

ARBITRATION TERMS AND CONDITIONS (“Terms”)

(1) Except as provided in these Terms, Plantronics and you agree to exclusively arbitrate **all disputes and claims between us other than those based on any intellectual property right, title or interest whatsoever, including claims of infringement, directly or indirectly related to any and all Plantronics’ products, components of, or materials in Plantronics products.** In all other respects, these Terms pursuant to which you agree to arbitrate disputes are intended to be broadly interpreted. These Terms include, but are not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- claims that arose before these Terms or any prior agreement (including, but not limited to, claims relating to advertising);
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class;
- claims that may arise after termination of these Terms;
- claims challenging the validity of these Terms including, without limitation, those based on unconscionability, duress and fraud.

References to “Plantronics,” “you,” and “us” include our respective subsidiaries, affiliates, agents, employees, predecessors-in-interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or devices under these Terms or prior agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. These Terms do not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf. **You agree that, by agreeing to these Terms (or accepting these Terms by your use of Plantronics products or services), you and Plantronics are each waiving the right to a trial by jury or to participate in a representative or class action in a court of law and any arbitration proceeding.** These Terms evidence a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of these Terms. These arbitration terms shall survive termination of these Terms.

(2) A party who intends to seek arbitration must first send to the other, by certified mail, nationally recognized overnight courier (such as Federal Express), or email (with delivery receipt requested), a written Notice of Dispute (“Notice”). The Notice to Plantronics should be addressed to: (i) General Counsel, Plantronics, 345 Encinal Street, Santa Cruz, CA 95060 if by certified mail or overnight courier, or (ii) General Counsel at general.counsel@plantronics.com if by email (“Notice Address”). The Notice must be submitted within one (1) year of the earlier of (i) the date the claim or dispute actually arose, or (ii) the date you knew, or reasonably should have known, of the basis, grounds, events or circumstances giving rise to the claim or dispute. If Plantronics does not receive the Notice within the one (1) year period required, any right you have to arbitrate your claim or dispute will be null and void and any request to arbitrate or litigate shall be dismissed with prejudice by an arbitrator or court of competent jurisdiction. The Notice must (a) describe the nature and basis of the claim or dispute and the date on which it occurred or you became of aware of it; and (b) set forth the specific relief sought (“Demand”). Otherwise, if you timely submit a Notice but Plantronics and you are unable to reach an agreement to resolve the claim within 30 days after the Notice is received, you or Plantronics may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Plantronics or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Plantronics is entitled. You may download or copy a form Notice and a form to initiate arbitration at <http://www.plantronics.com/us/terms/arbitration-forms/>.

(3) If you choose to initiate arbitration, you are responsible for paying your portion of the filing fee which is currently \$125 for claims under \$10,000 but is subject to change by the arbitration provider. If you are financially unable to pay this fee, you may request Plantronics pay the initial filing fee on your behalf by written request at the Notice Address. If you are determined to be the prevailing party in arbitration, the amount of the filing fee will be deducted by the arbitrator from any amounts awarded to you. If Plantronics is determined to be the prevailing party, such amount will be due and payable to Plantronics along with any other amounts

awarded by the arbitrator. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms, and will be administered by the AAA. The AAA Rules are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. (You may obtain information that is designed for non-lawyers about the arbitration process at <http://www.plantronics.com/us/terms/arbitration-information/>.) The arbitrator is bound by these Terms. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of these Terms and intellectual property matters as indicated above are for the court to decide. Unless Plantronics and you agree otherwise, any arbitration hearings for claims of \$10,000 or less, will be conducted solely on the basis of (i) documents submitted to the arbitrator, or (ii) through a telephonic hearing. If your claim exceeds \$10,000, the right to an in-person hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided for herein, the parties will initially split the cost of all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse Plantronics for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules.

(4) The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees and expenses, including reasonable attorneys' fees and costs, at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits. If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues an award to you, the arbitrator may include in the award reimbursement of all or a portion of those fees and expenses which you directly incurred in connection with the pursuit of your claim as the arbitrator deems appropriate, including reasonable attorneys' fees and expenses, and Plantronics shall pay such award, subject to any rights to appeal Plantronics may pursue in accordance with applicable law or the AAA Rules. If, after finding in Plantronics' favor in any respect on the merits of your claim, the arbitrator issues an award to Plantronics, the arbitrator may include in the award reimbursement of all or a portion of those fees and expenses which Plantronics directly incurred in connection with your claim as the arbitrator deems appropriate, including reasonable attorneys' fees and expenses, and you shall pay such award, subject to any rights to appeal you may pursue in accordance with applicable law or the AAA Rules.

(5) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND PLANTRONICS AGREE THAT NEITHER PARTY WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS, OR ARBITRATE ANY CLAIM OR DISPUTE AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.** If this specific provision is found to be unenforceable, then the entirety of these Terms shall be null and void.

(6) If Plantronics makes any future change(s) to these Terms (other than a change to the Notice Address) during any period of time in which you are entitled to receive or actually do receive services from Plantronics or its partners, agents or representatives related in any way to the Plantronics product(s) (or components or ancillary devices related thereto) including, without limitation, support or maintenance services, you may reject any such change by sending Plantronics written notice within 30 days of the change to the Notice Address above. By rejecting any such change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of these Terms. Otherwise, if you are or were not entitled to receive such services or did not actually received such services, we agree that the arbitration provisions in effect on the date of your acquisition of the Plantronics product(s) will control all disputes and claims under these Terms.