

# Poly Lens Supplemental Services Terms ("Poly Lens Terms")

## Poly Lens Description

Poly Lens is a cloud-based insights and management service, combining management and updating tools with insights into how Poly devices are being used. Use of Poly Lens is subject to the [Terms of Service](#), these Poly Lens Terms, and such additional documents and policies applicable to Poly software-as-a-service generally.

## Supplementing the Terms of Service

These Poly Lens Terms are intended to address the unique features, functionalities, aspects and attributes of the Poly Lens services ("**Services**") and, as such, supplement the Plantronics, Inc. ("**Poly**") Terms of Service applicable to Poly's software-as-a-service offerings. Unless otherwise specifically stated, defined terms in the Terms of Service have the same meaning in these Poly Lens Terms. To the extent of any conflict between the Terms of Service and these Poly Lens Terms, these Poly Lens Terms prevail.

By using all or a portion of Poly Lens, you are agreeing to the Terms of Service, these Poly Lens Terms, and each of the additional policies referenced in these Poly Lens Terms (collectively, the "[Website Terms](#)"). You may also be prompted to review and accept all or a portion of the Website Terms when you initially enter your credentials (username and password) on the website.

Additionally, Poly may periodically revise, rescind or otherwise modify all or any portion of the Website Terms, including these Poly Lens Terms, at any time however when changes occur, we will notify all Poly Lens administrators via the Poly Lens service. If Poly does so, you may again be asked to review and accept all or a portion of the Website Terms when you log-in. However, Poly is not obligated to require your review and approval and your continued access and use of the website after any revisions, rescissions or other modifications will be considered your consent and acceptance of the Website Terms, as modified. We therefore recommend you periodically review the Website Terms.

## Subscription Rights and Restrictions

Your access and use of the Services must be for your internal business purposes only. You understand that you may not use or otherwise access the Services in a manner that exceeds your authorized use.

You will not (and will not permit others to) do the following with respect to the website and Services:

- i. use either with external programs in a manner that intentionally circumvents your usage restrictions;
- ii. license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share, offer as a service bureau or otherwise make either available for access by third parties except as otherwise expressly authorized by Poly in writing;
- iii. access or use either for the purpose of developing or operating products or services intended to be offered to third parties in competition with Poly;
- iv. disassemble, reverse engineer or decompile either except and only to the extent authorized by applicable law;

- v. copy, create derivative works based on or otherwise modify either except as permitted in the Website Terms;
- vi. remove or modify a copyright or other proprietary rights notice;
- vii. use either to reproduce, distribute, display, transmit or use material protected by copyright or other intellectual property right (including the rights of publicity or privacy) without first obtaining the permission of the owner;
- viii. use either to create, use, send, store or run viruses or other harmful computer code, files, scripts, agents or other programs or otherwise engage in a malicious act or disrupt its security, integrity or operation; or
- ix. access or disable any Poly or third-party data, software or network (other than your instance of the Services according to the Website Terms).

## **Technical Support**

Poly Community Support will be available to address issues related to the operations of the Service. This support does not include consulting services or interpretation of report results.

## **Customer Success**

During the term of your use of Poly Lens, the Poly Customer Success Team may contact you via phone, email or other method to evaluate your adoption, utilization and overall satisfaction with the Service.

## **Intellectual Property**

As between you and Poly, you retain all rights, title, and interest in and to your intellectual property rights in your data, including all text, sound, video, or image files, software and other information (collectively, “**Data**”) but you grant Poly a royalty-free, fully-paid, non-exclusive, non-transferable (except as part of an assignment), sub-licensable, worldwide right to use your Data to provide you the Services. You also agree that Poly may collect, use and disclose quantitative data derived from the use of the Services for industry analysis, benchmarking, analytics, product improvement, marketing, and other business purposes.

In addition, as between you and Poly, Poly owns all rights, title, and interest in and to all intellectual property rights in the Website Terms and Services and, except as expressly provided in the Website Terms, Poly reserves all rights in the website and Services and does not grant you any rights, express or implied or by estoppel.

## **Warranty Disclaimer**

EXCEPT AS EXPRESSLY STATED IN THESE POLY LENS TERMS, TO THE MAXIMUM EXTENT ALLOWED BY LAW, POLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WARRANTIES ARISING UNDER STATUTE, WARRANTIES OF MERCHANTABILITY, ACCURACY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, POLY SPECIFICALLY DOES NOT WARRANT THAT THE WEBSITE, SERVICES, ANY SOFTWARE, OR ANY DOCUMENTATION WILL MEET YOUR REQUIREMENTS OR THAT THEY WILL BE ACCURATE OR OPERATE WITHOUT INTERRUPTION OR ERROR. YOU ACKNOWLEDGE THAT YOU HAVE NOT RELIED ON ANY

PROMISE, WARRANTY OR REPRESENTATION NOT EXPRESSLY STATED IN THE WEBSITE TERMS.

## **Data Access and Retention**

Poly may retain Data for as long as needed to provide the customer with Services and for industry analysis, benchmarking, analytics, and product improvement purposes. When a customer makes a request for deletion to [privacy@poly.com](mailto:privacy@poly.com), Poly will delete the requested data within 30 days, unless the data is required to be retained for Poly's legitimate interests or if needed to provide the Service to customer. Poly may "anonymize" personal data in lieu of deletion. The anonymization process is irreversible and includes but is not limited to searching and sanitizing all customer-specific data (e.g., name, site information and IP address) with randomly generated alphanumeric characters. Poly has no liability for deletion of Data according to the terms of this section.

## **Data Privacy**

The [Poly Privacy Policy](#) is incorporated into these Poly Lens Terms and describes Poly's policies regarding our respective rights and obligations in and to your Data. Please review the policy carefully.