

AVAYA



Sales Agents Account Manager Go-Big Booster Avaya Public Cloud Global

1 January 2021 to 30 March 2021

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1 Avaya Public Cloud Sales Agents Go-Big Booster

The objective of this Incentive is to recognize and reward the Sales Agent Account Managers (“AM”) for selling Avaya Cloud Office (ACO) or CCaaS. Reward redemptions will be processed via Brightspot Incentives & Events in the form of pre-paid cards in US and Canada. Rewards will be in the form of points in EMEA & APAC to be redeemed via the merchandizing platform.

2 Availability and Incentive Period

This Incentive is available to Avaya Public Cloud Sales Agents that sell ACO or CCaaS. For the Sales Agent to participate in the Program, both the Sales Agent and each AM must first register in the Program and confirm acceptance of its terms and conditions. Once enrolled, the Sales Agents and its registered AMs can participate in various incentives offered under the Program. For detailed enrollment and registration information, please refer to Section 6 of this policy guide (“**Policy Guide**”).

This Incentive is offered for a limited time and applies to ACO and CCaaS orders booked with Avaya between 1 January 2021 and 30 March 2021. All orders must be visible on the Public Cloud portal before 30 March 2021. Awards for qualifying orders will be paid based upon the contract start date.

3 Incentive Description

This Go-Big Booster provides each registered AM Sales Agents with an opportunity to earn Rewards for each of the Elements described below. Only sales to End Customers qualify for this Incentive. Sales from a master agent to a sales agent is not eligible for this incentive.

3.1 Avaya Cloud Office (ACO)

Avaya is offering Sales Agents AMs a one-time \$10.00 reward per ACO seat sold with a 24-month contract or greater. This Reward can be stacked on top of existing Sales Agents AM rewards. Deals with special terms, including but not limited to, service credits or discounts that exceed generally available public Avaya Cloud Office promotions are subject to review and modification which may include non-payment of this reward.

For the term of this Go-Big booster, there will not be any reward cap on the ACO element of the Incentive.

3.2 Avaya OneCloud CCaaS

Avaya is offering Sales Agents AMs a lucrative one-time \$30.00 reward per CCaaS seat sold with a 12-month contract or greater. This Reward can be stacked on top of existing Sales Agents AM rewards. Deals with special terms, including but not limited to, service credits or discounts that exceed generally available public Avaya Public Cloud promotions are subject to review and modification which may include non-payment of this reward.

For the term of this Go-Big booster, there will not be any reward cap on the CCaaS element of the Incentive.

4 Calculation of the Reward

This Incentive provides the Sales Agent with an opportunity to earn Rewards of \$10 per ACO seat sold and \$30 per CCaaS seat sold.

5 Reward claims

In order for any opportunity to be eligible for the Reward it must be claimed following the process described in this Section.

The Sales Agents AM is required to complete and submit a Reward claim "ACO" via the incentive website www.edgeloaltyawards.com. After logging in, the AM will select the incentive they are claiming and provide the required information to enable Avaya to validate the claim and process the Reward payment.

Claim Submission

Select Your Claim Type: *

--- Select One ---

--- Select One ---

ACO

Reward claims must be submitted no later than 20 calendar days after the end date of this program. All claims submitted after this date will be rejected. Therefore, it is recommended that the Sales Agent's AMs start to secure the required information and documentation for the Reward claims well in advance of the deadline. Only one Reward claim per incentive type can be submitted for each unique order and the related quote number. Any duplicate order or quote numbers submitted will be automatically rejected, and no payment will be processed. Avaya will endeavor to acknowledge all successfully completed and submitted Reward claims by email within two working days of submission.

6 Reward Payments

Rewards under this Incentive will be made available directly to the AMs of the Sales Agents. The Reward represents the total payment that will be made to the Sales Agents AM under this Incentive.

Payment

Reward claims will be reconciled at the end of the program period.

Minimum Payout Threshold

Due to the administration cost of Reward payments, Rewards that amount to a sum lower than \$150.00 USD will not be paid and cannot be carried forward to the following quarter.

Maximum Payout Amount

Reward payouts are capped at \$20,000 USD. Rewards exceeding this maximum payout amount will not be paid and cannot be carried forward to the following quarter.

7 Rightful Employer

AMs of the Sales Agent remain the employees or contractors (as applicable) of the Sales Agent. Under no circumstances will the Sales Agent AMs be considered employees, contractors or agents of Avaya or any of its affiliates. For the avoidance of doubt, in no event will the Sales Agent be considered an agent of Avaya or its affiliates.

The Sales Agent agrees to comply with all its obligations, including in particular any employment, tax, social security, pension and insurance obligations. This includes, but is not limited to, the collection and submission to the relevant authorities of any withholding taxes (including payroll taxes, social security, insurance and similar taxes, duties and payments), and compliance with reporting requirements. The Sales Agent is also responsible for any additional taxes (such as employer's social security) which fall due on such payments. Nothing in this Incentive or Policy guide will be deemed to give rise or impose any such obligations, responsibilities or liabilities upon Avaya.

The Sales Agent agrees to indemnify Avaya (and its affiliates) from and against losses, damages, claims, suits and liabilities (including court costs and reasonable attorney fees) that arise out of or result from the Sales Agent's failure to comply with its obligations pursuant to this Section. The Sales Agent agrees that Avaya may withhold such amount from future payments under this Incentive or the Program, and/or set it off against any other payments Avaya may owe the Sales Agent under any contract or otherwise.

Avaya reserves the right in its sole discretion to change, cancel, suspend, amend, modify, revoke or terminate this program, in whole or in part, for any reason at any time. This document contains proprietary information of Avaya Inc. and is not to be disclosed or used except in accordance with applicable agreements.

8 Responsibilities of Reward recipients

The recipient of the Reward agrees to comply with all its obligations, including (without limitation) any applicable employment, tax, social security, pension and insurance obligations. In particular, the recipient is solely responsible for payment of any withholding, income or similar taxes, and nothing in this Incentive or Policy guide will be deemed to give rise or impose any such obligations, responsibilities or liabilities upon Avaya.

The Reward recipient agrees to indemnify Avaya (and its affiliates) from and against losses, damages, claims, suits and liabilities (including court costs and reasonable attorney fees) that arise out of or result from the recipient's failure to comply with its obligations pursuant to this Section. The recipient agrees that Avaya may withhold such amount from future payments under this Incentive or the Program, and/or set it off against any other payments Avaya may owe the recipient under any contract or otherwise.

9 Changes in employment

If an AM registered in the Program leaves the employment of a participating Sales Agent, such AM must submit all Reward claims before the last day of employment. No Reward claims will be accepted after that date and the AM will not be entitled to any Reward claim or payout.

The same applies if an AM registered in the Program leaves the employment of a participating Sales Agent and is subsequently employed by a different Sales Agent who is also participating in the Program, except that such AM can re-enroll in the Program under the new Sales Agent. It is not possible to transfer an AM enrollment from one Sales Agent company to another or to transfer any Rewards from one account to another.

10 Enrollment

In order for the Sales Agent Account Manager to participate in this Incentive both the Sales Agent and its AMs are required to first register for this Incentive and confirm acceptance of its terms and conditions. The registration can be completed on the Avaya Edge Loyalty Awards Portal at www.edgeloyaltyawards.com as follows:

- **First**, the Sales Agent is required to register by completing the [Sales Agent Enrollment](#) form.
- **Second**, after the Sales Agent registration has been completed, its AMs are required to register by completing the [Account Manager Enrollment](#) form.

Avaya will endeavor to acknowledge all successfully completed and submitted enrollments by email within 2 working days of the registration.

Unless otherwise indicated by Avaya, no registration is required if the Sales Agents and its AMs have previously registered for the Program.

11 Program Stacking and Combination Rules

This Incentive cannot be used in conjunction with any other Avaya Loyalty Awards Program. However, Rewards under this Incentive can be combined with other reward Programs, promotions, and special bids that are not part of that Program.

12 Additional Resources and Contacts

For Program questions, please contact your Master Agent, Avaya Channel Account Manager or the [Avaya Edge Loyalty Awards Team](#)

Appendix A: Rebate Program Terms

This Program is subject to the following program terms

1. Avaya reserves the sole right to determine whether a Reseller has satisfied the program's requirements and other criteria, including eligibility.

2. As from the effective date of this document, this document is the only in-force policy covering this Program, and supersedes all its previous versions, regardless of the date of transaction, fiscal period, deal, order, invoice, or reporting period. All Program decisions will be made in accordance with the terms outlined in this document.
3. Eligibility to participate in this program does not guarantee a rebate/commission pay-out by this program. This program's compensation is contingent on confirmed Reseller performance against the program's requirements, including program-specific terms and conditions.
4. References to quarter periods in this announcement are Avaya fiscal-year quarters, unless otherwise specified.
5. Due to handling and processing costs, any qualifying rebates of \$150 or less under this program are forfeited by the Reseller and will not be paid. In addition, payments of qualifying rebates greater than \$150 will be rounded, up or down, to the nearest even \$100.
6. In the event End User (i) negotiates non-standard contractual terms and conditions with Avaya, (ii) requires that Reseller obtain non-standard terms, pricing, discounts, or other requirements from Avaya, or (iii) otherwise requires Avaya to agree to any terms, conditions, or other requirements that, in Avaya's sole determination, (a) are not within Avaya's normal business, financial, delivery, licensing, or legal models and methods or (b) increase Avaya's risks, costs, or expenses, Avaya may, in its sole discretion and at any time without notice, reduce, cap, modify or delete the fees, credits, commissions, discounts, awards, or other payments to be made to Reseller and/or Distributor as described in this document.
7. If, at any point, Avaya determines, whether by audit or otherwise, that a Reseller has been overpaid, Avaya may in its sole discretion withhold any amounts so overpaid from the Reseller's future payments, whether under this Program or otherwise. Alternatively, Avaya may in its sole discretion invoice the Resellers directly for any such overpayments.
8. Resellers are responsible for tracking and monitoring their Avaya purchases to ensure final results for any period meet or exceed their benefit pay-out objectives under this program. Earning a rebate/commission is entirely dependent meeting the program requirements.
9. If Avaya, in its sole discretion, determines that a Reseller withholds orders in a quarter to inflate a subsequent quarter's results and, thereby, artificially maximize their Program pay-out, it may remove that Reseller from this Program and/or disqualify that Reseller from future participation in any other program Avaya may launch.
10. Avaya may suspend the rebate payout to any Reseller that has an outstanding balance due Avaya, is no longer designated a partner in good standing, is pending deauthorization, or is undergoing a Brand Protection audit. Avaya will formally notify the Reseller of this action. If the Reseller has not fully remediated the issue within 30 days of the notice, Avaya may permanently cancel such Program payment in whole or in part.

11. Because the rebates/commissions are not paid on the front-end, or at the transactional level, the compensation offered by this program is incremental to any other establish, rebates, or incentives offered by Avaya. Participants may use Special Bids and other marketing programs or promotions with this program.
12. Licenses must be activated and/or hardware must be shipped, in accordance with the agreed shipping terms, by 2:00 PM local time on the last day of the quarter to qualify for the Program's calculation in the same quarter.
13. For the purposes of this Program, Reseller's results will not be adjusted for any issue related to order shipment or invoicing, whether resulting from Avaya's fault or for reasons outside its control. Such issues may be in connection with supply chain order error, special bids, or of any other issue arising from supply chain logistics, order fulfillment, shipping, or billing, including without limitation issues in connection with Avaya-authorized distributors.
14. Although Avaya will endeavor to ensure accuracy and completeness of the data and calculation of the Reseller's achievement of its target under this Program, each Reseller should review its quarterly results numbers with their CAM. If any error is detected, the CAM must notify the Edge Incentive program manager immediately. Contact details can be found in the Additional Resources & Contacts section of this guide. Avaya will not, however, entertain Reseller requests for audits of the results of this Program.
15. Any financial matter related to this program's implementation or administration is deemed in US currency.
16. This program is administered globally by the Avaya Edge global channel program office.
17. This program is subject to Additional Terms and Conditions included as an Appendix in this policy guide.

Terms updated April 15, 2020

Appendix B: Additional Terms and Conditions

The terms and conditions outlined herein will be in effect for the duration of this program.

1. Reseller must be otherwise authorized for each product line and meet any additional requirements for reselling specific products. The Reseller is not automatically authorized for a product line by virtue of receiving this documentation.
2. Violation of the terms and conditions of this program may result in the Reseller being billed for any discount received associated with this program, and possible disqualification from participating in this program and other promotions. In addition, such violation of the terms and conditions of this program may also jeopardize a participant's status as a Partner in Good Standing, which is a basic requirement of Avaya Edge. Failure to comply with these Additional Terms and Conditions shall be considered a material breach of the Reseller's reseller agreement with Avaya.
3. Avaya may, in its sole discretion and without notice, cancel, suspend, amend,

modify, cap, revoke, or terminate this Program, in whole or in part, for any reason, at any time.

4. All Reseller's purchases covered under this Program are fulfilled under the terms and conditions under which the Reseller has agreed to resell Avaya products and services. This Program does not alter or change those terms and conditions unless otherwise specifically stated in this Program.
5. In the event of a Reseller acquisition or merger, that Reseller's continued participation in this program must be approved and authorized by Avaya in its sole discretion.
6. Avaya expressly disclaims any and all liability relating to the results of any of its marketing plans or promotions/programs.
7. Avaya Channel Account Managers or other similar Avaya representatives have no authority to interpret or vary the terms of this program.
8. Avaya reserves the sole right to interpret and establish the terms and conditions of this program.
9. All orders must be placed through Avaya's order management system or an authorized distributor of Avaya. Billing, shipment, and payment for licenses or equipment covered under this Program shall follow standard Avaya procedures. Any product obtained in an unauthorized manner may be considered a material breach of the Reseller's reseller agreement with Avaya and may jeopardize that Reseller's status as a Partner in Good Standing with Avaya and disqualify the Reseller from participating in any Avaya Edge benefits.
10. Information contained in this Program is confidential and proprietary information of Avaya and is provided for the internal use of Avaya and its authorized Resellers.
11. In no event shall Avaya be liable for any errors or omissions resulting from the information contained in this Program. Any communication of this Program or its parameters beyond an authorized Reseller may jeopardize the Reseller's status as a Partner in Good Standing with Avaya.
12. Reseller's participation in this Program is deemed to be the Reseller's acceptance of all the terms and conditions of this Program and shall be considered Reseller's consent to fully comply with any related audit request issued by Avaya. If the Reseller does not agree with any terms or conditions of this Program, that Reseller it may not participate in this Program.
13. Both Avaya and the Reseller agree that customer information or any other sales-related information provided to Avaya under this Program is confidential and proprietary whether marked as such or not. Avaya agrees that it shall use such information solely for the purposes of this Program, or as otherwise permitted under the reseller agreement between Avaya and the Reseller, and for no other purposes.
14. Only Avaya may modify the terms and conditions of this Program. Any other change or modification is void.

Terms updated December 24, 2019

Appendix C: Document Revision History

Version	Date	Section	Summary
1.0	1 January 2021	All	Initial document