

## POLYCOM PARTNER PROGRAM AGREEMENT (“AGREEMENT”)

THIS AGREEMENT SHALL APPLY TO ALL RESALE PARTNERS PARTICIPATING IN POLYCOM’S CHANNEL PARTNER PROGRAM.

BY CLICKING “I AGREE” ON THE POLYCOM CHANNEL WEB SITE, YOU ARE AGREEING TO BE BOUND TO THIS AGREEMENT AS A CONDITION OF PARTICIPATING IN POLYCOM’S CHANNEL PARTNER PROGRAM AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND RESALE PARTNER.

IF YOU DO NOT AGREE TO THESE TERMS, YOU WILL NOT BE CONSIDERED FOR ENROLLMENT IN POLYCOM’S CHANNEL PARTNER PROGRAM AND YOUR APPLICATION WILL BE DECLINED.

THIS AGREEMENT IS SUBJECT TO POLYCOM’S PRIVACY POLICY, posted at Polycom.com.

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### **Introduction.**

If your application to become an authorized Polycom partner is accepted by Polycom, this Agreement shall apply to your participation in Polycom’s Channel Partner Program as described on the PartnerConnect portal (the “Program”). Your participation in the Program is strictly voluntary; you can terminate your participation in the Program at any time, with advanced written notice to us. We may also terminate your participation in the Program as set out in these Terms. We will use reasonable care to administer the Program, but we do not guarantee satisfaction with the Program or results from participating in the Program.

All capitalized words used in this Agreement are defined in the attached Glossary of Definitions (Exhibit 1) or in the text herein.

### **1. Your Participation in the Program.**

- 1.1 If you meet our Program eligibility requirements, we will confirm your enrollment in the Program by email to your designated contact. If you do not meet our Program eligibility requirements, we will notify you by email and explain why your application was declined.
- 1.2 You may not assign or delegate your enrollment in the Program or these Terms to any third party without our express written consent.
- 1.3 If you are enrolled in the Program, you must complete your company profile information on PartnerConnect, and designate someone in your organization as the administrator who shall be responsible for periodically updating your business profile information on PartnerConnect.

### **2. Key Reseller Requirements.**

The following are key requirements for Resale Partners enrolled in the Program:

- 2.1 You must purchase *only* genuine new Polycom products from our authorized distributor(s) in your Territory for resale in your designated Territory to end user customers. You understand that Polycom’s end user warranty terms will not apply to purchases made through unauthorized sellers (as set forth in the warranty terms published at: [http://supportdocs.polycom.com/PolycomService/support/global/documents/support/others/plcm\\_warranty\\_summary.pdf](http://supportdocs.polycom.com/PolycomService/support/global/documents/support/others/plcm_warranty_summary.pdf)). Your compliance with Polycom's grey market policies and these Terms is essential as a part of your participation in the Program. Polycom retains the right, in its sole discretion, to suspend or terminate you and/or to withhold Program rebates, incentives and other Program benefits if you fail to comply with these Terms.
- 2.2 You may only use Polycom Marks solely for the business entities which you have fully disclosed to Polycom on your partner enrollment application (including any “Doing Business As” names). If you wish to use the Polycom Marks for additional business entities, you must first identify the name of such business entity in your Partner record on file with us.
- 2.3 You must maintain the Certifications necessary to resell our Solutions in your designated Territory.
- 2.4 For the sole purpose of our verifying your compliance with other Program requirements, you must make your applicable business records available to us for review upon our advanced written request, during regular business hours, and in a manner that will not unreasonably interfere with your normal business activities. The Confidentiality terms set forth in this Agreement shall apply to such record-review activities; however, we may, at our election, execute a separate non-disclosure agreement to further facilitate such review activities. You must keep complete and accurate records and accounts, in accordance with generally-accepted accounting principles, regarding your activities in the Program during the time when you are enrolled in the Program and for two years after your participation in the Program ends.
- 3. Program Changes.** We retain the right to modify the Program or any aspect of it, at any time. We will provide Notice of Program changes. You are responsible for regularly checking PartnerConnect for Program changes, and your continuing participation in the Program shall be your assent to such Program changes. Program Web site changes are effective on the date they are posted, and are not applied retroactively.
- 4. Program Benefits.** The Program benefits are described on PartnerConnect. Benefits may vary by Program type, Resale Partner type (i.e. route to market), Resale Partner’s level of participation in the Program, competency, theatre and/or country. Such Program benefits may have additional terms and licenses which you shall be required to accept *before* becoming eligible to receive such other Program benefits.
- 5. Your Failure to Comply with Program Requirements.**
- If you do not comply with this Agreement, we may, in our sole discretion, take corrective measures, which may include, but are not limited to, one or more of the actions listed

below, upon written notice to you. We also reserve all available legal and equitable remedies:

- a) Suspend your benefits under or participation in the Program for a period of time to be determined solely by us;
- b) Decline to renew or withhold an offer to renew your enrollment in the Program;
- c) De-certify or de-specialize you on some or all Polycom's Solutions;
- d) Revoke your license to use the Polycom Marks;
- e) Terminate your participation in the Program and/or Certification status and this Agreement.

**6. When You Are No Longer Enrolled in the Program.**

If you elect to end your participation in the Program, or if Polycom suspends or terminates you from the Program (as provided in Section 8 below), any benefits you may receive under the Program will end as of the identified end date, including, but not limited to, the use of Polycom's Marks. Upon Polycom's written request, you shall destroy Polycom-provided written materials, including technical, sales and marketing-information, training course materials and other channel partner materials and program information in your possession, and to promptly provide us with a written certificate of destruction that is signed by your authorized senior representative.

**7. Termination.**

- 7.1 **Termination without cause.** Either party may terminate this Agreement at any time, without cause, upon written notice to the other party. Neither party will be responsible to the other for costs or damages resulting from such a termination.
- 7.2 **Termination for cause.** If either party breaches any provision of this Agreement that is considered curable, the non-breaching party will give fifteen (15) calendar days' email or written notice for an opportunity to cure. If the cause for the termination is not curable, termination will be effective on notice from the non-breaching party. Polycom shall have the right to immediately terminate this Agreement in the event of Partner's breach of Polycom's anti-corruption policy (Exhibit 2). A Partner who is terminated for cause is ineligible to re-enroll in the Program.

**8. Direct Partners Who Become Indirect Partners.**

In cases when a Direct Partner's Resale Agreement with Polycom expires or is terminated without cause, such Partner may elect to remain enrolled in the Program as an Indirect Partner, subject to such the Partner's remaining in full compliance with the terms of this Agreement.

9. **Advertising.** You must accurately describe our Solutions in all advertisements and written proposals to end-user customers. You are not authorized and shall not make any representations, warranties, or covenants regarding the current or future performance, features, functionality, or other attributes of any Solution, except as expressly set forth in the Polycom-provided end-user documentation to each such Polycom product, Solution or service. You shall not advertise Polycom products as “like-new,” “previously purchased but not used,” or advertise purchases from un-authorized sources as “new.”
10. **Publicity.** Any press release, public announcement, confirmation or other information regarding our business relationship or the transactions contemplated hereby shall be made only after each party hereto has approved in writing the time, form, and content of any such information to be disseminated to third parties or the public. However, by enrolling in the Program, you agree that we can identify you and your designated representative(s) contact information on PartnerConnect as an authorized partner in the Program.
11. **Compliance with Polycom’s Gray Market Policy.** You agree to comply with Polycom’s Gray Market Policy in Exhibit 3 to these Terms.
12. **Sales to NATO, the United States Government and to State/Local Governments in the U.S.**
  - 12.1 Your enrollment in the Program does not authorize you to resell any Polycom Solutions to the U.S. Government or NATO. If you wish to become authorized to sell to the U.S. Government or NATO, you must first complete our separate application process for Polycom’s U.S. Federal/NATO Specialization Program, described on PartnerConnect.
  - 12.2 Your enrollment in the Program does not authorize you to resell any Polycom Solutions under any Polycom-held government contracts (whether federal, state or local). If you wish to become authorized to sell under a Polycom-held prime government contract, you must first complete the application process for such contract authorization, as well as other contract(s) regarding such resales.
  - 12.3 The Polycom products/Solutions are “commercial items” per 48 C.F.R. 2.101, including “commercial computer software” and “commercial computer software documentation” per 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire only those rights set forth in the software license agreements for such commercial computer software.
  - 12.4 Polycom does not hereby represent that, as a manufacturer, it will provide its products and/or services to fulfill any Resale Partner-held U.S. state or local government schedule contracts, such as the California Multiple Award Schedule (“CMAS”) contract.
13. **Compliance with Anti-Corruption Laws.**
  - 13.1 You agree to comply with Polycom’s Global Anti-Corruption Policy in Exhibit 2 to these Terms.
  - 13.2 You also agree to comply with all applicable laws against bribery, corruption, and money-laundering. You will not use money or any other consideration for any unlawful

purposes, such as direct or indirect payments, for the purpose of assisting Polycom in obtaining or retaining business, to commercial or government-affiliated persons, political parties, party officials, candidates for political office, persons acting in any official capacity on behalf of any public international organization, such as the United Nations or World Bank, or state-owned business.

- 13.3 We may require that you periodically complete a due diligence questionnaire, execute anti-corruption certification(s) and complete on-line anti-corruption training, and provide other information to us, as a part of our global anti-corruption program requirements. We reserve the right to decline to enroll any applicant to the Program or any Resale Partner enrolled in the Program who fails to complete Polycom's due diligence process or when concerns are raised about the Resale Partner's business practices.
- 13.4 Notwithstanding any other provision in these Terms or in the Program, Polycom may suspend performance or terminate your participation in the Program and/or Certification status at any time and immediately upon written notice if Polycom has concerns regarding Resale Partner's compliance with Polycom's anti-corruption policy is and/or other business practices.
- 14. Point of Sale Reporting.** For the purposes of complying with the Program, you must provide accurate and timely "Point of Sale" information as described in the POS Handbook on PartnerConnect.
- 15. Polycom Warranty/Warranty Disclaimers.**
- 15.1 ALL POLYCOM PRODUCT AND SERVICE WARRANTIES ARE MADE TO THE END CUSTOMER AND NOT YOU. 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 POLYCOM OR ITS SUPPLIERS TO ANY AFFILIATE OR OTHER THIRD PARTY AND (II) POLYCOM AND ITS SUPPLIERS DISCLAIM ANY AND ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY REGARDING THE POLYCOM PRODUCTS AND SERVICES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. THERE IS NO WARRANTY THAT THE POLYCOM PRODUCTS OR SERVICES WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL FULFILL ANY CUSTOMER'S PARTICULAR PURPOSES OR NEEDS. TO THE EXTENT THAT POLYCOM 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.
- 15.2 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 Polycom to end user customers in the packaging for Polycom products.

## **16. Confidentiality.**

- 16.1 Each party (the “Disclosing Party”) may from time to time during your participation in the Program disclose to the other party (the “Recipient”) certain information regarding the Disclosing Party’s business, including its products, inventions, operations, methodologies, systems, processes, product development plans or intentions, know-how, designs, trade secrets, market opportunities, business or financial affairs, and technical, marketing, financial, employees, distributors, certified resellers, planning, and other confidential or proprietary information (“Confidential Information”). Polycom’s Confidential Information includes (without limitation) the function and performance of the Solutions, the terms of these Terms, the contents of the Polycom PartnerConnect Web Site, and any other information relating to the Solutions or the sale thereof. Confidential Information includes information disclosed orally, visually, or through any tangible medium.
- 16.2 Recipient will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by these Terms and will disclose the Confidential Information of the Disclosing Party only to the employees of Recipient who have a need to know such Confidential Information for purposes of these Terms and who are under a duty of confidentiality no less restrictive than Recipient’s duty hereunder. Recipient will protect the Disclosing Party’s Confidential Information from unauthorized use, access, or disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. You may not disclose any of Polycom’s Confidential Information to your customers without Polycom’s express prior written consent. You will not reverse-engineer, disassemble, or decompile any prototypes, software, or other tangible objects that embody Polycom’s Confidential Information.
- 16.3 Recipient’s obligations under Section 16.2 with respect to any Confidential Information of the Disclosing Party will terminate if and when Recipient can document that such information: (a) was already lawfully known to Recipient at the time of disclosure by the Disclosing Party; (b) was disclosed to Recipient by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of Recipient has become, generally available to the public; or (d) was independently developed by Recipient without access to, or use of, the Disclosing Party’s Confidential Information. In addition, Recipient will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is (i) approved in advance, in writing by the Disclosing Party, (ii) necessary for Recipient to enforce its rights under these Terms in connection with a legal proceeding; or (iii) required by law or by the order of a court of similar judicial or administrative body, provided that Recipient notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party’s request and expense, in any lawful action to contest or limit the scope of such required disclosure.
- 16.4 Recipient will, at the option of the Disclosing Party, either return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in Recipient’s possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the Disclosing Party or the expiration or termination

of the Term, whichever comes first. At the Disclosing Party's request, Recipient will certify in writing signed by an officer of Recipient that it has fully complied with its obligations under this clause 16.4.

**17. Compliance with Export/Import Laws.**

- 17.1 You acknowledge that Polycom Products are subject to U.S., EU or other applicable export control laws and regulations issued pursuant to these laws, including, but not limited to the (US) Export Administration Regulations (EAR) and the EU Dual Use Regulation 428/2009. You understand that the Polycom Products may contain encryption and other technology that may require an export license from the U.S. Departments of Commerce competent EU Member State authority, or other competent national authorities. You acknowledge that you will comply with all applicable export and import control laws and regulations of the countries to which the Polycom Products are sent and, in particular, you will not export or re-export the Polycom Products without all required United States competent EU/EU Member State, and/or other national authority licenses. You are responsible for obtaining any necessary government export authorization.
- 17.2 You will not use, sell, resell, export, re-export, transfer, divert, distribute, dispose of, disclose or otherwise deal with the Polycom Products, directly or indirectly, to any companies, organizations, entities or individuals as designated under U.S., EU or other applicable export control and/or sanctions laws and regulations, including, but not limited to EU sanctions regulations, UN Security Council resolutions, US sanctions or other laws or regulations as are, amongst others, identified on the US OFAC SDN list (<http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>) or EU consolidated designated party list ([http://eeas.europa.eu/cfsp/sanctions/consolidated\\_en.htm](http://eeas.europa.eu/cfsp/sanctions/consolidated_en.htm)) or other lists as established under such export control and/or sanctions laws and regulations, as such lists may be updated from time to time, nor to any country or destination designated or sanctioned under such export control and/or sanctions laws and regulations.
- 17.3 You will maintain adequate internal measures to ensure compliance with your obligations in Section 17. You will defend, indemnify, and hold harmless Polycom and its affiliates and suppliers from and against all fines, penalties, costs and expenses as a result of a breach of the foregoing covenants in Section 17 or violation of such laws or regulations covered in Section 17 by you, or any of your agents, officers, directors, or employees.

**18. Limitations on use of Polycom Products.**

You may not use, and may not distribute the Polycom Products for use in, any application involving the design or development of nuclear, chemical, or biological weapons or delivery systems such as missile technology, or military use in a country which is subject to an arms embargo. You may not use or distribute the Polycom Products for use in air traffic control or management of a nuclear facility.

**19. Reciprocal Trademark Licenses.**

- 19.1 Your use of any Polycom Marks is conditional upon following our Trademark Usage and Style Guidelines, posted on PartnerConnect and such other trademark and logo policies

which we make available on PartnerConnect. Polycom is the exclusive owner of Polycom's Marks. Conditioned upon your compliance with these Terms during your enrollment in the Program, we hereby grant to you for your use during your participation in the Program, a nonexclusive, nontransferable, limited, royalty-free, license to use the Polycom Marks solely in connection with your marketing promotion and sale of Polycom products/services and solely as permitted by the Guidelines. Our partners shall report to us any unauthorized distribution or misuse by a third party of the Polycom Marks and to cooperate with us, as we may investigate any such claim.

- 19.2 As a part of your participation in this Program, you grant to us a nonexclusive, worldwide, royalty-free, fully paid-up license to use and reproduce your trademarks, trade names, and logos (the "Partner Marks"), in accordance with your then-current trademark usage and style guidelines as transmitted to us. We will cease using your Partner Marks immediately upon termination or expiration of your participation in the Program.

**20. WAIVER OF CONSEQUENTIAL DAMAGES.**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING ANY LOST DATA AND LOST PROFITS, ARISING FROM OR RELATING TO THIS AGREEMENT OR ITS PERFORMANCE. THIS EXCLUSION WILL APPLY REGARDLESS OF THE LEGAL THEORY UPON WHICH ANY CLAIM FOR SUCH DAMAGES IS BASED, WHETHER SUCH DAMAGES WERE REASONABLY FORESEEABLE, OR WHETHER APPLICATION OF THE EXCLUSION CAUSES ANY REMEDY TO FAIL OF ITS ESSENTIAL PURPOSE. NOTWITHSTANDING THE FOREGOING, THIS EXCLUSION WILL NOT APPLY TO EITHER PARTY'S LIABILITY FOR BREACH OF ITS CONFIDENTIALITY OBLIGATIONS IN SECTION 16 OR INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT.

**21. General Terms.**

- 21.1 **Assignments.** You may not assign, sub-license, or transfer its rights under this Agreement without Polycom's prior written consent. Any attempted assignment, sub-license, or transfer in violation of the foregoing shall be null and void.
- 21.2 **Independent Contractors.** The parties' relationship established by this Agreement is that of independent contractors. Nothing contained herein shall be construed as creating any agency, employment relationship, partnership, principal-agent or other form of joint enterprise between Partner and Polycom. You are solely responsible for all of your employees and agents and associated labor costs and expenses.
- 21.3 **Practices Policy.** Polycom does not solicit or accept complaints from its Partners about any other Partner's sales or pricing practices, and will not engage in any such discussions. By accepting the terms of this Agreement, you recognize this policy and agrees to comply with it at all times.



#### 21.4. **Choice of Law.**

- (a) The applicable law, jurisdiction and venue for this Agreement are identified below. This choice of jurisdiction and venue does not prevent either party from seeking injunctive relief for a violation of intellectual property rights, confidentiality obligations or enforcement of recognition of any award or order. Injunctive relief or enforcement of recognition may be sought in any appropriate jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
- (b) This Agreement is written and shall be construed in the English language. Partner hereby consents to personal jurisdiction and venue in, and agrees to service of process issued or authorized by, such court as applicable to their location, as identified in subsections (a) thru (g) below.
- (c) The parties agree that any dispute arising between them under this Agreement shall first be submitted to an appointed executive from each party, to attempt to resolve the dispute. If the appointed executives fail to resolve the dispute, then either party shall be free to submit the dispute to the courts of the country whose law govern this Agreement.

#### **When Partner's principal place of business is in the United States or in Central or South America (but excluding Brazil):**

This Agreement will be governed by the laws of the State of California, USA, without giving effect to any choice of law principles that would require the application of the laws of a different state. Any action or proceeding arising from or relating to this Agreement must be brought exclusively in a court of competent jurisdiction, federal or state, located within the City and County of San Francisco, California, and in no other jurisdiction.

#### **When Partner's principal place of business is in Canada:**

This Agreement will be governed by the laws of the Province of Ontario, Canada, without regard to the conflict of laws provision thereof and the courts of the Province of Ontario shall have exclusive jurisdiction over all controversies arising under this Agreement.

#### **When Partner's principal place of business is in Europe, the Middle East or Africa:**

This Agreement will be governed by the laws of England, without giving effect to any choice of law principles. English courts located in London shall have exclusive jurisdiction and venue over all controversies in connection herewith.

#### **When Partner's principal place of business is in Asia Pacific, Australia or New Zealand:**

This Agreement will be governed by the laws of Singapore, without giving effect to any choice of law principles.

#### **When Partner's principal place of business is in Brazil:**

This Agreement will be governed by the laws of Brazil, without giving effect to any choice of law principles.

**21.5. Polycom Contracting Entity.**

The Polycom contracting entity for this Agreement is determined by the country or region where Partner is located, as outlined below.

**When Partner is located in Australia, New Zealand or Asia:** Polycom Asia Pacific Pte Ltd., 8 Shenton Way #11-01, AXA Tower, Singapore 068811;

**When Partner is located in North America or in the Caribbean or Latin America:** Polycom, Inc., 6001 America Center Dr., San Jose, California 95164; and

**When Partner is located in Europe, Middle East or Africa:** Polycom Netherlands B.V., Orlyplein 10, 23<sup>rd</sup> Floor, 1043DP Amsterdam, Netherlands.

- 21.6. Independent Contractors.** The parties' relationship established by the Program is that of independent contractors. Any use of the term "Partner" is for reference purposes only. Nothing contained in these Terms or the Program shall be construed as creating any agency, employment relationship, partnership, principal-agent or other form of joint enterprise between you and Polycom.
- 21.7. Waivers.** All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- 21.8. Severability.** If any provision of this Agreement is adjudicated to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.
- 21.9. Force Majeure.** If the performance of this Agreement, or any obligation hereunder is prevented, restricted or interfered with by any act or condition whatsoever beyond the reasonable control of the affected party, including, but not limited to, acts of God, acts of civil or military authority, failure or interruption of utilities, fires, floods, earthquakes, riots, wars, sabotage, or governmental actions, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction or interference.
- 21.10. Notices.** Notices shall be in writing. Polycom will provide notice of Program changes on PartnerConnect; other notices shall be provided by either party in writing and delivered to the other party by certified mail or overnight delivery service as follows: for Partner, to the then most current name and address you provide to Polycom in your Partner profile on PartnerConnect, as a part of your ongoing obligations to remain enrolled in the Program; for Polycom to the attention of the General Counsel to the address specified below.
- 21.11. Attorneys' Fees.** If either party employs attorneys to enforce any rights arising out of, or relating to this Agreement, the prevailing party will be entitled to recover its reasonable

attorneys' fees, costs and other expenses, including the costs and fees incurred on appeal or in a bankruptcy or similar action.

- 21.12 **Order of precedence.** To the extent there is a direct conflict between this Agreement and terms posted on PartnerConnect, this Agreement shall control, but only to the extent of such conflict. If a particular subject is addressed on PartnerConnect and not in this Agreement, then the terms of the PartnerConnect shall control.
- 21.13 **Survival. Survival.** Sections 6 (When no longer enrolled in the Program), 7 (Termination), 15 (Warranties), 16 (Confidentiality), 17.3 (Indemnity), 20 (Consequential Damages Waiver), and 21 (General) shall survive the expiration or termination of this Agreement.
- 21.14 **Entire Agreement.** This Agreement, along with revisions to this Agreement or to the Program as may be posted, from time to time, to PartnerConnect by Polycom, and shall constitute the entire, final, complete and exclusive agreement between you and Polycom regarding the subject hereof and supersedes any and all prior or contemporaneous agreements, understandings, and communication, whether written or oral.

*Any questions concerning this Agreement should be directed to: General Counsel, Polycom, Inc., 6001 America Center Dr., San Jose, California, 95164.*

*-Exhibits 1, 2 and 3 follow this page-*

**Exhibit 1**  
**Glossary of Definitions**

As used in these Terms, the following terms have the meaning ascribed to them, as set forth below:

1. “Certified Partner” or “Specialized Partner” means a Polycom Resale Partner that has achieved Polycom’s then-current Certification or Specialization and has maintained such status by continuing to meet Polycom’s then-current Certification or Specialization requirements.
2. “Certification” or “Specialization” means that the Polycom Resale Partner has met, and continues to meet, Polycom’s minimum requirements relating to technical and sales training, service, demonstration equipment, personnel, and other criteria for specific Polycom products as described in Polycom’s Certification and/or Specialization Program, as may be modified from time to time at Polycom’s sole discretion.
3. “Direct Partner” means a Resale Partner who has a Reseller Agreement with Polycom.
4. “Indirect Partner” means a Resale Partner who does not have a Reseller Agreement with Polycom, but who is enrolled in Polycom’s Channel Partner Program.
5. “Polycom Marks” mean those trademarks, logos, symbols and names identified in Polycom’s Trademark Usage and Style Guidelines, on the PartnerConnect Web site.
6. “Polycom Materials” means technology (including Polycom Products), Support Services, technical, sales and marketing information and resources, training courses and materials, program information and other benefits Polycom offers to Resale Partner under the Program.
7. “PartnerConnect Web site” or “PartnerConnect” means Polycom’s password protected web site for Partners, located at <http://connect.polycom.com>, including all content posted thereto.
8. “Resale Partner” means either a Direct or Indirect Partner who is authorized by Polycom on a non-exclusive basis to resell the Solutions and Support Services (if applicable).
9. “Solutions” or “Polycom Solutions” means Polycom’s products, services and/or a combination of both.
10. “Support Service” means the Polycom maintenance, repair and other authorized services for Polycom products made generally available to Certified Partner/Specialized Partners.
11. “Term” means the period of time when Resale Partner is enrolled in Polycom’s Channel Partner Program.
12. “Territory” means the geographic location(s) where Resale Partner is Certified/Specialized to sell or support Polycom products and/or to provide Support Service for Polycom products as set forth in the Partner’s Polycom record on

salesforce.com. Unless otherwise documented, Certification/Specialization requirements must be met in each country within the Territory.

*-End of Glossary--Exhibit 2 follows this page-*

## Exhibit 2

### **Polycom Partner Policy: Compliance with Global Anti-Corruption Laws**

Polycom is committed to maintaining the highest level of professional and ethical standards in the conduct of its business in all countries in which it operates or otherwise has business connections. It is Polycom's policy to act responsibly in our business dealings and ensure that we fully comply with applicable anti-corruption and other laws.

### **We expect all of our Resale Partners:**

To also operate ethically, transparently and professionally at all times.

To have clear policies that you make known to your own employees, subcontractors and vendors that expressly prohibit any form of bribery or corruption and which require that you maintain accurate and complete company books and records.

To understand that as a Polycom Resale Partner, you are never authorized to promise or offer to pay, or use money or other consideration for any unlawful purposes, including any purpose that would violate applicable anti-bribery and other anti-corruption laws, such as direct or indirect payments, for the purpose of obtaining or retaining business, to or from any person associated with either a commercial or government-affiliated entity, as well as any person who is a candidate for political office, or any political parties or party officials.

To understand that Polycom shall have the right to suspend or terminate its business relationship with you in the event that you fail to comply with this policy.

To promptly report to Polycom any concerns you may have with any Polycom business practices, please dial #1-866-662-6025 or go to the following URL to submit a report to Polycom's Ethics Hotline:

<https://secure.ethicspoint.com/domain/media/en/gui/19119/index.html>.

*-End of Exhibit 2-*

*-Exhibit 3 follows this page-*

**Exhibit 3**  
**Polycom's Gray Market Policy**

**1. Introduction.**

Polycom sells and supports its products on a global basis through authorized resellers and distributors (individually referred to herein as “Resellers” or “Distributors” and collectively as “Polycom Partners”) who distribute and resell Polycom products and services in designated territories and are required to order products from the regional price list applicable to their territory. To the extent permitted by applicable law, this policy applies globally to all Polycom Partners. A resale made outside the parameters of this policy is considered a secondary, grey market resale.

Additionally, Polycom Partners’ acceptance of Program incentive benefits, including but not limited to, the NST Program, is subject to the Polycom Partners’ adherence to this policy.

**2. Responsibilities of Polycom Partner Program Resellers & Distribution Partners**

In connection with the sale of new Polycom products, Polycom Partners are required to follow the sales process outlined below.

**Polycom's Authorized Channel or Distribution Route to Market.**

- a) Distributors may only purchase genuine, new Polycom products for distribution solely to Resellers in the Distributor’s designated territory. On reselling such products, it is the responsibility of the Distributor to verify the purchasing channel partner’s status as a Reseller with Polycom prior to shipping.
- b) Resellers who do not have a direct resale agreement with Polycom are required to purchase genuine, new products solely from Polycom Partners authorized to resell in the Reseller’s designated territory. Please refer to the Polycom Partners listed on [www.polycom.com](http://www.polycom.com) for a Reseller’s designated territory.
- c) Resellers who have a direct reseller agreement can purchase genuine, new products directly from Polycom or from a Polycom Partner in its designated territory.
- d) Resellers are required to resell to end user customers located in the Reseller’s designated territory, except as otherwise permitted per Polycom’s Global Fulfillment Program, or as approved in writing by Polycom on an exception basis, for a specific sales opportunity.
- e) Polycom Partners are required to accurately advertise and market Polycom products for resell in their designated territory.

3. **Polycom's Non-Standard Term Special Pricing Terms.**

On occasion, Polycom may offer one or more Polycom Partner(s) a special price reduction from its standard pricing to meet the prices of a competitor. Polycom communicates such pricing to such Polycom Partners through Polycom's "NST" or Deal Registration Program process described on PartnerConnect.

Polycom Partners are only authorized to use such discounted pricing for the particular sales opportunity identified by the NST or the applicable Deal Registration. Any changes to an NST or Deal Registration are subject to Polycom's written approval, and must be first addressed by the Polycom Partner with their Polycom account representative. By way of example, Polycom Partners are not authorized to purchase more products than specified by the particular Non-Standard Term (NST)/Deal Registration, and then to resell same to an end user customer who is not identified by the NST/Deal Registration.

For the avoidance of doubt, Polycom Partners are free to determine their own resale prices and nothing in this policy prevents a Polycom Partner from offering any discounts at their discretion.

4. **Consequences for Polycom Partners Who Fail to Comply with this Policy.**

Polycom requires that all Polycom Partners act in good faith and follow this policy to ensure that our end user customers receive genuine, new products that are covered by Polycom's warranty (see Section 5 below).

Polycom Partners who resell outside of the parameters of this policy are subject to having their status as a Polycom Partner suspended or terminated, and will assume sole responsibility for any/all costs that may be incurred by an end user customer in connection with their purchase of grey market product.

In addition to the above actions, Polycom retains all others rights remedies available under applicable law and/or contract to address a Polycom Partner's non-compliance matters.

5. **Product Warranty and Support Services.**

Polycom only provides warranty and service support for products that have been purchased from Polycom Partners in accordance with Polycom's channel partner program and this policy. Polycom's product warranty terms can be found at:

[http://supportdocs.polycom.com/PolycomService/support/global/documents/support/others/plcm\\_warranty\\_summary.pdf](http://supportdocs.polycom.com/PolycomService/support/global/documents/support/others/plcm_warranty_summary.pdf).

*-End of Exhibit 3-  
-End of Agreement-*