERVICES, SHALL NOT EXCEED THE FEES PAID TO AVAYA FOR THE PROFESSIONAL SERVICES DURING THE TWELVE (12) MONTHS BEFORE THE LAST EVENT THAT GAVE RISE TO THE CLAIM. THE LIMIT IS IN THE AGGREGATE AND NOT PER INCIDENT.

8.3 NOTHING IN THESE TERMS LIMITS OR EXCLUDES LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW.

9. CONFIDENTIAL INFORMATION

9.1 "Confidential Information" means either party's business and/or technical information, trade secrets, unpatented inventions or confidential intellectual property, financial information including pricing, discounts forecasting or sales data, information acquired during any location visit, and other information regardless of whether in tangible or other form if marked or otherwise expressly identified in writing as confidential. Information communicated verbally will qualify as Confidential Information if: (a) designated as confidential or proprietary at the time of disclosure and summarized in a writing so marked and delivered to the receiving party within 30 days after disclosure, in which case Confidential Information contained in such summary (not information contained solely in the nontangible disclosure) will be subject to the restrictions in these Terms; or (b) a reasonable person would know, based on the circumstances surrounding disclosure and the nature of the information, that the information should be treated as confidential. Confidential Information excludes information that: (i) is publicly available other than by an act or omission of the receiving party; (ii) subsequent to its disclosure was lawfully received from a third party having the right to disseminate the information without restriction on its dissemination or disclosure; (iii) was known by the receiving party prior to its receipt and was not received from a third party in breach of that third party's confidentiality obligations; or (iv) was independently developed by the receiving party without use of the disclosing party's Confidential Information. Notwithstanding the requirements in these Terms, Confidential Information that is required to be disclosed by court order or other lawful government action, may be disclosed as required to comply with such order or action, but only to the extent so ordered, provided that to the extent allowed by applicable law the receiving party provides prompt written notification to the disclosing party of the pending disclosure so the disclosing party may attempt, at its expense, to obtain a protective order or other remedy. The receiving party will take reasonable steps to attempt to preserve the confidentiality of the disclosing party's Confidential Information and agrees to provide reasonable assistance to the disclosing party should the disclosing party attempt to obtain a protective order or other remedy.

9.2 Confidentiality Obligations. Each party will: (i) protect such Confidential Information received from the other party with the same degree of care as it uses to protect its own Confidential Information, but in no event with less than a reasonable degree of care; (ii) restrict disclosure of such Confidential Information to receiving party's employees, agents, directors, officers, professional legal advisers, Affiliates or subcontractors with a need to know and who are bound by confidentiality obligations with the receiving party at least as protective as the terms herein ("Authorized Parties"); (iii) advise such Authorized Parties of the obligations assumed in these Terms; (iv) be responsible for any Authorized Party's noncompliance with the Terms; and (v) not disclose any Confidential Information to any third party other than an Authorized Party. Neither party will use or disclose the other party's Confidential Information except as permitted in this Section 9 or for the purpose of performing obligations under these Terms. THE CONFIDENTIALITY OBLIGATIONS OF EACH PARTY WILL SURVIVE FOR 3 YEARS FOLLOWING EXPIRATION OR TERMINATION OF THESE TERMS AND ANY ORDERS UNDER IT, OR THE PERIOD REQUIRED BY APPLICABLE LAW, WHICHEVER IS GREATER, INCLUDING LAWS GOVERNING THE PROTECTION OF PERSONALLY IDENTIFIABLE INFORMATION AND THE PROTECTION OF TRADE SECRETS; PROVIDED TRADE SECRETS WILL REMAIN CONFIDENTIAL FOR SO LONG AS THEY REMAIN TRADE SECRETS UNDER APPLICABLE LAW OR UNTIL CONFIDENTIAL INFORMATION FALLS UNDER ONE OF THE EXCEPTIONS TO THE CONFIDENTIALITY OBLIGATIONS SPECIFIED IN THIS SECTION. Upon termination or expiration of these Terms, written request of the disclosing party, or receiving party's determination that it no longer has a need for the disclosing party's Confidential Information, the receiving party will cease all use of the disclosing party's Confidential Information and will promptly return, or at the disclosing party's request destroy, all Confidential Information, including any copies, in tangible form in that party's possession or under its control, including Confidential Information stored on any medium. Notwithstanding the foregoing, the receiving party may retain copies of the disclosing party's Confidential Information: (a) as part of the receiving party's archival records (including backup systems) that the receiving party keeps in the ordinary course of its business, but only as required by the receiving party's records retention policies; (b) as may be required by law; or (c) if and only to the extent they are relevant to a dispute between the parties. Such retained Confidential Information may not be used or retained for any purpose other than as set out in subsections (a) through (c) and will be destroyed in the ordinary course of business in compliance with the receiving party's records retention policies. Until such destruction has occurred, Confidential Information so retained will remain subject to the Terms. Upon request, a party will certify in writing its compliance with this Section.

10. NON SOLICITATION

10.1 During the period Avaya provides Professional Services and one year after completion of all Professional Services or payment by Customer of all fees for Professional Services, whichever occurs later, Customer will not solicit for employment any Avaya employee performing the Professional Services. If Customer hires any such Avaya employee prior to the end of this period, either as an employee or independent contractor, Customer will pay Avaya a finder's fee equal to 100% of the Avaya employee's last gross annual salary, in addition to any other remedies available to Avaya, at law or in equity. Nothing in this Section will restrict Customer's right to recruit or solicit generally in the media or to hire an Avaya employee who answers any advertisement or who applies for hire without having been recruited or solicited personally by Customer.

11. MISCELLANEOUS

11.1 Compliance. The parties will observe all applicable laws and regulations when using the Deliverables or any other work product of any Professional Services hereunder. Deliverables, Avaya work product and Professional Services are subject to applicable import and export laws and regulations of the United States and other countries. Each party, at its own expense, will comply with applicable export and import laws and regulations, including those of the United States that prohibit or limit export to certain countries, for certain uses, or to certain end-users. Each party agrees to provide the other party the information, support documents and assistance as may be reasonably required in connection with securing necessary authorizations

or licenses required for the transactions contemplated by these Terms or in connection with associated reporting or recordkeeping obligations. Customer certifies that it is not on the U.S. Department of Commerce's Denied Parties List or affiliated lists, the U.S. Department of Treasury's Specially Designated Nationals List or on any other export exclusion list of any other U.S. or non U.S. governmental agency. Customer further certifies that neither the U.S. Bureau of Industry and Security nor any other U.S. or non U.S. governmental agency has issued sanctions against Customer or otherwise suspended, revoked or denied Customer's import or export privileges. Additional information relevant to Avaya's compliance with applicable export and import laws and regulations can be obtained by contacting Avaya Global Trade Compliance at globaltrade@avaya.com.

11.2 Assignment & Subcontractors. Avaya may assign these Terms and any order under these Terms in whole or in part to any of its Affiliates or to any entity to which Avaya may sell, transfer, convey, assign or lease all or substantially all of the assets or properties used in connection with its performance under these Terms. Any other assignment of these Terms or any rights or obligations under these Terms without the express written consent of the other party will be invalid. Avaya may subcontract any or all of its obligations to be performed by it under these Terms, but will retain responsibility for the work. Avaya also may assign these Terms or any order in whole or in part as it relates to a particular country to an Avaya channel partner in that country without consent of Customer or Customer Affiliate. Avaya will endeavor to provide Customer with prompt notice of any assignment to such Avaya channel partner.

11.3 Force Majeure. Neither party will be liable for any delay or failure in performance to the extent the delay or failure is caused by events beyond the party's reasonable control, including without limitation, fire, flood, Act of God, explosion, terroristic acts, hacking, malware, ransomware, business interruption or data loss caused by malicious or criminal act, war or the engagement of hostilities, strike, embargo, labor dispute, government requirement, civil disturbances, civil or military authority, or inability to secure materials or transportation facilities.

11.4 Notices. Unless specified elsewhere in these Terms and its Attachments or Schedules, any notice under these Terms will be in writing in English (notwithstanding the language of the Agreement) and addressed to the Customer at the address provided when ordering the Professional Services (or to any other address that Customer may designate in writing) or to Avaya at:

Avaya World Services Inc.

Attn: VP of Law

4655 Great American Parkway

Santa Clara, CA 95054 USA Email: lglnotices@avaya.com

Notices will be delivered by: (i) personal delivery; (ii) courier or first class mail (with all fees or postage prepaid); (iii) facsimile (with confirmation of transmission); or (iv) an e-mail of a duly signed PDF document (with receipt confirmed). Notices will be deemed to have been given, as applicable, on the earlier of: (a) the date of receipt; (b) two working days after sending by courier; (iii) five working days after first class posting; (c) next working day after sending by email.

11.5 Publicity. Either party may disclose the terms hereof or a specific project under these Terms if such disclosure is required by U.S. or foreign state or federal law, applicable regulatory authorities (including, but not limited to, either party's obligation to disclose such information pursuant to the rules and regulations promulgated by the U.S. Securities and Exchange Commission), court order or other lawful government action; provided that, to the extent disclosure is required by court or governmental order, only to the extent the receiving party provides prompt written notification to the disclosing party of the pending disclosure so the disclosing party may attempt to obtain a protective order.

11.6 Entire Agreement. These Terms constitute the entire understanding of the parties with respect to the subject matter of these Terms and will supersede all previous and contemporaneous communications, representations or understandings, either oral or written, between the parties relating to that subject matter and will not be contradicted or supplemented by any prior course of dealing between the parties. Any modifications or amendments to these Terms must be in writing and physically or electronically signed by both parties. In no event will electronic mail constitute a modification or amendment to these Terms. If any provision of these Terms is determined to be unenforceable or invalid by court decision, these Terms will not be rendered unenforceable or invalid as a whole, and the provision will be changed and interpreted so as to best accomplish the objectives of the original provision within the limits of applicable law. The failure of either party to assert any of its rights under these Terms, including, but not limited to, the right to terminate these Terms in the event of breach or default by the other party, will not be deemed to constitute a waiver by that party of its right to enforce each and every provision of these Terms in accordance with its terms.

11.7 Interpretation. In these Terms: (i) a reference to the singular includes the plural and vice versa, unless the context otherwise requires; (ii) the headings are inserted for convenience only and will not affect the interpretation of these Terms; and (iii) whenever the words "include", "includes", "including" or "in particular" (or similar derivatives) are used, they are deemed to be followed by the words "without limitation".

11.8 Agreement in English. The parties confirm that it is their wish that these Terms, as well as all other documents relating hereto, including all notices, have been and shall be drawn up in the English language only. Les parties aux présentes confirment leur volonté que cette convention, de même que tous les documents, y compris tout avis, qui s'y rattachent, soient rédigés en langue anglaise.

END OF TERMS

Proprietary and Confidential
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