

Plantronics Manager and Plantronics Manager Pro Supplemental Services Terms (“PMP Terms”)

Date of Last Revision: July 20, 2016

Plantronics Manager and Manager Pro Description

Plantronics Manager and Plantronics Manager Pro are web-based services principally intended for use by IT staffs to monitor, manage, and maintain their audio device environments and to gain insights, simplify headset adoption, and troubleshoot and respond to individual user needs. Plantronics Manager and Plantronics Manager Pro are cloud-based services of an expanding series of services Plantronics hopes to offer in the future, each subject to the [Plantronics Terms of Service](#), these PMP Terms and such additional documents and policies applicable to Plantronics software-as-a-service generally.

Supplementing the Plantronics Terms of Service

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

Plantronics Manager and Plantronics Manager Pro and the data set(s) and information available via each are offered by Plantronics through a variety of approved distributors and resellers to end customers such as yourself. By submitting an order or by submitting an entitlement request (“**Entitlement Request**”) for all or a portion of the Services, you are agreeing to the Plantronics Terms of Service, these PMP Terms, and each of the additional policies referenced in these PMP 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, Plantronics may periodically revise, rescind or otherwise modify all or any portion of the Website Terms, including these PMP Terms, at any time without notice to you. If Plantronics does so, you may again be asked to review and accept all or a portion of the Website Terms when you log-in. However, Plantronics 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 Orders; Verification; Non-Refundable

To obtain credentials to access the Website and a subscription for all or any portion of the Services you desire, you will submit an “Entitlement Request” through a reseller acceptable to Plantronics. The Entitlement Request will identify the specific Services to which you are subscribing and specify additional

details regarding your subscription including price, payment terms, subscription period and other similar terms. Plantronics is not a party to the Entitlement Request between you and your reseller. However, upon Plantronics' acceptance of a corresponding purchase order or similar order form from a Plantronics approved distributor through whom your resellers submits a subscription request, Plantronics agrees to provide the Services for which you have subscribed through such distributor. Plantronics does not have any obligation to provide any Services to you unless and until it has received and accepted the corresponding order from the distributor. Additionally, neither a reseller nor distributor are authorized to make any changes to the Website Terms or bind Plantronics to any additional or different terms or conditions.

Once accepted by Plantronics, your subscription to the Services cannot be cancelled except as otherwise specifically set forth in these PMP Terms. All subscription fees are non-refundable.

You agree that Plantronics or its authorized representatives may remotely review your use of the Services, and upon Plantronics written request you will provide reasonable assistance to verify your compliance with the Website Terms. If Plantronics determines you have exceeded your permitted use of the Services, Plantronics will notify you and within 30 days thereafter you will either: (i) disable any unpermitted use or (ii) purchase additional subscriptions commensurate with your actual use. If you fail to regain compliance within the 30 day period or fail to make any required payment(s) to Plantronics or your reseller, Plantronics may limit, suspend and/or terminate your access and/or use of the Website or all or any portion of the Services in addition to any other rights or remedies Plantronics may have.

Subscription Rights and Restrictions

Subject to these PMP Terms, you are authorized and licensed to access and use only those Services for which you have subscribed under the accepted Entitlement Request and only for the time period set forth in the Entitled Request. 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 Plantronics 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 Plantronics;
- 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 Plantronics or third party data, software or network (other than your instance of the Services according to the Website Terms).

Plantronics Hub

Plantronics Hub is a specific software application necessary for Plantronics Manager and Plantronics Manager Pro to report all or certain portions of the headset data, including text, sound characteristics, files, software and other information (collectively, “**Data**”), collected and transported to the third party servers accessible via the Website. It is typically installed on ancillary computer desktop, laptop, tablet, smartphone and other similar devices as a standalone application or “client.” Plantronics Hub is licensed, not sold, to users generally without charge or royalty. It comes with an end user license agreement (“**EULA**”) which must be read and accepted during the installation process. A copy of the EULA is also available for review [here](#).

Technical Support

Plantronics Manager and Plantronics Manager Pro and the data set(s) and information available via each are offered by Plantronics through a variety of approved distributors and resellers to end customers such as yourself. You must obtain support through the Plantronics Authorized Reseller from whom you purchased the service.

Support for the Plantronics Hub Software is provided directly by Plantronics.

Intellectual Property

As between you and Plantronics, 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 Plantronics 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 Plantronics may collect, use and disclose quantitative data derived from the use of the Services for industry analysis, benchmarking, analytics, marketing, and other business purposes. Plantronics agrees that all Data collected, used, and disclosed will be in aggregate form only and will not identify you or your users.

In addition, as between you and Plantronics, Plantronics 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, Plantronics reserves all rights in the Website and Services and does not grant you any rights, express or implied or by estoppel.

Service Level Agreement; Limited Warranty

Plantronics Manager and Plantronics Manager Pro are provided subject to certain service level commitments by Plantronics. Those commitments are spelled out in the Plantronics Manager and Plantronics Manager Pro Service Level Agreement (“**SLA**”) which is incorporated into these PMP Terms. The SLA describes Plantronics’ policies regarding our commitments around Website access, Service uptime, maintenance and upgrades. Please review the SLA carefully.

Plantronics warrants that during the term stated in each Entitlement Request you submit and Plantronics accepts, you can access the Website and obtain the Services for which you have subscribed and the Services

will materially conform to Plantronics' then-current published specifications. If you cannot access the Website or obtain the Services according to the published specifications as a result of a failure of Plantronics or its suppliers after you have informed the reseller and/or distributor through whom you subscribed for the Services and provided them with a reasonable opportunity to resolve the non-compliance, you may submit a warranty claim to Plantronics. If you choose to submit a warranty claim to Plantronics, you must submit the claim (1) referencing this section of the PMP Terms; and (2) requesting Plantronics resolve the non-conformity. If the non-conformity continues to persist without relief for more than 30 days after your written submission to Plantronics, you may notify your reseller of your termination of your subscription and request that your reseller refund the remaining prepaid subscription fees from the date you submitted your warranty claim through the end of the subscription term under your applicable Entitlement Request. This warranty will not apply to any non-conformity resulting from a modification of or defect in the Services made or caused by anyone other than Plantronics or anyone acting at Plantronics' direction. THIS SECTION STATES YOUR EXCLUSIVE RIGHTS AND REMEDIES (AND PLANTRONICS' SOLE LIABILITY) IN CONNECTION WITH THIS WARRANTY.

WARRANTIES DISCLAIMER. EXCEPT AS EXPRESSLY STATED IN THESE PMP TERMS, TO THE MAXIMUM EXTENT ALLOWED BY LAW, PLANTRONICS 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, PLANTRONICS 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

During the term of your Plantronics Manager or Plantronics Manager Pro subscription, you will have the ability to access the Website as well as review and extract your Data stored in the all or the portion of the subscribed Services in a standard database export format. Except for free trials or other similar promotions for which Plantronics makes no commitments regarding Data retention, Plantronics will retain your Data as stored in your account for at least 30 days after expiration or termination of your subscription during which you may access the Website solely for the purpose of extracting the Data. Within a reasonably practicable period of time after the 30 day post-termination period ends, Plantronics will disable your account and use reasonable commercial efforts to delete and/or destroy your Data, and issue a Certificate of Destruction to you. Plantronics has no liability for deletion of your Data according to the terms of this section.

Data Privacy

The Plantronics [Privacy Policy](#) applicable to Plantronics Manager and Plantronics Manager Pro is incorporated into these PMP Terms and describes Plantronics' policies regarding our respective rights and obligations in and to your Data. This policy differs from [Plantronics Privacy Policy](#) generally in that it supplements the Plantronics Privacy Policy specifically for Plantronics Manager and Plantronics Manager Pro. Please review the policy carefully.

Data Security

The Plantronics Manager and Plantronics Manager Pro [Security Policy](#) is incorporated into these PMP Terms and describes Plantronics' policies regarding the security measures we take for the Website and concerning your Data. Please also review this policy carefully.

Indemnification

Subject to the exclusions set forth below, Plantronics will: (i) defend you and your officers, directors and employees against any third party suit, claim, action or demand (each, a “**Claim**”) to the extent alleging that the Services used according to the Website Terms infringe any third party patent, copyright or trademark, or misappropriates any third party trade secret; and (ii) pay any court-ordered award of damages or settlement amount to the extent arising from any such Claims. If any portion of the Services becomes the subject of a Claim under this Section, Plantronics may: (a) contest the Claim; (b) obtain permission from the claimant for your continued use of the Services; (c) replace or modify the Services to avoid infringement, if such replacement or modification has substantially the same capabilities as the Services; or, if the foregoing (a), (b), and (c) are not available on commercially reasonable terms in Plantronics' judgment, then (d) terminate your use of the affected Services upon 60 days' written notice, whereupon you may submit a refund request to your reseller for the remaining prepaid subscription fees through the end of the subscription term in your Entitlement Request.

However, Plantronics will have no obligation or liability for any Claim under this section arising in whole or in part from: (1) any use of the Services exceeding the authorized use permitted under the Website Terms or not in accordance with Plantronics published specifications for the Services; (2) your Data; (3) your use of the Services in violation of applicable law; (4) use of the affected Services after termination according to clause (d) of the preceding paragraph of this Section; (5) modifications to the Services made to your specifications or otherwise made by anyone other than Plantronics or someone acting at Plantronics' direction if the Claim would have been avoided but for the use of the unmodified Services; or (6) use of the Services in combination with any hardware, software, application or service not provided by Plantronics, if the Claim would have been avoided but for the combination.

You agree to: (i) defend Plantronics, its officers, directors and employees against any Claim alleging that: (A) your Data, or (B) a modification to the Services made to your specifications or otherwise made by or on your behalf, infringes any patent, copyright or trademark, misappropriates any third party trade secret, or violates any third party privacy rights; and (ii) pay any court-ordered award of damages or settlement amount to the extent arising from such Claim.

All of the foregoing indemnity obligations of the parties are conditioned on the party requesting indemnification notifying the other party promptly in writing of any actual or threatened Claim, the party requesting indemnification giving the other party sole control of the defense of the Claim and any related settlement negotiations, and the party requesting indemnification cooperating and, at the other party's request and expense, assisting in such defense. THIS SECTION STATES EACH PARTY'S ENTIRE LIABILITY AND THE OTHER'S EXCLUSIVE REMEDY FOR CLAIMS.