



POLY PARTNER PROGRAM TERMS

These Poly Program Terms & Conditions (including any modifications, exhibits, and supplements, the “Terms”) contain the terms and conditions that govern your participation in the Poly Partner Program (the “Program”). The Terms constitute an agreement between the “Partner” accepting these Terms (“you”, “your” or “Partner”) and Poly. “Poly”, “us” or “we” means (1) Plantronics, Inc., a Delaware corporation, if you are located in the Americas; (2) Polycom Asia Pacific Pte Ltd., a Singapore company, if you are located in Asia, India, Australia or New Zealand; (3) Plantronics Ltd., a company formed under the laws of England and Wales, if you are located in the United Kingdom; and (4) Plantronics B.V., a Netherlands company, if you are located in Europe or in a country or region not otherwise listed in this sentence. These Terms shall apply to Partner’s participation in and receipt of benefits under the Program.

1. PROGRAM.

- 1.1 APPLICATION & ACCEPTANCE.** You must submit a complete and accurate program application through Poly Program website (“Partner Portal”) to join the Program. The Partner Portal is located at partners.poly.com. Poly may update the location of the Partner Portal at any time and will provide notice of such update to Partners. Acceptance to the Program and your assignment to membership levels within the Program are determined by Poly. These Terms do not authorize you to purchase products and services directly from Poly. The purchase of Poly products and services by Partner shall be conducted under separate purchase and sale agreements between Partner and Poly, or between Partner and a Poly authorized Distributor. This Program and your participation in the Program are non-exclusive. If your application is approved, these Terms take effect when you provide electronic consent to these Terms or, if earlier, on the effective date of the Program (the “Effective Date”). By providing an application to join the Program, you represent to us: (a) that you have legal authority to bind Partner to these Terms, and (b) if any of your Affiliates (as defined herein) receives benefits under the Program, you will be responsible for such Affiliate’s compliance with these Terms. If you are accepted into the Program, you are eligible to receive benefits described in the Partner Portal in accordance with your membership level. If you are an existing member of the Plantronics Partner Program or Polycom Partner Program (each such program a “Legacy Partner Program”), these Terms will apply to your participation in Associated Programs (as defined herein) as of the Effective Date. An “Affiliate” means an entity that, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, another entity.
- 1.2 PARTNER PORTAL ACCESS.** As a Partner who is accepted into or participates as part of the Program, you may receive access to portions of the Partner Portal that are not generally available to the public. You may receive access to information, materials, and tools pertaining to Poly, Poly Affiliates, the Program, products, software, and services or a combination of both (“Products” or “Solutions”) offered by Poly, and Personal Information (as defined herein) (collectively, the “Information”). Poly grants you a limited, non-exclusive, non-transferable, non-sublicensable license, as long as you are participating as part of the Program under these Terms, to access and use the Partner Portal and Information solely in accordance with these Terms. You shall use the Information only for the purposes of the Program to advertise, offer to sell and sell the Products, and not for any other purpose. Each employee, agent, contractor or other person who represents you or acts on your behalf including, without limitation, by accessing the Partner Portal, shall be considered a “User”. Users are required to accept Partner Portal terms of use in order to access the Partner Portal on your behalf.
- 1.3 ASSOCIATED PROGRAMS.** Depending on your eligibility, Poly may offer benefits related to your participation in this Program (“Associated Program”). Associated Programs may be subject to additional terms and conditions (“Associated Program Terms”). Associated Program Terms are a condition of receiving the benefits of such programs. You may participate in one or more Associated Programs, as may be offered from time to time by Poly, however your participation in Associated Programs is not mandatory and, if you do not accept the Associated Program Terms for an Associated Program, you will not be eligible to participate in that Associated Program or to receive any benefits under the Associated Program. Poly may modify Associated Programs at any time in its sole discretion subject to the Associated Program Terms. Your eligibility to participate in Associated Programs and to receive discounts, payments, or incentives thereunder is subject to the Associated Program Terms and these Terms. Poly has the sole discretion to make payments, recoup, and offset any amounts payable to Partner under Associated Programs and these Terms, and its decision shall be final. Associated Program Terms offered under these Terms supersede and replace the terms of any other program offered under a Legacy Partner Program; provided, however, that the terms of a program offered under a Legacy Partner Program will survive only to the extent, and only until such time, that (a) the performance obligations of the parties under the terms of such Legacy Partner Program extend past the Effective Date, or (b) you are notified that a program offered under a Legacy Partner Program survives past the Effective Date.
- 1.4 POLICIES.** Poly may issue and update or modify policies relating to this Program, such as the Global Partner Data Reporting Policy, from time to time in its sole discretion (each a “Policy” and together “Policies”). Policies are effective when they are made available to you through the Partner Portal or otherwise communicated to you in writing. Policies, or updates or modifications to Policies, will be effective when so indicated within such communications. Poly will use its commercially reasonable efforts to provide advance notice of any Policy issuance, modifications, or termination.
- 1.5 PRECEDENCE.** If there are conflicting provisions regarding the interpretation of these Terms with your participation in the Program the following order of precedence shall prevail to the extent of such conflict: (i) your agreement establishing terms and conditions for the direct purchase of products, services or Products from Poly, if applicable, (ii) confidentiality agreements between you and Poly (including

respective Affiliates), (iii) these Terms, (iv) Associated Program Terms (unless a different order of precedence is specifically stated in the Associated Program Terms), and (v) any other additional agreement between you and Poly.

2. PARTNER OBLIGATIONS.

2.1 PURCHASES.

- 2.1.1** You must purchase only genuine, new Products for advertisement and resale to end user customers in your designated Territory. "Territory" means the geographic location(s) where you are Certified (as defined herein) to sell or support Products as set forth in your record maintained by Poly. If you sell to any geographic area outside of your Territory, you must obtain the written approval of Poly in advance.
- 2.1.2** You must purchase from either: (a) Poly authorized distributors; or (b) authorized Poly partners in your Territory who have been designated in writing by Poly based on your membership level, and who have agreed to these Terms. You understand that Poly's end user warranty terms will not apply to purchases made through unauthorized sellers.
- 2.1.3** Poly may require that you accept additional terms and conditions as a condition to sell Products outside of your Territory. If Poly approves you to sell or support Products outside of your Territory and you do not hold Certifications for such geographic locations, you must resell Poly's support services with the Products subject to applicable law.
- 2.1.4** If your Territory includes any country located within the European Economic Area (EEA), the United Kingdom, or Switzerland (the "Wider European Area"), your Territory shall include the Wider European Area. Poly may offer special price reductions from its standard pricing to meet the prices of a competitor or for deal registration purposes. You are only authorized to use such discounted pricing for specifically identified sales opportunities. For the avoidance of doubt, you are free to determine your own resale prices and nothing in these Terms prevents you from offering additional discounts at your discretion.

2.2 CERTIFICATIONS. You must maintain the Certification necessary to resell and service Products in your designated Territory, subject to applicable law. "Certification" or "Certified" means that Partner has met, and continues to meet, Poly's minimum requirements relating to technical and sales training, service, demonstration equipment, personnel, and other criteria for specific Products as described in an Associated Program, as may be modified from time to time at Polycom's sole discretion.

2.3 PACKAGING. You must not repackage, relabel, or alter the Products in any manner, including removal or alteration of any UPC code, serial number, or other identifying code on the Products. Poly reserves the right to approve or reject the Partner repairing or refurbishing the hardware portion of a Solution. You acknowledge that Poly does not provide any warranties for any repaired or refurbished hardware you are authorized to sell. Any advertisements or quotes referencing refurbished or repaired hardware must clearly state that such products are not certified refurbished by Poly.

2.4 ADVERTISING & SALES. You must not advertise, offer to sell, or sell any Products that are not genuine, and you must not falsely or inaccurately represent the features or functionality of any Solution. For sales made on online marketplaces, you must attach and/or reference your offer for sale to pre-existing product information and unique product identifiers maintained and provided by Poly. At the request of Poly, you must delete and revise any marketplace listing that is duplicative of content provided by Poly or that is incorrect, misleading, or inaccurate.

2.5 POINT OF SALE (POS) DATA. You must provide sales information regarding Products in accordance with the Poly Global Partner Data Reporting Policy available at the Partner Portal.

2.6 PARTNER LISTING. Poly may make available a partner-locator tool to help the public search for certain Poly channel partners as determined by Poly. You hereby authorize Poly to include your profile and information in the partner-locator tool, including your company name, logos, address, telephone number, contact names, email addresses, web address, membership level, and capability and offerings. You agree to maintain a current profile in the partner-locator tool. Poly is under no obligation to include your details in a partner-locator tool.

3. IMAGES, LOGOS, TRADEMARKS & INTELLECTUAL PROPERTY. "Intellectual Property" means any computer program, algorithms, know-how, hardware and/or software configurations, inventions, documentation, translations, text and other works of authorship, data, databases, information, designs, utility models, symbols, images, logos, marks, names, procedures, processes, technical improvements and any other intangibles. You will use Poly Intellectual Property only as permitted by the Program and the Poly Co-Branding Guidelines available at the Partner Portal. You agree that any trademarks, service marks, trade or company names, product and service identifications, internet domains/internet addresses, website designs, logos, artwork and other symbols and devices associated with Poly, Poly Affiliates, and Poly's Products (the "Poly Marks"), as well as any Poly owned images, are and shall remain the property of Poly or the appropriate Poly Affiliate. You acknowledge that any provided images and artwork of Products or services are copyrighted by Poly or Poly Affiliates and you will not alter these images or use them outside of the context in which they were provided to you. Your use of the Poly Marks and Poly-owned images shall be in conformance with these Terms and the Poly Co-Branding Guidelines available at the Partner Portal and must be commercially reasonable as to the size, placement, and other manners of use. All goodwill arising from your use of the Poly Marks shall inure solely to the benefit of Poly. At Poly's request, you will transfer to Poly any domains owned by you that incorporate a trademark, or a confusingly similar variation thereof, of Poly. You will refrain from questioning or challenging the rights claimed by Poly and Poly Affiliates in or to Poly Intellectual Property or assisting any other(s) in any way in doing so.

4. PARTNER PROGRAM ADMINISTRATION. If you are eligible to participate in an Associated Program or other program offered to you by

Poly under these Terms, during the period these Terms are in effect and for a period of two years (2) years thereafter, you will maintain legible, accurate and complete books and records concerning these Terms and your activities regarding your participation in such program. Upon Poly's request, you will cooperate with Poly and assist Poly with any audit, review, or investigation ("Review") relating to an Associated Program or other program offered under these Terms, and in which you participate, in accordance with the Poly Global Partner Data Reporting Policy available at the Partner Portal. Poly is not obligated to offer programs to Partner and Poly may deny any claim for an Associated Program offered under these Terms that it believes, in its sole discretion, does not conform to these Terms or the Associated Program Terms. Poly shall have the right to recoup and offset any amounts payable to Partner under the Program against any amounts that Poly determines Partner owes to Poly.

5. TAXES. You will pay all applicable foreign, federal, state, or local taxes, fees, fines, penalties and other similar governmental charges, collected or incurred relating to a program offered under these Terms and the Program, excluding any taxes based on Poly's net income. Poly may elect to pay applicable taxes on certain amounts paid through programs offered under these Terms. Poly and you agree to cooperate to qualify for the benefits of any applicable treaty for the avoidance of double taxation and to provide to each other relevant documentation for same.

6. CONFIDENTIALITY.

6.1 Confidential Information. You may have access to or be exposed to (through the Partner Portal or other means) Information or other materials, data or information that is not generally known to the public, whether such information is in written, oral, electronic, web site-based, or other forms (collectively, "Confidential Information"). You will keep all Confidential Information strictly confidential for a period of three (3) years after the termination of these Terms, using at least the same degree of care as you use to protect your own confidential information, but no less than reasonable care. Notwithstanding anything to the contrary in these Terms, your confidentiality obligations with respect to Personal Information and trade secrets of Poly or Poly Affiliate shall never expire (in the case of trade secrets of Poly, trade secrets shall remain confidential as long as these remain trade secrets). You may only use the Confidential Information in furtherance of your performance under these Terms. The Confidential Information may only be disclosed to your employees, affiliates, or consultants who have at least an equivalent confidentiality obligation as set out in this Section, and who have a genuine need to know such Confidential Information for your performance under these Terms. You agree to not: (i) divulge any Confidential Information or any information derived therefrom to any third person; (ii) make any use whatsoever at any time of any Confidential Information except as expressly permitted hereunder; (iii) reverse engineer, disassemble, or decompile any software, or other tangible objects that embody the Confidential Information; (iv) copy the Confidential Information, except as required to accomplish the intent of these Terms; and (v) reproduce the Confidential Information without including all of the original confidentiality or proprietary rights notices or legends, if any. These confidentiality obligations do not apply to any Confidential Information that: (a) you can demonstrate was in your possession before your receipt from Poly; (b) is or becomes publicly available through no fault by you; or (c) you rightfully received from a third party without a duty of confidentiality. If you are required by a government body or court of law to disclose any Confidential Information, you agree to give Poly reasonable notice in advance. You acknowledge that damages for improper disclosure of Confidential Information may be irreparable and that Poly shall be entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies available at law or in equity.

6.2 Personal Information. You represent that you have permission from all of the applicable individuals to use and disclose Personal Information and you hereby grant Poly permission to use and disclose such Personal Information for the purposes of conducting the Program and any programs in accordance with these Terms and any applicable laws. As used in these Terms, the term "Personal Information" means any information or data that alone or together with any other information relates to an identified or identifiable natural person, or data considered to be personal data as defined under applicable laws, including but not limited to your employees' names and contact information.

6.3 Privacy Policy. Information collected by Poly about your business will be treated in accordance with the Poly Privacy Policy available at <http://www.poly.com/privacy> or the equivalent "Privacy Policy" available for your Territory. You agree on behalf of yourself and behalf of each User that Poly may send communications to you and your Users in relation to this Program. If you or a User no longer wishes to receive our communications, you or the User may opt-out of receiving them by following the instructions included in each communication (if applicable); by emailing us at privacy@poly.com; or by contacting us through the Partner Portal. Poly and Partner may enter into a Data Processing Addendum to these Terms which shall govern any data processing performed in relation to the Program ("DPA").

7. COMPLIANCE.

7.1 General. Each of Poly and you shall be responsible for its own compliance with laws, regulations and other legal requirements applicable to the conduct of its business and these Terms and the DPA.

7.2 Export Compliance. The Products, including any third-party software, licensed or sold under these Terms, and the transactions contemplated by these Terms, which may include technology and software, are subject to the customs and export control laws and regulations of the United States and may also be subject to the customs and export laws and regulations of the country in which the Products are manufactured or received or transitioned through. You may not sell, lease or otherwise transfer the Products to: (a) restricted countries or regions (including Cuba, Iran, North Korea, Sudan, Syria and the Crimean Region) under U.S., English, Irish, Singaporean and other laws, (b) prohibited and restricted parties as published by the Government of U.S., England, Ireland, Singapore, or by the European Union; or (c) anyone engaged in activities related to weapons of mass destruction including, without limitation, activities related to designing, developing, producing or using nuclear weapons, materials, or facilities, missiles or supporting missile projects, or chemical or biological weapons. You shall refrain from any activity in connection with these Terms and the Program that

would constitute a violation by you, your Affiliates, employees, contractors, or agents of the provisions of the U.S. Export Administration Regulations, U.S. Anti-Boycott regulations, and various U.S. economic sanctions programs concerning certain countries and individuals administered by the U.S. Department of the Treasury's Office of Foreign Assets Control, or other similar or comparable laws. You will comply with and abide by the aforementioned laws and regulations. You shall ensure that any third party that you request Poly to route Product to directly has also been made aware of the associated export controls. You will certify its compliance with the foregoing obligations upon Poly's request.

- 7.3 Compliance with Anti-Corruption and Anti-Bribery Laws.** You shall refrain from any activity in connection with these Terms that would constitute a violation of applicable anti-corruption laws, including, without limitation, (i) the U.S. Foreign Corrupt Practice Act, (ii) the UK Bribery Act, (iii) Singapore's Prevention of Corruption Act and Corruption, Drug Trafficking and Other Serious Crimes (Confiscation of Benefits) Act, Penal Code, and the Strategic Goods Control Act, or (iv) other applicable, similar or comparable laws and regulations (including, without limitation, laws of Ireland) related to anti-corruption, anti-bribery or export control (collectively, "Anti-Corruption Laws"). You represent and warrant that neither you, nor any of your employees, subcontractors, nor any third party acting or purporting to act on your or your subcontractors' behalf has: (a) violated or is in violation of any applicable anti-corruption or anti-bribery law; (b) 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 Anti-Corruption Laws or otherwise for the purpose of influencing any act or decision of such payee including, without limitation, such payee to do or omit to do any act in violation of his or her lawful duty, securing any improper advantage or inducing such payee to use his or her influence with a government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality or otherwise to secure any improper advantage ("Prohibited Payments"); or (c) been subject to any investigation by any governmental entity with regard to any actual or alleged Prohibited Payments. If you are charged with, or receive notice of, a potential violation of, or non-compliance with, any anti-corruption law, you shall promptly notify Poly of such charges or notification in writing. You further warrant, and shall so certify in writing to Poly, upon request, that your business practices are in conformity with the requirement of this Section.
- 7.4 Anti-Money Laundering.** You represent and warrant that the operations of Partner and its subsidiaries are and have been conducted at all times in compliance with ant-money laundering laws and all applicable financial record keeping and reporting requirements, rules, regulations and guidelines applicable to you and you subsidiaries ("Money Laundering Laws") and no action, suit or proceeding is before any court or government agency or body involving you or your subsidiaries with respect to Money Laundering Laws.
- 7.5 Reporting.** You agree to promptly report to Poly any concerns you may have with any of Poly's business practices by calling (toll free) per instructions at the following link: <https://secure.ethicspoint.com/domain/media/en/gui/19119/index.html>. You acknowledge that Poly may conduct, and Partner will comply, with any reviews and investigations of Partner under this Section.
- 7.6 Training.** You agree and acknowledge that you will provide reasonable training related to compliance with Anti-Corruption Laws and Money Laundering Laws to all of your employees performing services in connection with these Terms or in relation to the Products, and export control training to all employees involved in the export or shipment of the Products.
- 7.7 Compliance Program.** Partner shall maintain an anti-corruption compliance program and adequate internal financial and management controls and procedures that are reasonably designed to monitor, audit, and detect and prevent Prohibited Payments and any direct or indirect use of the proceeds that does not comply with applicable law. At Poly's request, Partner shall certify in writing to Poly that it has complied with this Section and Partner agrees and shall permit Poly and/or its authorized representatives to inspect and audit all records related to Partner's work performed for or on behalf of Poly or in connection with its sale, marketing and distribution of Products to determine compliance with, and controls related to, without limitation (i) Money Laundering Laws; and (ii) Anti-Corruption Laws, including, without limitation, with respect to: (a) the effectiveness of its compliance program, compliance training and code of conduct; (b) payments made to government officials, customers or potential customers, whether directly or indirectly; and (c) use of any funds received from Poly, directly or indirectly.
- 7.8 Compliance by Users.** You shall ensure that each User is aware of and is required to comply with these Terms and you agree that you are solely responsible for the acts and omissions of your Users.
- 8. WARRANTY DISCLAIMER. ALL SOLUTION WARRANTIES ARE MADE TO THE END CUSTOMER. SUBJECT TO THE FOREGOING, (I) YOU WILL NOT, AND WILL TAKE MEASURES NECESSARY TO ENSURE THAT YOUR EMPLOYEES DO NOT, MAKE OR PASS THROUGH ANY WARRANTY ON BEHALF OF POLY OR ITS SUPPLIERS TO ANY AFFILIATE OR OTHER THIRD PARTY AND (II) POLY MAKES NO WARRANTIES AND SPECIFICALLY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO SOLUTIONS AND THE PARTNER PROGRAM (INCLUDING, WITHOUT LIMITATION, ALL INFORMATION, TOOLS, AND OTHER MATERIALS RELATED TO OR PROVIDED UNDER THE PARTNER PROGRAM), EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTY, RIGHT OR REMEDY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. YOU UNDERSTAND THAT THE PARTNER PROGRAM DOES NOT GUARANTEE THAT YOU WILL MAKE ANY SALES OR PROFITS. ALL POLY INFORMATION IS PROVIDED "AS IS". THERE IS NO WARRANTY THAT THE SOLUTIONS WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL FULFILL ANY CUSTOMER'S PARTICULAR PURPOSES OR NEEDS. TO THE EXTENT THAT POLY CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW. YOU ARE SOLELY RESPONSIBLE FOR ANY CLAIMS, WARRANTIES OR REPRESENTATIONS MADE BY YOU, YOUR AGENTS, OR**

THIRD PARTIES, WHICH DIFFER FROM, OR ARE IN ADDITION TO, THE WARRANTY PROVIDED BY POLY TO END USER CUSTOMERS.

- 9. INDEMNIFICATION.** To the fullest extent permitted by law, you shall indemnify, defend, and hold harmless Poly, Poly Affiliates, and their respective successors and assigns from any claim, loss, fine, penalty, demand, cause of action, debt, damages, or liability (including reasonable attorney or legal fees, expenses, and court costs) arising from any violation by you or any User of these Terms (including without limitation Section 7), any Associated Program Terms, any other agreement between you and Poly or between the User and Poly, or any applicable laws or regulations.
- 10. LIMITATION OF LIABILITY. YOU ACKNOWLEDGE THAT YOUR PARTICIPATION IN THE PARTNER PROGRAM IS STRICTLY VOLUNTARY. POLY SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE, RELIANCE, EXEMPLARY, INCIDENTAL, OR INDIRECT LOSS OR DAMAGES ARISING FROM, OUT OF, OR RELATING TO THE PARTNER PROGRAM, THESE TERMS OR THE INTERPRETATION, BREACH, TERMINATION OR VALIDITY THEREOF. IN NO EVENT SHALL POLY BE LIABLE FOR ANY LOSS OF BUSINESS, INCOME, OR PROFITS, OR FOR LOST OR CORRUPTED DATA OR SOFTWARE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT SHALL POLY'S AGGREGATE LIABILITY FOR ALL CLAIMS ARISING FROM, OUT OF, OR RELATING TO THE PARTNER PROGRAM OR THESE TERMS EXCEED \$1000.00 (U.S. DOLLARS). THESE LIMITATIONS OF LIABILITY SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN TORT, CONTRACT, OR OTHER THEORIES, AND WHETHER POLY KNEW OR SHOULD HAVE KNOWN THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING IN THESE TERMS, THE REMEDIES SET FORTH HEREIN SHALL APPLY EVEN IF SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE. NOTHING IN THESE TERMS IS INTENDED TO EXCLUDE ANY LIABILITY RESULTING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.**
- 11. TERMINATION.**
- 11.1 Termination.** You may withdraw from the Program at any time by notifying Poly in writing, including any locations designated by Poly in the Partner Portal. Poly may suspend or terminate your participation in and/or benefits under the Program (including access to the Partner Portal), in whole or in part, upon written notice to Partner: (i) for any breach of these Terms or any other agreement related to your participation in the Program, or (ii) for any attempt to impair the integrity of the Program as determined by Poly. In addition, Poly, in its sole discretion, may terminate these Terms or Program (including access to the Partner Portal) in whole or in part, for all participants, or for you alone, without cause, upon thirty (30) days' notice (notices may be made available by Poly through the Partner Portal or be otherwise communicated to you in writing).
- 11.2 Effect of Termination.** Upon termination of these Terms, the license and rights granted hereunder shall terminate completely and Partner shall cease to use Information and Partner Portal and shall promptly destroy, and certify to Poly if requested, all tangible copies of the Information in its possession. Nothing in this Section shall limit Poly's rights to pursue other legal remedies, including immediate court or judicial relief. All provisions that by their nature are intended to survive the termination shall survive. Partner agrees to waive and hereby does waive the benefit of any law or regulation providing compensation to Partner rising from the termination of these Terms and Partner warrants that such waiver is irrevocable and enforceable by Poly.
- 11.3 Termination of Partner Portal Access.** Poly has the right to terminate or discontinue access to the Information or Partner Portal, at its convenience, by sending written notice thereof (notices may be made available by Poly through the Partner Portal or be otherwise communicated to you in writing).
- 12. MISCELLANEOUS.**
- 12.1 Assignment.** You may not assign these Terms or any of your rights under the Program or these Terms, nor delegate any of your obligations, to any third party, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or any other manner without Poly's prior written consent. Any attempted assignment, sub-license, or transfer in violation of the foregoing shall be null and void. Any successor to your company in a corporate transaction may apply as a new partner under these Terms.
- 12.2 Independent Contractors.** You and Poly are independent contractors and shall have no authority to bind the other. Neither these Terms nor your participation in the Program shall be deemed to create a partnership, agency, joint venture, franchise, or other similar arrangement, and the employees, agents, or representatives of one party shall not be deemed to be employees, agents, or representatives of the other party.
- 12.3 Dispute Resolution.** If the parties are unable to resolve any claim, controversy or dispute arising from, out of, or relating to the Program or these Terms ("Dispute") following notice of the Dispute to the other party, you may withdraw participation in the Program without any further recourse from Poly. Poly may pursue all courses of action available at law or in equity in its sole discretion.
- 12.4 Force Majeure.** Neither party will be liable for any failure or delay in the performance of its obligations, in whole or in part, directly or indirectly, during any period if performance is delayed or rendered impracticable or impossible due to reasonably unforeseeable circumstances beyond that party's reasonable control including, without limitation, epidemic or pandemic, fire, earthquake, storm, flood, power outage, strike, war, act of terrorism, law, export control regulation, instructions of government authorities or judgment of a court (not arising out of breach by such party of the Agreement).
- 12.5 Governing Law.**
- 12.5.1 For Partners located in the United States, Canada, Mexico, Central, and South America:** The parties agree that all questions pertaining to the validity and interpretation of these Terms shall be determined in accordance with the laws of the State of California, without regard to its conflicts of laws principles. The parties hereby consent to the jurisdiction of, and waive any venue objections against, the United

States District Court for the Northern District of California, and the Superior and Municipal Courts of the State of California, Santa Clara County, in any litigation arising out of or in connection with the Agreement.

- 12.5.2** *For Partners located in Asia, including India:* The parties agree that all questions pertaining to the validity and interpretation of these Terms shall be determined in accordance with the laws of Singapore. Each party irrevocably submits to the exclusive jurisdiction of the Singapore International Commercial Court all disputes arising out of or in connection with the present contract, including any question relating to its existence, validity or termination.
- 12.5.3** *For Partners located in the Wider European Area other than the United Kingdom:* The parties agree that all issues, questions and disputes concerning the validity, interpretation, enforcement, performance or termination of these Terms, and all matters of extra-contractual and/or tort liability, if any, arising out of or in relation with these Terms shall be determined in accordance with the laws of Ireland, without regard to its conflicts of laws principles. Any dispute arising between the parties arising out of or in connection with these Terms and/or any contractual or non-contractual (including pre-contractual) matters in connection with its conclusion, validity, interpretation, enforcement, performance and termination will be submitted to the exclusive jurisdiction of the Irish courts.
- 12.5.4** *For Partners located in the United Kingdom, Middle-East, Africa, Australia, New Zealand and any other country or region not identified in Section 12.5.1, Section 12.5.2 or Section 12.5.3:* The parties agree that all questions pertaining to the validity and interpretation of these Terms shall be determined in accordance with the laws of the England, without regard to its conflicts of laws principles. The parties hereby agree that proceedings commenced under these Terms will be settled by a competent court in London, United Kingdom.
- 12.5.5** The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
- 12.6 Prevailing Party.** In any action hereunder, the prevailing party shall be entitled to reimbursement of all of its costs and expenses, including reasonable attorneys' fees, litigation costs, expert witness fees, and damages incurred in connection with such dispute or litigation, including any appeal therefrom, the costs of collection and other relief as may be awarded or ordered.
- 12.7 Modifications.** We retain the right to modify the Program or any aspect of it, including these Terms, at any time. We will provide Notice of Program changes through the Partner Portal. You are responsible for regularly checking the Partner Portal, and your continuing participation in, and performance under, the Program shall be deemed to be your acceptance of such changes as of the effective date of the modifications.
- 12.8 Severability.** If any provision herein is void or unenforceable, you and Poly agree to delete such provision and agree that the remainder of the Agreement will continue to be in effect.
- 12.9 Waiver.** Poly's failure to enforce your strict performance of any term herein will not constitute a waiver of Poly's right to subsequently enforce such term or any other term of these Terms.
- 12.10 References.** You shall not directly or indirectly issue or release any written publicity, marketing collateral, press release, or other public announcement, relating in any way to these Terms or your participation in the Program, or your relationship with Poly except to the extent expressly permitted by Poly in writing through the Partner Portal or otherwise provided by Poly.
- 12.11 Entire Agreement.** These Terms (including all online terms referenced herein), along with revisions to these Terms or to the Program as may be posted, from time to time, to the Partner Portal by Poly, constitute the entire agreement between Partner and Poly regarding the Program, including but not limited to Associated Program Terms. Partner expressly disclaims any reliance on statements or representations made by Poly that are not embodied in these Terms or on Poly's prior course of conduct.
- 12.12 Notices.** Poly may provide notice to Partner under these Terms through the Partner Portal, or by e-mail using the information included in Partner's profile as must be kept up to date by Partner from time to time and shall be considered effective or received when transmitted to Partner. Partner will provide all notices by mail or courier to Poly, 345 Encinal St., Santa Cruz, CA 95060 USA, Attn: Chief Legal Officer and such notice will be effective when received. A corporate name change of either party shall not require approval by the other party, unless part of a transaction requiring consent under this Section.
- 12.13 English Language.** The parties confirm that it is their wish that these Terms, as well as other documents relating to these Terms, including all notices, have been and will be drawn up in the English language only, provided that a translation in local languages may be provided for reference purposes only.
- 12.14 Survival.** All obligations herein, which by their terms or nature survive termination or expiration of these Terms, will continue thereafter until fully performed.
- 12.15 Electronic Acceptance.** By electronically clicking "I accept" or other similar language, you acknowledge and agree on behalf of Partner that: (i) you have read these Terms, (ii) you are authorized to agree to the terms of these Terms on behalf of Partner, and (iii) each of the terms and conditions of these Terms will be binding and enforceable on and against Partner.

[v20200901]