

Polycom[®] Partner Premier Service Program

Polycom's Partner Premier Service Program provides Service Partners with technical telephone support, advance parts replacement, software upgrades & updates, and access to Polycom's enhanced support portal.

A. Technical Telephone Support

I. Availability and Operation

Polycom will make available technical telephone support during business hours (9 am to 5 pm, 5 days a week excluding recognized government holidays) for Polycom products covered by the Partner Premier Service Program to an unlimited number of designated technical representative(s) contacts from the Service Partner's organization (the "Service Partner's Contact(s)"). Polycom support engineers will remotely provide assistance in diagnosing, configuring, and troubleshooting Polycom products covered by the Partner Premier Service Program. This support will be made available through regional phone numbers, and in select local languages. Polycom will make such phone number and local language information available on the Polycom Support Portal site: <http://support.polycom.com>.

All Service Partner's Contacts must meet the following criteria:

- a) Each Service Partner's Contact must complete Polycom training from a Polycom certified instructor and have passed the CVE core exam.
- b) Support calls to Polycom must originate from the Service Partner's centralized help desk location.

II. Priority Management

Polycom will classify a reported Service Partner problem based on the following methodology:

End User Customer Impact Summary

Priority Level 1	A condition exists that cannot be circumvented or avoided by a workaround or "fix" that results in a critical impact to the business operations due to the system being severely degraded or non-functioning.
Priority Level 2	A condition exists where the product is partially inoperative where some major functions are not working and although there is a significant impact on the customer business, the product is usable to perform basic functions.
Priority Level 3	A condition exists where the system is usable by the customer either by means of circumvention or with limited functions. The condition is not critical to overall customer operations and does not severely restrict such operations.

III. Escalation Management

Polycom has established formal escalation procedures to resolve complex Service Partner problems. Polycom's support management team coordinates the escalation of problems through tiers of technical expertise, rapidly engaging the right specialists throughout Polycom. In addition, Polycom will execute internal notifications to alert Polycom's service management when Service Partner support cases age past established thresholds.

IV. Response Objective

Polycom technical telephone support response objectives are managed by the Priority Level of the reported problem. Polycom's response objective is defined as the duration of time between when a Service Partner contacts Polycom to report a problem, and when a Polycom support engineer is in contact with the Service Partner and begins the troubleshooting process.

<i>Polycom's Technical Telephone Support Response Objective*</i>	
Priority Level 1	30 minutes
Priority Level 2	1 hour
Priority Level 3	2 hours

**Partner Premier counts time within business hours towards response objective. These are objectives and not guarantees.*

B. Advance Parts Replacement

I. Availability and Operation

Polycom will provide advance replacement for any failed hardware component covered under this agreement. Upon Service Partner's request, the replacement part will be shipped by Polycom (Monday through Friday) to the location designated by the Service Partner for advance replacement using an expedited carrier service. Polycom will endeavor to process replacement part orders same-day in order to meet local carrier pick-up schedules, provided the Service request is received during Polycom's PPM and prior to 3:00 p.m. local time at the Polycom Regional Service Center and that Service Partner complies with shipping instructions provided by Polycom. Unless otherwise determined by Polycom, Parts will not be replaced solely to provide Upgrades, or other engineering modifications. For products covered by the Partner Premier Service Program, Polycom pays shipping and insurance charges for the replacement part, excluding duties, customs fees or taxes which will be the responsibility of the Service Partner. In certain countries, customs delays may affect actual delivery time of replacement parts to the Service Partner facility, and Service Partner may be required to act as the Importer of Record. Polycom will publish a list of location specific advance parts replacement timeframes and shipping terms on the Polycom Support Portal: <http://support.polycom.com>.

II. Replacement Parts

Replacement parts supplied by Polycom will be either new parts or parts equivalent in performance to new parts when used with the Polycom Product, and are warranted for ninety (90) days from shipment. Parts removed from Polycom Products for replacement will become the property of Polycom, and must be received back to the local Polycom service facility (to the location listed on the pre-addressed return package provided by Polycom, if applicable) within ten (10) business days of receipt of the replacement part, or Service Partner will be invoiced at Polycom's then-current list price for the product or component, as published in Polycom's price book.

C. Software Upgrades and Updates

- i. For products covered by the Partner Premier Service Program, Polycom will make available system software updates and upgrades at no additional charge, for delivery to the licensed end user customer of the registered Product. Polycom will post all generally available software on the Polycom Support Portal: <http://support.polycom.com>
- ii. "Upgrade" means new releases of the software which contains enhancements improving the functionality or capabilities of the software.
- iii. "Update" means software for which Polycom has provided fixes or minor revisions to correct errors or defects in the existing operation of the software in accordance with the published product specifications, and which is limited to those updates that Polycom generally provides to its support services customers at no charge. Updates are provided on a *fix on fail* basis. That is, to obtain an available Update the Service Partner must call Polycom to report a specific end user customer Product failure (identified by Product serial number) exhibiting a problem, which the Update corrects. Polycom will configure the Update according to the Software record of the registered Product. *Updates* do not include Upgrades or Software Options which are charged for separately.

- iv. **“Software Options”** means optional functionality or features of the Software that may be selected at the time of purchase and for which Polycom charges separately. In no event, shall Software Options be provided at no charge under this Program. Service Partner may purchase licenses for Software Options as set forth in Polycom’s then currently published Price List.

D. Polycom Support Portal

- I. Polycom will provide 24x7 Service Partner access to <http://support.polycom.com>. This enhanced support portal will include the following functionality for Service Partner accounts:
- a. User friendly product registration
 - b. Product licensing lookup
 - c. Knowledgebase searches
 - d. Downloading latest product documents and software
 - e. Creating on-line service requests and checking status
 - f. RMA status check and delivery tracking information

E. Service Partner Responsibilities

- I. Service Partner is responsible for delivery of all support services to which its end users have under contract. This includes but is not limited to telephone support, on-site labor, parts replacement, Software Updates and Upgrades, and training.
- a. All Service Partner technical personnel must have completed Polycom training for those Products which they service. As a minimum, all personnel who are required to service Polycom Products (except Voice Products) must become a Certified Videoconferencing Engineer (CVE).
 - b. Service Partner technical personnel and completed Polycom Product training must be listed on the Service Partner Profile form.
- II. Service Partner may choose to purchase a level of Polycom spares based on specific end user requirements.
- III. Service Partners in the U.S. will return all failed parts to Polycom at Polycom’s expense, in accordance with shipping instructions provided by Polycom, within five (5) business days of Polycom’s shipment of a replacement part. Service Partners outside the U.S. will return failed parts in ten (10) business days. If Polycom does not receive the failed part within the return intervals specified above, Polycom will invoice Service Partner for the unreturned failed part at Polycom’s then current purchase price for a new part. Polycom will not accept parts beyond the required return interval. No more than 8% of the total parts returned for exchange by the Service Partner may be *No Trouble Found* parts as determined by Polycom. Any *No Trouble Found* parts returned over the 8% limit shall be billable to the Service Partner at Polycom’s then current published individual parts price for 24 Hour Emergency Repair. Polycom will calculate the percent of *No Trouble Found* parts by dividing the total number of *No Trouble Found* parts by the total number of parts returned by the Service Provider for repair within a calendar year. Replacement parts will be either new parts or parts equivalent in performance to new parts when used with the Polycom Products. Parts returned to Polycom will become the property of Polycom.
- IV. Service Partner must, within a reasonable time, register all Polycom products that are covered by the Partner Premier Service Program.
- V. Service Partner must provide the contact information for Service Partner’s designated technical representative(s) to assist Polycom with the initial classification of a reported problem and subsequent troubleshooting steps.
- VI. Service Partner is responsible for installation of all replacement parts provided by Polycom as part of the Partner Premier Service Program.
- VII. Service Partner is responsible for installing any software upgrades or updates that are made available to the Service Partner for products covered by the Partner Premier Service Program.
- VIII. Service Partner must notify Polycom of any changes made to the Polycom products if such changes were made using hardware or software purchased from a vendor other than Polycom.

Polycom Service Description

- IX. Service Partner is responsible for replacing, at its own expense, any and all consumable items used in connection with the covered Polycom Product, including without limitation, bulbs and batteries.
- X. Service Partner will have the continuing obligation to keep all Polycom Products under the Partner Premier Service Program at either the then-current Software version or previous major Software version release
- XI. It is strongly recommended that the Service Partner proactively provide Polycom technical support staff with remote access to all products covered by the Partner Premier Service Program. Such remote access allows Polycom to restore functionality for the Service Partner's Polycom solution in the shortest time possible.

Partner Premier Service Offering Summary

	Telephone Support (24x7)	Telephone Support (business hours)	Advance Parts Replacement	Software Upgrades and Updates	Access to Online Support Tools
Partner Premier		✓	✓	✓	✓

Terms and Conditions

This Service Description is subject to the terms and conditions of the Reseller Agreement between Polycom and the Service Partner. In the event of a conflict between the terms of this Service Description and the Reseller Agreement between Polycom and the Service Partner, This Service Description will apply, solely with respect to those Services for which this Service Description has been purchased.