



PURCHASE ORDER TERMS AND CONDITIONS FOR GOODS AND SERVICES

As used herein, "Seller" includes Seller and its subsidiaries and affiliates; "Plantronics" or "Customer" includes Plantronics Inc. and its subsidiaries and affiliates (including Polycom). Seller and Customer hereby agree as follows:

- SERVICES & DELIVERABLES.** Seller agrees to perform the services ("Services") and/or provide the goods or Services deliverables (collectively referred to as "Goods"), described in any purchase order, in accordance with the applicable purchase order, statement of work and these Terms and Conditions ("Agreement"). Upon acceptance of a purchase order, shipment of Goods or commencement of a Service, Seller shall be bound by the provisions of this Agreement including, without limitation, all provisions set forth on the face of any applicable purchase order, whether Seller acknowledges or otherwise signs this Agreement or the purchase order, unless Seller objects to such terms in writing prior to shipping Goods or commencing the Service. This offer to purchase may be revoked at any time by Customer prior to acceptance. This Agreement may not be added to, modified, superseded or otherwise altered, except by a writing signed by an authorized Customer representative. Any terms or conditions contained in any acknowledgment, invoice or other communication of Seller are hereby rejected. To the extent that this Agreement might be treated as an acceptance of Seller's prior offer, such acceptance is expressly made on condition of assent by Seller to the terms hereof. Shipment of the Goods or beginning performance of any Service by Seller shall constitute such assent. Customer hereby reserves the right to reschedule any delivery, or to revoke or cancel any purchase order, at any time prior to any complete or partial shipment of the Goods or prior to completion of any applicable Services. Customer shall not be subject to any charges or other fees as a result of such rescheduling, revocation or cancellation.
- DELIVERY.** Time is of the essence. Delivery of Goods shall be made pursuant to the schedule, via the carrier and to the place specified on the face of the applicable purchase order. Customer reserves the right to return, shipping charges collect, all Goods received more than five (5) days in advance of the delivery schedule. If no delivery schedule is specified, the order shall be filled promptly and delivery will be made by the most expeditious form of land transportation. If no method of shipment is specified in the purchase order, Seller shall use the least expensive carrier. If Seller fails to deliver the Goods within the time specified, Customer may, at its option, decline to accept the Goods and terminate the Agreement or may demand its allocable fair share of Seller's available Goods and terminate the balance of the Agreement. Seller shall package all items in suitable containers to permit safe transportation and handling. Each delivered container must be labeled and marked on the outside of such container to identify contents of the container without needing to open the container and all boxes and packages must contain packing sheets listing contents. Customer's purchase order number must appear on all shipping containers, packing sheets, delivery tickets and bills of lading. No variation of the quantity or quality of any item called for by any purchase order will be accepted unless agreed to in advance by Customer. If applicable, Seller shall electronically deliver all software to Customer.
- RISK OF LOSS & DESTRUCTION OF GOODS.** Seller assumes all risk of loss and damage until receipt by Customer. Title to the Goods shall pass to Customer upon receipt by it of the Goods at the designated destination. If the Goods ordered are lost, damaged or destroyed prior to title passing to Customer, Customer may at its option cancel this Agreement, the applicable purchase order or require delivery of substitute Goods of equal quantity and quality. Such delivery will be made as soon as commercially practicable. If the Goods ordered are partly lost, damaged or destroyed, Customer shall have the right to require delivery of the Goods not lost, damaged or destroyed and require delivery of substitute Goods of equal quantity and quality to the lost, damaged or destroyed Goods.
- PAYMENT.** As full consideration for the performance of the Services or delivery of the Goods as provided herein, Customer shall pay Seller the lower of: (i) the amount agreed upon and specified on the applicable purchase order, or (ii) Seller's quoted price on the date of shipment (for Goods), or the date Services were started (for Services). Applicable taxes and other charges such as shipping costs, duties, customs, tariffs and government-imposed surcharges shall be stated separately on Seller's invoice. Payment shall not constitute acceptance. All personal property taxes assessable upon the Goods prior to Customer's receipt thereof shall be borne by Seller. Seller shall invoice Customer for all Goods delivered and

all Services actually performed pursuant to a Customer purchase order. Each invoice submitted by Seller must be provided to Customer within ninety (90) days of delivery of the Goods or completion of the Services and must reference the applicable purchase order, and Customer reserves the right to return all incorrect invoices. Customer shall receive a two percent (2%) discount of the invoiced amount for all invoices that are submitted more than ninety (90) days after delivery of the Goods or completion of the Services. Unless otherwise specified on the face of a purchase order, Customer shall pay the invoiced amount within forty-five (45) days after receipt of a correct invoice, with a discount of two percent (2%) if the invoice is paid within ten (10) days. Seller will receive no royalty or other remuneration on the production or distribution of any products by Customer or Seller in connection with or based on the Goods or Services provided. Customer shall be entitled at all times to set off any amount owing from Seller to Customer as a result of any transaction at any time, against any amount payable, in connection with any purchase order.

5. WARRANTIES.

- Services:** Seller represents and warrants that all Services shall be completed in a professional and competent manner, with the degree of skill and care that is required by current industry standards or practices. Further, Seller represents and warrants that the Services shall be completed in accordance with applicable Customer specifications and statement of work (if applicable) and shall be correct and appropriate for the purposes contemplated in this Agreement. Seller represents and warrants that the performance of Services under this Agreement will not conflict with, or be prohibited in any way by, any other agreement to which Seller is bound or by any applicable law.
- Goods:** For the longer of twenty-four (24) months from the date of delivery of the Goods to Customer and the period provided in Seller's standard warranty and guaranty covering the Goods, Seller warrants that all Goods delivered shall be free from defects in design, production, manufacture, performance and materials and the Goods shall conform to all applicable Customer specifications and requirements. Seller shall make support services and spare parts available to Customer for a period of five (5) years from the date of shipment at Seller's then current price, less applicable discounts. Additionally, Goods purchased shall be subject to all written and oral express warranties made by Seller's supplier's, subcontractors and agents, and to all warranties provided for by the California Commercial Code or other applicable laws (including without limitation, any consumer protection laws and regulations in countries in which Customer's products are sold. All warranties shall be construed as conditions as well as warranties and shall not be exclusive. Seller shall furnish to Customer the Seller's standard warranty and guaranty applicable to the Goods.
- Procedures.** All warranties and guaranties on Goods and Services shall run to both Customer and to its customers. If Customer identifies a warranty problem with the Goods during the warranty period, Customer will promptly notify Seller of such problems and will return the Goods to Seller, at Seller's expense. Within five (5) business days of receipt of the returned Goods, Seller shall, at Customer's option, either repair or replace such Goods, or credit Customer's account for the purchase price. Replacement and repaired Goods shall be warranted for the remainder of the warranty period or six (6) months, whichever is longer.
- Epidemic Failure.** Seller warrants that each individual Good, exclusive of consumable materials, will not exceed a failure rate measured over: (i) any thirty (30) days period for Goods due to defects of zero-point three percent (0.3%) for a single failure mode, or (ii) any twelve (12) months period for Goods due to defects of one percent (1%) for multiple failure modes. If Customer determines that the Good does not conform to this quality requirement, it will notify Seller. Seller will then evaluate the conformance to determine the root cause to the satisfaction of Customer and work with Customer to develop a mutually agreed corrective action plan and will implement that plan to correct the defect. Seller will provide Customer with regular progress reports of the corrective action until the defect is corrected. Customer may return all Goods that Seller shipped in the past eighteen (18) months for rework and re-inspection. Seller will perform all necessary rework or replacement of the defective Goods at Seller's sole expense, including all transportation costs to receive from, and deliver to Customer and any refunds and other compensation to affected distributors, customers and/or end users. Customer may cancel, without any liability, any Order for Goods affected by the epidemic failure.

6. **INSPECTION & ACCEPTANCE.** Customer shall have a reasonable time after receipt of Goods or Service deliverables and before payment to inspect them for conformity hereto, and Goods received prior to inspection shall not be deemed accepted until Customer has run adequate tests to determine whether the Goods conform to the specifications hereof. Use of a portion of the Goods for the purpose of testing shall not constitute an acceptance of the Goods. If Goods tendered do not wholly conform with the provisions hereof, Customer shall have the right to reject such Goods. Any payments made by Customer for Goods subsequently found to be nonconforming Goods shall be refunded to Customer within thirty (30) days after receipt thereof. Nonconforming Goods will be returned to Seller freight collect, and risk of loss will pass to Seller upon Customer's delivery to the carrier.

7. **FACILITIES, TOOLS, ETC.** Unless otherwise specified herein, all services, facilities, materials, equipment, drawings or other items necessary for the performance of the Services and the delivery of the Goods are to be provided by Seller at no additional cost to Customer. Any facilities, materials, equipment, drawings or other items which may be furnished or otherwise made available by Customer shall remain the property of Customer and shall be returned in as good condition as when furnished or otherwise made available, except for reasonable wear.

8. **INDEPENDENT CONTRACTOR.** For Services, Customer is interested only in the results obtained under this Agreement; the manner and means of achieving the results are subject to Seller's sole control. Seller is an independent contractor for all purposes, without express or implied authority to bind Customer by contract or otherwise. Neither Seller, nor Seller's employees, suppliers, agents or subcontractors ("**Seller's Assistants**"), are agents or employees of Customer and, therefore, are not entitled to any agency or employee benefits of Customer including, but not limited to, any type of insurance, commissions or other compensation, payments upon termination of this Agreement or any commitment that Customer will make any purchase of Goods and/or Services. Seller shall be responsible for all costs and expenses incident to performing its obligations under this Agreement and Seller shall provide its own supplies and equipment.

9. **SELLER RESPONSIBLE FOR TAXES AND RECORDS.** Seller shall be solely responsible for filing the appropriate federal, state and local tax forms and for paying all taxes or fees due with respect to Seller's receipt of payment under this Agreement. Seller agrees to provide Customer with reasonable assistance in the event of a government audit. Customer shall have no responsibility to pay or withhold from any payment to Seller under this Agreement any federal, state or local taxes, or fees.

10. **INSURANCE.** Seller shall be solely responsible for maintaining, and requiring Seller's Assistants to maintain, such adequate health, auto, workers' compensation, unemployment compensation, disability, liability, and other insurance, as is required by law or as is the common practice in Seller's trade or business, whichever affords greater coverage. Upon request, Seller shall provide Customer with certificates of insurance or evidence of coverage before commencing performance under this Agreement. Customer reserves the right to require greater insurance coverage than otherwise provided by Seller as a condition precedent to continued performance under this Agreement. Seller shall provide adequate coverage for any Customer property under the care, custody or control of Seller or Seller's Assistants.

11. **INDEMNITY.** Seller shall indemnify, hold harmless and, at Customer's request, defend Customer and the divisions, officers, directors, customers, agents and employees of Customer from and against all claims, liabilities, damages, losses, penalties, fines, expenses or other costs of any nature whatsoever (including, but not limited to, reasonable expenses, attorney's fees, court costs, investigations, litigation and settlement of any such claims) arising out of or in any way connected with the Goods or Services provided under this Agreement including, without limitation, any claim based on:

- 11.1. death or bodily injury to any person,
- 11.2. loss, destruction or damage to any property,
- 11.3. contamination of the environment and any associated clean-up costs,
- 11.4. negligence, omissions or willful misconduct of Seller or any Seller's Assistants,
- 11.5. Seller failing to satisfy the guidelines of any applicable tax authority (including, without limitation, the Internal Revenue Service),
- 11.6. an allegation that the Goods or Services, the results of such Services, or any other products or processes provided under this Agreement,

infringe a patent, copyright, trademark, trade secret or other proprietary right of a third party, whether such are provided alone or in combination with other products, software or processes, or

11.7. any failure by Seller to comply with Sections 27 - 30.

Seller shall not settle any such suit or claim without Customer's prior written approval. Seller agrees to pay or reimburse all costs that may be incurred by Customer in enforcing this indemnity (including, but not limited to, reasonable expenses, attorney's fees, court costs, investigations, litigation and settlement of any such claims). Should Customer's use, or the use by its distributors, subcontractors, agents or customers, of any Goods or Services acquired from Seller be enjoined, be threatened by injunction, or be the subject of any legal proceeding, Seller shall, at its sole cost and expense, either: (a) provide to Customer substitute fully equivalent non-infringing Goods or Services; (b) modify the Goods or Services so that they no longer infringe but remain fully equivalent in functionality; (c) obtain for Customer, and its distributors, subcontractors, agents and customers, the right to continue using the Goods or Services; or (d) if none of the foregoing is possible, refund all amounts paid for the infringing Goods or Services.

12. **CONFIDENTIALITY.** Seller may acquire knowledge of Customer Confidential Information (as defined below) in connection with its performance hereunder and agrees to keep such Customer Confidential Information in confidence during and following termination or expiration of this Agreement.

"Customer Confidential Information" includes, but is not limited to, all information, whether written or oral, in any form including, without limitation: (a) information relating to the research, development, products, methods of manufacture, trade secrets, business plans, customers, vendors, finances, personnel data, Work Product (as defined herein), and (b) other material or information considered proprietary by Customer relating to the current or anticipated business or affairs of Customer which is disclosed directly or indirectly to Seller, and (c) any proprietary or confidential information of a third party disclosed to Seller in the course of providing Services or Goods to Customer.

Customer Confidential Information does not include any information: (i) which Seller lawfully knew without restriction on disclosure before Customer disclosed it to Seller, (ii) which is now or becomes publicly known through no wrongful act or failure to act of Seller, (iii) which Seller developed independently without use of the Customer Confidential Information, as evidenced by appropriate documentation, or (iv) which is hereafter lawfully furnished to Seller by a third party as a matter of right and without restriction on disclosure. In addition, Seller may disclose Confidential Information which is required to be disclosed pursuant to a requirement of a government agency or law so long as Seller provides prompt notice to Customer of such requirement prior to disclosure.

Seller agrees not to copy, alter, or directly or indirectly disclose any Customer Confidential Information. Additionally, Seller agrees to limit its internal distribution of Customer Confidential Information to Seller's Assistants who have a need to know, and to take steps to ensure that the dissemination is so limited, including the execution by Seller's Assistants of nondisclosure agreements with provisions substantially similar to those set forth herein. Seller must use at least the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the unauthorized use of Customer's Confidential Information.

Seller further agrees not to use the Customer Confidential Information except in the course of performing hereunder and will not use such Customer Confidential Information for its own benefit or for the benefit of any third party. The mingling of the Customer Confidential Information with information of Seller shall not affect the confidential nature or ownership of the same as stated hereunder. Seller agrees not to design or manufacture any products which incorporate Customer Confidential Information. All Customer Confidential Information is and shall remain the property of Customer. Upon Customer's written request or the termination of this Agreement, Seller shall return, transfer or assign to Customer all Customer Confidential Information, including all Work Product, as defined herein, and all copies thereof.

13. **OWNERSHIP OF WORK PRODUCT.** For purposes of this Agreement, "Work Product" shall include, without limitation, all designs, discoveries, creations, works, devices, masks, models, work in progress, Service

deliverables, inventions, products, computer programs, procedures, improvements, developments, drawings, notes, documents, information and materials made, conceived or developed by Seller alone or with others which result from or relate to the Services performed hereunder. Standard Goods manufactured by Seller and sold to Customer without having been designed, customized or modified for Customer do not constitute Work Product. All Work Product shall at all times be and remain the sole and exclusive property of Customer. Seller hereby agrees to irrevocably assign and transfer to Customer and does hereby assign and transfer to Customer all of its worldwide right, title and interest in and to the Work Product including all associated intellectual property rights. Customer will have the sole right to determine the treatment of any Work Product including, without limitation, the right to keep it as trade secret, execute and file patent applications on it, to use and disclose it without prior patent application, to file registrations for copyright or trademark in its own name or to follow any other procedure that Customer deems appropriate. Seller agrees: (a) to disclose promptly in writing to Customer all Work Product in its possession; (b) to assist Customer in every reasonable way, at Customer's expense, to secure, perfect, register, apply for, maintain, and defend for Customer's benefit all copyrights, patent rights, mask work rights, trade secret rights, and all other proprietary rights or statutory protections in and to the Work Product in Customer's name as it deems appropriate; and (c) to otherwise treat all Work Product as Customer Confidential Information as described above. These obligations to disclose, assist, execute and keep confidential survive the expiration or termination of this Agreement. All tools and equipment supplied by Customer to Seller shall remain the sole property of Customer.

Seller will ensure that Seller's Assistants appropriately waive any and all claims and assign to Customer any and all rights or any interests in any Work Product or original works created in connection with this Agreement. Seller irrevocably agrees not to assert against Customer or its direct or indirect customers, assignees or licensees any claim of any intellectual property rights of Seller affecting the Work Product.

Customer will not have rights to any works conceived or reduced to practice by Seller which were developed entirely on Seller's own time without using equipment, supplies, facilities or trade secret or Customer Confidential Information, unless (i) such works relate to Customer's business, or Customer's actual or demonstrably anticipated research or development, or (ii) such works result from any Services performed by Seller for Customer.

Except as expressly provided in this Section, Seller hereby assigns, and will ensure that all Seller personnel assign, to Customer all intellectual property or Intellectual Property Rights that Seller and such personnel have in any Work Product (including all "moral rights", and where such assignment of moral rights is prohibited by applicable law, Seller hereby waives and covenants, and will ensure that all personnel waive and covenant, not to assert such rights it may have in the Improvements, even after the termination of this Agreement), such assignment shall be deemed to occur automatically whenever such automatic assignment is legally valid and binding and in all other cases Seller shall ensure that such assignment occurs in a valid and legally binding manner at the earliest time possible.

14. **NO RIGHT TO PUBLICITY.** Seller may not disclose, advertise or make any other public statements regarding this Agreement, and its subject matter nor shall Seller disclose the relationship of the parties to any third party without the prior written consent of Customer. Seller may not disclose, advertise or publish names or logos of Customer, or the nature of any Goods or Services purchased by Customer, without Customer's prior written consent.
15. **NON-INTERFERENCE WITH BUSINESS.** During and for a period of two years immediately after the termination or expiration of this Agreement, Seller agrees not to: (a) unlawfully interfere with the business of Customer in any manner; (b) solicit or induce any employee or independent contractor to terminate or breach an employment, contractual or other relationship with Customer; and (c) make any false, misleading or disparaging representations or statements regarding Customer or Customer's Affiliates, products or services including, communicating any specifications, features, warranties, or disclaimers that are not consistent with Customer's printed product and services documentation.
16. **TERMINATION.** Customer may terminate this Agreement upon written notice to Seller if Seller fails to perform or otherwise breaches this Agreement, files a petition in bankruptcy, becomes insolvent, or dissolves. In the event of such termination, Customer shall pay Seller for the portion of

the Services satisfactorily performed and those conforming Goods delivered to Customer through the date of termination, less appropriate offsets, including any additional costs to be incurred by Customer in completing the Services or obtaining substitute Goods.

Customer may terminate this Agreement, or any Services, for any other reason including, without limitation, for its convenience, upon thirty (30) days written notice to Seller. Seller shall cease to perform Services and/or provide Goods under this Agreement on the date of termination specified in such notice. In the event of such termination, Customer shall be liable to Seller only for those Services satisfactorily performed and those conforming Goods delivered to Customer through the date of termination, less appropriate offsets.

Seller may terminate this Agreement upon written notice to Customer if Customer fails to pay Seller within sixty (60) days after Seller notifies Customer in writing that payment is past due.

Upon the expiration or termination of this Agreement for any reason: (a) each party will be released from all obligations to the other arising after the date of expiration or termination, except for those which by their terms survive such termination or expiration; and (b) Seller will promptly notify Customer of all Customer Confidential Information or any Work Product in Seller's possession and, at the expense of Seller and in accordance with Customer's instructions, will promptly deliver to Customer all such Customer Confidential Information and/or Work Product.

17. **REMEDIES.** If Seller breaches this Agreement, Customer shall have all remedies available by law and at equity. Seller acknowledges and agrees that the obligations and promises of Seller under this Agreement are of a unique, intellectual nature giving them particular value. Seller's breach of any of the promises contained in this Agreement will result in irreparable and continuing damage to Customer for which there will be no adequate remedy at law and, in the event of such breach, Customer will be entitled to seek injunctive relief, or a decree of specific performance.

For the purchase of Goods, Seller's sole remedy in the event of breach of this Agreement by Customer shall be the right to recover damages in the amount equal to the difference between market price at the time of breach and the purchase price specified in the Agreement. No alternate method of measuring damages shall apply to transactions for the purchase of Goods. Seller shall have no right to resell Goods for Customer's account in the event of wrongful rejection, revocation of acceptance, failure to make payment or repudiation by Customer and any resale so made shall be for the account of Seller.

18. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL CUSTOMER'S LIABILITY FOR DIRECT DAMAGES TO SELLER OR SELLER'S ASSISTANTS OR ANY THIRD PARTY EXCEED THE VALUE OF THE GOODS OR SERVICES THAT ARE THE SUBJECT MATTER OF THE DISPUTE. FURTHER, IN NO EVENT, REGARDLESS OF LEGAL THEORY, SHALL CUSTOMER BE LIABLE TO SELLER OR SELLER'S ASSISTANTS, OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, WHETHER OR NOT CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
19. **FORCE MAJEURE.** Customer shall not be liable for any failure to perform (including, without limitation, failure to: (i) accept performance of Services, or (ii) take delivery of Goods) caused by circumstances beyond its control which make such performance commercially impractical including, but not limited to, acts of God, fire, flood, acts of war, government action, accident, labor difficulties or shortage, or inability to obtain materials, equipment or transportation. If Customer is so excused, either party may terminate the Agreement and Customer shall, at its expense and risk, return any Goods received to the place of shipment.
20. **SEVERABILITY.** If any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
21. **ASSIGNMENT; WAIVER.** Seller may not assign or subcontract all or any substantial portion of this Agreement or any of its rights or obligations under this Agreement, without the prior written consent of Customer. Any assignment or transfer without such written consent shall be null and void. This Agreement (including, without limitation, all warranties) shall inure for

the benefit of, and be binding upon, the successors and assigns of Customer without restriction. A waiver of any default hereunder or of any term or condition of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition.

22. **NOTICES.** Except for purchase orders which may be sent by local mail, facsimile transmission, or electronically transmitted, all notices, and other communications hereunder, shall be in writing, and shall be addressed to Seller or to an authorized Customer representative, and shall be considered given when: (a) delivered personally, (b) sent by confirmed telex or facsimile, (c) sent by commercial overnight courier with written verification receipt, or (d) three (3) days after having been sent, postage prepaid, by first class or certified mail.
23. **NONEXCLUSIVE AGREEMENT.** This is not an exclusive agreement. Customer is free to engage others to perform Services or provide Goods the same as or similar to Seller's. Seller is free to, and is encouraged to, advertise, offer and provide Seller's Services and/or Goods to others; provided however, that Seller does not breach this Agreement.
24. **SURVIVAL OF OBLIGATIONS.** Any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement shall survive such expiration or termination.
25. **GOVERNING LAW AND VENUE.** This Agreement shall be construed in accordance with, and disputes shall be governed by, the laws of the State of California, excluding its conflict of laws rules. The Superior Court of the County of San Francisco or the United States District Court for the Northern District of California shall have exclusive jurisdiction and venue over all controversies arising out of or relating to this Agreement. Pending resolution of any such controversy by settlement or by final judgment, the parties shall proceed diligently with performance. The applicability of the UN Convention on Contracts for the International Sale of Goods is hereby expressly waived by the parties and it shall not apply to the terms and conditions of this Agreement.
26. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement is the complete, final and exclusive statement of the terms of the agreement between the parties and supersedes any and all other prior and contemporaneous negotiations and agreements, whether oral or written, between them relating to the subject matter hereof. The terms and conditions of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any acknowledgment or other document submitted by Seller. However, this Agreement will not supersede or take the place of any written agreement which is signed by both parties and covers the same subject matter as this Agreement or its related purchase orders. This Agreement may not be varied, modified, altered or amended except in writing, including a purchase order or a change order issued by Customer, signed by the parties.
27. **COMPLIANCE WITH LAWS.** Noncompliance of this Section shall constitute a material breach of the Agreement and may result in penalties or liability on behalf of Seller.
- 27.1. **General:** Seller shall comply with all applicable laws related to the activities contemplated by this Agreement including, without limitation, those related to the Goods. Seller shall comply with all applicable laws, rules, regulations, standards, ordinances of any and all jurisdictions in where Seller is domiciled, has an office and/or does business including, without limitation, all laws, rules, regulations, standards and ordinances relating to the environmental protection, worker health and workplace safety, forced labor, fair labor and employment, child labor, human rights and race and gender discrimination, and any international treaties or agreements relating to any of the foregoing (collectively, the "**Applicable Local Laws**"). Additionally, and to the extent not provided for under the Applicable Local Laws, Seller certifies that in supplying goods or services under this Agreement, it shall not engage in labor practices that would be considered to be improper under international norms of human rights including, without limitation, engaging in slave labor or labor involving the use of children under the age of 16. Seller further warrants, and shall so certify in writing to Customer, upon request, that Seller will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, age, or disability or any other status protected by the Applicable Local Laws.
- 27.2. **Business Practices:** Seller shall refrain from any activity in connection with this Agreement that would constitute a violation by

Customer of the provisions of the Foreign Corrupt Practices Act (FCPA), the UK Bribery Act, the Export Administration Regulations, US Anti-Boycott regulations, and various US economic sanctions programs concerning certain countries and individuals administered by the US Treasury Office of Foreign Assets Control, or other applicable law regardless of U.S. jurisdiction over such activity. It is Customer's policy that its agents, subcontractors and employees accept no gratuities from sellers/suppliers and no gratuities are given to seller/suppliers by Customer or its agents, subcontractors or employees. Seller agrees that it has not offered or given, and will not solicit or accept any gratuity, gift or remuneration for the purpose of securing business from Customer or influencing any terms of this Agreement. Seller represents and warrants that neither Seller, nor any of Seller's employees, subcontractors, nor any third party acting or purporting to act on behalf of Seller or Seller's subcontractors has: (i) violated or is in violation of any applicable anti-corruption law; (ii) made, offered to make, promised to make or authorized the payment or giving of, directly or indirectly, any bribe, rebate, payoff, influence payment kickback, or other payment or gift of money or anything of value to any officer, employee or ceremonial office holder of any government or instrumentality thereof including, without limitation, any entity owned or controlled by any government, any political party or supra-national organization, any political candidate, or other person who is connect or associated personal with any of the foregoing ("**Government Official**") or any person that is prohibited under the FCPA or UK Bribery Act or applicable law or regulation or otherwise for the purpose of influencing any act or decision of such payee in his official capacity including, without limitation, such payee to do or omit to do any act in violation of his lawful duty, securing any improper advantage or inducing such payee to use his influence with a government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality or to secure an improper advantage ("**Prohibited Payments**"); or (iii) been subject to any investigation by any governmental entity with regard to any actual or alleged Prohibited Payment.

- 27.3. **Sanctions:** Seller represents and warrants that neither Seller or its subcontractors, nor any of their respective subsidiaries, directors, officers, or employees, or to the best of their collective knowledge after due inquiry, any agents or other person acting on behalf of any of the foregoing: (i) is or is owned by a person listed on the "Specially Designated Nationals and Blocked Persons" list (SDN List) maintained by OFAC or similar list maintained by the United Nations, the European Union, or any other US government entity; (ii) directly or indirectly has conducted or conducts or is involved with any business with or involving any government, or any person, entity or project, targeted by, or located in any country that is subject of, any of the sanctions administered by OFAC, the US Department of State, or equivalent sanctions or measures imposed by the United Nations, European Union, or any other US government entity; or (iii) is or ever has been in violation of or subject to an investigation relating to such sanctions or measures.
- 27.4. **Anti-Money Laundering:** Seller represents and warrants that the operations of Seller and its affiliates and subsidiaries are and have been conducted at all time in compliance with anti-money laundering laws and all applicable financial record keeping and reporting requirements, rules, regulations, and guidelines applicable to Seller and its affiliates and subsidiaries ("**Money Laundering Laws**") and no action, suit or proceeding is before any court or governmental agency or body involving Seller or any of its affiliates and subsidiaries with respect to Money Laundering Laws.
- 27.5. **Export Requirements:** Seller hereby certifies that all of the Goods supplied to Customer under this Agreement may be exported from the country of export to all countries of the world without restriction and without prior authorization of any regulatory agency, under the applicable export control laws and regulations of the country of export and the United States. Seller further certifies that the Export Classification Control Number(s) (ECCNs) and the Harmonized Tariff Schedule (HTS) number(s) for Seller's Goods that have been provided to Customer are true, correct and complete, to the best of Seller's knowledge and belief. Seller further certifies that none of the Goods supplied to Customer under this Agreement and none of the constituent parts or components of any of those Goods were produced or provided by any person or entity listed on the list of specially designated nationals and blocked persons maintained by the United States Treasury Department's Office of Foreign Assets Control. Seller certifies that all of the Goods supplied under this

Agreement are not (were not) specifically designed, adapted or modified for any military application.

- 27.6. **Equal Employment Opportunity:** Customer is a government contractor and is subject to the requirements of Executive Order 11246, the Rehabilitation Assistance Act. Pursuant to these requirements, the Equal Opportunity Clauses found at 41 Code of Federal Regulations sections 60-1.4(a) (1-7), 60-250.4(a-m) and 60-741.5 (a) (1-6) are incorporated herein by reference as though set forth at length, and made an express part of this Agreement. If applicable, Seller will comply with the following Federal Acquisition Regulations: (i) 52.222-26 "Equal Opportunity", (ii) 52.222-35 "Affirmative Action for Special Disabled and Vietnam Veterans", (iii) 52.222-36 "Affirmative Action for Handicapped Workers".
 - 27.7. **Small Business Plan Requirements:** Customer is a government contractor and is subject to the requirements of FAR section 52.219. Pursuant to FAR 52.219.9, if Seller: (i) is not considered a Small Business (as the term is defined in section 3 of the Small Business Act), and (ii) is providing Goods or Services under this Agreement in an amount greater than or equal to \$500,000, and (iii) is subcontracting a portion of the Goods or Services from a third party, Seller agrees to submit to Customer a Small Business Plan or letter stating that Seller does not have a Small Business Plan and listing the approximate dollar amount to be subcontracted.
 - 27.8. **Origin and NAFTA Eligibility:** Upon Customer' request, Seller will promptly provide Customer with an accurate and complete certificate of origin for all Goods and/or a NAFTA Certificate of Origin for all eligible goods manufactured in the United States, Canada or Mexico. Seller shall immediately notify Customer concerning any changes in origin or in NAFTA eligibility. Seller shall indemnify and hold harmless Customer for any breach of the foregoing.
 - 27.9. **Labor Compliance.** All Goods and/or Services provided by Seller shall comply with the Fair Labor Standards Act issued by the United States Department of Labor.
 - 27.10. **RoHS Compliance:** Unless Seller is given confirmation in writing from Customer that specific components, parts, materials or products do not need to be compliant with RoHS Laws (as defined below), all components, parts, materials or products provided by Seller to Customer ("**RoHS Products**") shall comply with the European Directive 2002/95/EC, Restriction of the Use of certain Hazardous Substances in Electrical and Electronic Equipment (the "RoHS Directive") and all legislation of any country or political subdivision thereof implementing the RoHS Directive (collectively, with the RoHS Directive, the "**RoHS Laws**").
28. **PRIVACY POLICY.** Seller shall abide by the Customer Privacy Policy, if applicable, as posted on <https://www.plantronics.com/us/en/legal/privacy> which may be amended from time to time. Customer will not be held liable for any privacy violations of the Seller, and seller shall indemnify and hold harmless Customer for any such violations.
 29. **SUPPLIER CODE OF CONDUCT.** Seller will comply with the Code of Conduct available at https://www2.plantronics.com/media/plan_supplier_c_of_c.pdf and the Product Stewardship Requirements available at <https://www.plantronics.com/us/en/about/corporate-responsibility/product-stewardship> (together with the materials referenced and linked therein, the "**Supplier Code**") incorporated herein as part of this Agreement and the laws, principles and standards that are referenced under this Agreement. Customer may update the Supplier Code from time-to-time. Customer may request reasonable financial information to determine the financial condition of Seller or corporate parent guarantees to ensure Seller's performance of its obligations with respect to the Supplier Code. Seller will perform training, which may include code of conduct or anti-corruption training as requested by Customer.
 30. **SUPPLY CHAIN SECURITY REQUIREMENTS.** Seller agrees to take such reasonable measures to ensure the physical integrity and security of all shipments to Customer against the unauthorized introduction of harmful or dangerous materials, drugs, contraband, weapons or weapons of mass destruction or introduction of unauthorized personnel in transportation conveyances or containers. Seller shall indemnify and hold harmless Customer for any breach of the foregoing All full containers and trailers sent to Customer must be sealed with an ISO/PAS 17112 High Security Seal. Such measures may include, but are not limited to, physical security of manufacturing, packing and shipping areas; restrictions on access of unauthorized personnel to such areas; personnel screening to the maximum limits of law and regulation in Seller's or manufacturer's country; and development, implementation and maintenance of procedures to protect the security and integrity of all shipments. In addition, Customer is a voluntarily participant in the Customs-Trade Partnership Against Terrorism ("**C-TPAT**") program with U.S. Customs & Border Protection and strongly encourages all eligible sellers to participate in the program. Customer may from time to time review Seller's supply chain security procedures, including on-site reviews at Seller's facility.
 31. **HAZARDOUS MATERIALS:** If Goods include hazardous materials, Seller represents and warrants that Seller understands the nature of any hazards associated with the manufacture, handling and transportation of such hazardous materials.