

## PLANTRONICS PARTNER PROGRAM AGREEMENT

By participating in the Plantronics Partner Program (“Partner Program”), the company or entity submitting the channel partner application (including its Affiliates, “you”, “your” or “Partner”) agrees to be bound by these terms and conditions (“Terms” together with any documents referenced herein, as may be modified, the “Agreement”). If you are accepting this Agreement on behalf of a Partner, you represent and warrant that you have the power and authority to bind such Partner entity to this Agreement. Please print a copy of these Terms for your records. Unless a Plantronics Affiliate is otherwise specified as part of your application, “Plantronics” means Plantronics, Inc., a Delaware corporation, for Partners located in the US, and Plantronics B.V., a Netherlands company, for Partners located anywhere else in the world. 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. **ELIGIBILITY.** Acceptance to the Partner Program, Partner’s assignment to membership levels within the Partner Program, and Partner’s ongoing participation and eligibility, are subject to the sole discretion and approval of Plantronics. You must maintain a current registration profile to stay eligible to participate in the Partner Program. Additional requirements regarding your Partner status and eligibility including qualification for Platinum and Gold membership levels may be updated upon reasonable notice to you by Plantronics including through information made available on the Partner Portal. This Partner Program is non-exclusive.
2. **GOVERNING DOCUMENTS.** The Agreement governs your participation in the Partner Program and in any program offered as part of the Partner Program (“Channel Program”) associated with products or services offered by Plantronics and Plantronics Affiliates (“Products”). Channel Programs may include marketing, incentive, rebate, pricing, and other similar programs. This Agreement does not authorize you to purchase Products directly from Plantronics. Unless you otherwise are informed by Plantronics in writing, this Agreement terminates and supersedes the Plantronics Authorized Reseller Agreement (“ARA”) with respect to enterprise or “B2B” Products, including without limitation Blackwire, Calisto, CS, Savi, EncorePro, SupraPlus, and Entera families of headset Products. If you have signed an ARA, it will survive with respect to consumer or “B2C” product until terminated in accordance with its terms, including without limitation for any Product not specifically identified as a “B2B” Product. This Agreement also supersedes any Plantronics Connect Program terms in place between you and Plantronics as of the date of your acceptance of this Agreement.
3. **PURCHASES.** To the extent permitted by applicable law, Partner may purchase Products only from Plantronics authorized distributors or partners, unless Partner is expressly authorized by Plantronics. Partner is free to unilaterally determine Product resale prices.
4. **PRECEDENCE.** If there are conflicting provisions regarding the interpretation of these Terms with your participation in the Partner Program or participation in a Channel Program, you agree to the following order of precedence: (i) these Terms, (ii) any document incorporated by reference by these Terms, (iii) terms applying to specific Channel Programs, and (iv) any other additional agreement between Partner and Plantronics.
5. **PARTNER PORTAL ACCESS.** Plantronics may provide you, or you may receive access to Partner Program-related websites, tools, and web-based applications (“Partner Portal”). Through the Partner Portal, you may receive access to information, materials, and tools pertaining to Products, Plantronics, Plantronics Affiliates, the Partner Program, and Personal Information (as defined herein) (collectively, the “Information”). Plantronics grants you a limited, non-exclusive, non-transferable, non-sublicensable license, while this Agreement is in effect, to access and use the Partner Portal and Information solely in accordance with this Agreement. You shall use the Information only for the purposes of the Partner Program. In addition to these Terms, your access and use of the Partner Portal are subject to the Plantronics web site usage terms located at <https://www.plantronics.com/us/en/legal/terms/terms-of-use> or the equivalent “Terms of Use” available for your country or region available at [www.plantronics.com](http://www.plantronics.com). Plantronics is not responsible for any errors or delays in transmission that may occur prior to its receipt of a transmission from you. Access to the Partner Portal may be unavailable without notice at certain times.
6. **PARTNER OBLIGATIONS.** Partner will do each of the following:
  - 6.1 meet designated criteria for applicable membership levels in the Partner Program;
  - 6.2 complete training, if any, required for the type and tier of membership level for which Partner is eligible;
  - 6.3 promote Product sales and use;
  - 6.4 promptly and effectively respond to questions and requests from Plantronics, subject to applicable law and confidentiality obligations;
  - 6.5 upon receipt of Products for sale, promptly inspect the Products for damage, defect, or other nonconformance, and, if any of the received Products is damaged, defective, or otherwise nonconforming, Partner shall not offer the product for sale and shall report the problem to the party from which Partner received the Product;
  - 6.6 refrain from repackaging, relabeling, or altering the Products in any manner, including removal or alteration of any UPC code, serial number, or other identifying code on the Products;
  - 6.7 refrain from repairing or refurbishing any Product (Partner acknowledges that the unauthorized repair or refurbishment of a Product will void any limited warranty to the extent the Product has been repaired or refurbished by anyone other than Plantronics);
  - 6.8 refrain from advertising, offering for sale, or selling any of the Products as genuine which in fact are not or falsely or inaccurately representing the features or functionality of any Product;
  - 6.9 provide sales information regarding Products in accordance with the Plantronics Global Partner Data Policy and your applicable membership level, subject to applicable law;
  - 6.10 promptly and in a timely fashion comply with whatever request may be made by Plantronics relating to any law or the modification or recall of any or all item(s) of the Products;
  - 6.11 if you are a Partner located in the United States who is reselling Products to any department, agency, division, or office of the federal, state, or local government(s) of the United States, comply with supplemental terms provided by Plantronics from time to time for U.S. public sector resellers;
  - 6.12 for sales made on online marketplaces, attach and/or reference your offer for sale to pre-existing product information and unique product identifiers maintained and provided by Plantronics and, at

- the request of Plantronics, delete and revise any marketplace listing that is duplicative of content provided by Plantronics or that is incorrect, misleading, or inaccurate;
- 6.13** comply with all terms posted to the Partner Portal regarding any Channel Programs in which you are eligible to participate, including, but not limited to MDF, Deal Registration, Rewards, University, and all other policies and terms applying to participation in the Partner Program (including any specific data reporting requirement contained therein for such Channel Program); and
- 6.14** in addition to the foregoing, Partners who at Platinum and Gold membership levels must: (a) maintain a staff of competent sales personnel who are trained to fully and accurately describe, demonstrate and sell each of the Products including, without limitation, regarding specifications, functionality, warranties and return policies; and (b) maintain a trained and qualified support staff capable of assisting actual and prospective end users with Product support.
- 7. PARTNER LISTING.** Plantronics may make available a partner-locator tool to help the public search for a Plantronics channel partner. You hereby authorize Plantronics to include your profile and information in the partner-locator tool, including your company name, address, telephone number, contact names, web address, membership level, and capability and offerings. You agree to maintain a current profile in the partner-locator tool. You further agree all information provided in your profile is accurate, true, and complete. Plantronics may terminate your participation or remove your profile from the tool if any of the information provided is inaccurate, false, out of date, or incomplete. Plantronics reserves the right to change or discontinue the partner-locator tool at any time.
- 8. 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. Partner will use Plantronics Intellectual Property only as permitted by the Partner Program and the Plantronics Co-Branding Guidelines found at [www.plantronics.com/partners](http://www.plantronics.com/partners). 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 Plantronics, Plantronics Affiliates, and Plantronics's products and services (the "Plantronics Marks"), as well as any Plantronics owned images, are and shall remain the property of Plantronics or the appropriate Plantronics Affiliate. You acknowledge that any provided images and artwork of Plantronics Products or services are copyrighted by Plantronics or Plantronics 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 Plantronics Marks and Plantronics-owned images shall be in conformance with this Agreement and the Plantronics Co-Branding Guidelines found at [www.plantronics.com/partners](http://www.plantronics.com/partners) and must be commercially reasonable as to the size, placement, and other manners of use. All goodwill arising from your use of the Plantronics Marks shall inure solely to the benefit of Plantronics. At Plantronics's request, you will transfer to Plantronics any domains owned by you that incorporate a trademark, or a confusingly similar variation thereof, of Plantronics. You will refrain from questioning or challenging the rights claimed by Plantronics and Plantronics Affiliates in or to Plantronics Intellectual Property or assisting any other(s) in any way in doing so.
- 9. PARTNER PROGRAM ADMINISTRATION.** If you are eligible to participate in a Channel Program, during the term of this Agreement and a period of two years (2) years thereafter you will maintain legible, accurate and complete books and records concerning this Agreement and your activities regarding your participation in the Channel Program. At the end of this retention period, you will appropriately dispose of all records. Upon Plantronics's request, you will cooperate with and assist Plantronics with any audit, review, or investigation ("Review") relating to a Channel Program in accordance with the Plantronics Global Partner Data Reporting Policy available at [www.plantronics.com/partners](http://www.plantronics.com/partners). Failure to cooperate with a Review or provide the information or records requested by Plantronics is a material breach of this Agreement. Plantronics may deny any claim for a Channel Program that it believes, in its sole discretion, does not conform to this Agreement, the Partner Program, or Channel Program terms. Plantronics may, without prior notice, immediately suspend or terminate an order, registration or your participation in the Partner Program or Channel Program if you provide to Plantronics or customers any inaccurate, incomplete, or fraudulent claims or information or if you engage in activities that may cause damage, embarrassment or adverse publicity to Plantronics, or any of its officers, directors or employees. Plantronics' records and systems shall be authoritative and conclusive for purposes of determining your eligibility and Partner Program benefits and for performing any computation under the Partner Program. All decisions made by Plantronics are final.
- 10. TAXES.** Partner will pay all applicable foreign, federal, state, or local taxes, fees, fines, penalties and other similar governmental charges, collected or incurred relating to a Channel Program and the Partner Program, excluding any taxes based on Plantronics' net income. Plantronics may elect to pay applicable taxes on certain amounts paid through Channel Programs. Plantronics and Partner 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.
- 11. CONFIDENTIALITY.**
- 11.1 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 this Agreement, 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 this Agreement, your confidentiality obligations with respect to Personal Information and trade secrets of Plantronics or Plantronics Affiliate shall never expire. You will use Plantronics Confidential Information solely to perform your obligations under the Agreement. These confidentiality obligations do not apply to any Confidential Information that (a) you can demonstrate was in your possession before your receipt from Plantronics; (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 Plantronics reasonable notice in advance. You acknowledge that damages for improper disclosure of Confidential Information may be irreparable and that Plantronics shall be entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies available at

law or in equity

**11.2 Personal Information.** You represent that you have permission from all of the applicable individuals to use and disclose Personal Information and you hereby grant Plantronics permission to use and disclose such Personal Information for the purposes of conducting the Partner Program and any subprogram and in accordance with this Agreement and any applicable laws. As used in this Agreement, 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.

**11.3 Privacy Policy.** Information collected by Plantronics about your business will be treated in accordance with the Plantronics Privacy Policy available at <https://www.plantronics.com/content/plantronics/us/en/legal/privacy> or the equivalent “Privacy Policy” available for each Partner’s country available at [www.plantronics.com](http://www.plantronics.com).

**12. COMPLIANCE.** Partner shall be responsible for its own compliance with laws, regulations and other legal requirements applicable to the conduct of its business and the Agreement. The Products, including any third party software, licensed or sold under this Agreement, and the transactions contemplated by the Partner Program, 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. Further, under U.S. law, the Products shipped under this Agreement may not be sold, leased or otherwise transferred to restricted countries, or used by a restricted end-user or an end-user 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. Partner acknowledges that it is its responsibility to comply with and abide by those laws and regulations, and that any third party that you route Product to directly has also been made aware of the associated export controls. In performing its obligations under this Agreement, Partner must comply strictly with anti-bribery laws applicable in any jurisdiction where Partner does business and with the United States Foreign Corrupt Practices Act, 15 U.S.C. sec. 78dd-1 *et seq.*, UK Bribery Act, and any similar local laws. Partner certifies that it has not offered to pay or authorized any third party to pay or give, and does not and will not offer to pay or authorize any third party to pay or give, any money or any other thing of value, directly or indirectly to any government official or employee; any political party or official or employee thereof; or any candidate for political office, in order to obtain or retain any business, or secure any improper advantage. Partner acknowledges that its breach of this Compliance with Anti-Bribery Laws section is grounds for Plantronics’ immediate termination of this Agreement.

**13. WARRANTY DISCLAIMER. PLANTRONICS MAKES NO WARRANTIES AND SPECIFICALLY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO 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 PLANTRONICS INFORMATION IS PROVIDED “AS IS”.**

**14. INDEMNIFICATION.** To the fullest extent permitted by law, you shall indemnify, defend, and hold harmless Plantronics, Plantronics Affiliates, and their respective successors and assigns from any claim, demand, cause of action, debt, or liability (including reasonable attorney or legal fees, expenses, and court costs) arising from your violation of applicable laws or regulations.

**15. LIMITATION OF LIABILITY. YOU ACKNOWLEDGE THAT YOUR PARTICIPATION IN THE PARTNER PROGRAM IS STRICTLY VOLUNTARY. PLANTRONICS 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, THIS AGREEMENT OR THE INTERPRETATION, BREACH, TERMINATION OR VALIDITY THEREOF. IN NO EVENT SHALL PLANTRONICS BE LIABLE FOR ANY LOSS OF BUSINESS, INCOME, OR PROFITS, OR FOR LOST OR CORRUPTED DATA OR SOFTWARE. IN NO EVENT SHALL PLANTRONICS’S AGGREGATE LIABILITY FOR ALL CLAIMS ARISING FROM, OUT OF, OR RELATING TO THE PARTNER PROGRAM OR THIS AGREEMENT EXCEED \$500.00 (U.S. DOLLARS). THESE LIMITATIONS OF LIABILITY SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN TORT, CONTRACT, OR OTHER THEORIES, AND WHETHER PLANTRONICS KNEW OR SHOULD HAVE KNOWN THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT, THE REMEDIES SET FORTH HEREIN SHALL APPLY EVEN IF SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE. NOTHING IN THIS AGREEMENT IS INTENDED TO EXCLUDE ANY LIABILITY RESULTING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.**

**16. TERMINATION.**

**16.1 Termination.** You may withdraw from the Partner Program at any time by notifying Plantronics in writing. Plantronics may suspend or terminate your participation in the Partner Program, in whole or in part, without prior written notice: (i) for any breach of this Agreement or any other agreement related to your participation in the Partner Program, or (ii) for any attempt to impair the integrity of the Partner Program as determined by Plantronics. In addition, Plantronics, in its sole discretion, may terminate the Agreement or Partner Program in whole or in part, for all participants, or for you alone, without cause, upon ten (10) days’ notice.

**16.2 Effect of Termination.** Upon termination of the Agreement, the license and rights granted hereunder shall terminate completely and Partner shall cease to use Information and Partner Portal and shall promptly return to Plantronics all tangible copies of the Information in its possession. Nothing in this Section shall limit Plantronics’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 this Agreement and Partner warrants that such waiver is irrevocable and enforceable by Plantronics.

**16.3 Termination of Partner Portal Access.** Plantronics has the right to terminate or discontinue access to the Information or Partner Portal, at its convenience, by sending written notice thereof.

**17. MISCELLANEOUS.**

**17.1 Assignment.** You may not assign this Agreement or any of your

rights under the Partner Program or Agreement, 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 the express written consent of Plantronics. To the extent Plantronics consents to such assignment or delegation, this Agreement inures to the benefit of and is binding upon your successors in interest by way of merger, acquisition, or otherwise, and your permitted assigns.

**17.2 Independent Contractors.** You and Plantronics are independent contractors and shall have no authority to bind the other. Neither this Agreement nor your participation in the Partner 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.

**17.3 Dispute Resolution.** If the parties are unable to resolve any claim, controversy or dispute arising from, out of, or relating to the Partner Program or this Agreement (“Dispute”) following notice of the Dispute to the other party, the parties may pursue all courses of action available at law or in equity in their sole discretion.

**17.4 Force Majeure.** Except for payment obligations, neither party will be liable for failure to perform its obligations during any period if performance is delayed or rendered impracticable or impossible due to reasonably unforeseeable circumstances beyond that party’s reasonable control.

**17.5 Governing Law.** You agree that this Agreement, any Dispute arising from, out of, or relating to the Partner Program or this Agreement hereunder will be governed as follows: (a) *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 this Agreement shall be determined in accordance with the laws of the State of California, without regard to its conflicts of laws principles, and such 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; and (b) *for Partners in the European Union, Africa, Asia, and any other country or region not identified in the foregoing subsection (a):* the parties agree that all questions pertaining to the validity and interpretation of this Agreement shall be determined in accordance with the laws of the Netherlands, without regard to its conflicts of laws principles, and the parties hereby agree that proceedings commenced under this Agreement will be settled by a competent court in Amsterdam, the Netherlands.

**17.6 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, claim, or litigation, including any appeal therefrom, the costs of collection and other relief as may be awarded or ordered.

**17.7 Modifications.** Plantronics reserves the right to modify the Partner Program, including, without limitation, eligibility and membership level requirements, Partner Program benefits (including any discounts and pricing), these Terms, and the Agreement, at any time without prior notice. Your continued participation in the Partner Program will constitute your binding acceptance of the changes and your consideration supporting any such modification.

**17.8 Severability.** If any provision herein is void or unenforceable, you and Plantronics agree to delete such provision and agree that the

remainder of the Agreement will continue to be in effect.

**17.9 Waiver.** Plantronics’s failure to enforce your strict performance of any term herein will not constitute a waiver of Plantronics’s right to subsequently enforce such term or any other term of this Agreement.

**17.10 References.** You shall not directly or indirectly issue or release any written publicity, marketing collateral or other public announcement, relating in any way to this Agreement or your participation in the Partner Program, or your relationship with Plantronics, without the prior written approval of Plantronics.

**17.11 Entire Agreement.** This Agreement (including all online terms referenced herein) constitutes the entire agreement between Partner and Plantronics regarding the Partner Program, including but not limited to Channel Programs. Partner expressly disclaims any reliance on statements or representations made by Plantronics that are not embodied in this Agreement or on Plantronics’s prior course of conduct.

**17.12 Notices.** Plantronics may provide notice to Partner under this Agreement by express courier service, fax or e-mail using the information included in Partner’s profile as may be updated from time to time and shall be considered effective or received when received by Partner or in the case of e-mail when transmitted to Partner. Partner will provide all notices by mail or courier to Plantronics, 345 Encinal St., Santa Cruz, CA 95060 USA, Attn: General Counsel and such notice will be effective when received.

**17.13 English Language.** The parties confirm that it is their wish that this Agreement, as well as other documents relating to this Agreement, 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.

**17.14 Electronic Acceptance.** By electronically clicking “I accept” or other similar language, you and Plantronics, Inc., Plantronics BV, or the Plantronics Affiliate designated in your application, as applicable, acknowledge and agree on behalf of the Partner entity that (i) you have read this Agreement, (ii) you are authorized to agree to the terms of this Agreement on behalf of Partner, and (iii) each of the terms and conditions of the Agreement will be binding and enforceable on and against Partner.

[April 5, 2018]