Service Description

SUMMARY

Poly's Partner Branded Premier Software Support provides Certified Partners ("Partner") with technical telephone support, Software Upgrades and Updates, and access to Polycom's support portal (the "Service"). Partner Branded Premier Software Support is available through two service offerings: 8x5 and 24x7.

PARTNER COMMITMENTS

The Partner will:

1. Be responsible for delivery of all support services to its Customers. This includes but is not limited to telephone support, on-site labor, parts replacement, Software Updates and Upgrades, and training.
2. Ensure all its technical personnel must have completed Poly training for those Poly Products which they service. At a minimum, all personnel who are required to service Poly Products (except voice products) must become a Certified Videoconferencing Engineer.
3. List all Partner technical personnel who completed Poly Product training on the Partner profile form.
4. Be responsible for operating and managing its systems, and to perform Tier 1 activities. Poly-trained Partner personnel should be on site to provide Tier 1 diagnostics, maintenance and administration. Tier 1 activities including but are not limited to the following:
   a. Monitoring, maintaining, administering, and troubleshooting defects that occur with the Poly Products;
   b. Operating the system 24x7 and be available for on call or onsite assistance 24x7;
   c. Performing system administration including adds, changes and other updates to the licensed Software configuration that are authorized in writing by Poly;
   d. Performing system backups and restorations including creating local system backups of the licensed Software on various media as required;
   e. Monitoring system alarms;
   f. Performing system diagnostics and taking corrective action as necessary;
   g. Being fully capable of using network monitoring test equipment and providing traces of such events to Poly Tier 2 support personnel when requested;
   h. Maintaining various maintenance logs;
   i. Isolating system defects (Poly Products and licensed Software); and
   j. Escalating defects to Poly Tier 2 as necessary.
5. Be responsible for installing any Software Upgrades or Updates that are made available to the Customer for Poly Products covered by this Service.
6. Be responsible for all maintenance and repair on Customer-provided servers.

SERVICE ELEMENTS

Technical Telephone Support

Poly will provide technical telephone support Monday through Friday 9am to 5pm excluding recognized government holidays for Poly Products covered by this Service to an unlimited number of the Partner's designated technical representatives. Poly support engineers will provide remote assistance in diagnosing, configuring, and troubleshooting Poly Products covered by this Service. This support will be made available through regional phone numbers and in select local languages. Poly provides phone number and local language information at http://support.polycom.com.

PARTNER BRANDED PREMIER SOFTWARE SUPPORT
Priority Management
Poly will classify a reported Partner problem based on the following methodology:

	End User Customer Impact Summary
Critical Defect	The system is inoperable, causing a complete loss of service in a production environment. No workaround or recovery is immediately available.
Major Defect	A major system function is not operating according to specifications, resulting in a loss of service and no workaround is immediately available. The use of a feature is restricted but the system is not completely inoperable.
Minor Defect	A minor inconvenience occurs but does not significantly impact operation of the system. Some functional restrictions exist, but there is no critical or severe impact on operations.
Questions & Cosmetic Issues	Technical questions regarding covered Poly Product features, functionality or operation. An anomaly exists that does not impact system operation.
Request for Enhancement (RFE)	An enhancement that is not available and/or cannot be configured in the existing licensed Software and, therefore, requires future development at Poly's discretion. This does not include Critical or Major Defects that impact the system's operation

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

Response Objectives
Poly will respond (as set forth below) to and use commercially reasonable efforts to provide a fix or a workaround, if Poly determines that such workaround would be an adequate response. In the case of workaround for a Critical or Major Defect, Poly will use commercially reasonable efforts to provide a fix within the next release.

	Poly's Technical Telephone Support Response Objective
Critical Defect	A Poly technical support representative will use commercially reasonable efforts to respond to the Customer within fifteen (15) minutes of the reported defect. Resources will remain allocated until an emergency fix or workaround is developed and available to the Customer. The objective will be to provide a workaround solution until a fix is available. The Customer will receive, at a minimum, a daily report on the status of the resolution until the Customer has resumed normal business activities. More frequent status reviews may be scheduled if required by the Customer or situation.
Major Defect	A Poly technical support representative will respond to the Customer within thirty (30) minutes of the reported defect. If escalation is required, then an engineer will be assigned to the defect within six hours. The objective will be to provide a workaround solution as soon as possible with a final solution or fix as soon as possible after that. The Customer will receive a report on the status of the resolution every one to two days or as deemed necessary. If a workaround exists and the resolution is to be deferred to the next release of licensed Software, this will be reported to the Customer and no further status reporting on this item will occur unless there are changes to the release schedule.
Minor Defect	A Poly technical support representative will respond to the Customer within four (4) hours of the reported defect. A Minor Defect will be reviewed within ten (10) days, and if a licensed Software or equipment fix is required to resolve the defect, then the issue will be assessed for inclusion in the next general release.
Questions & Cosmetic Issues	A Poly technical support representative will respond to the Customer within eight (8) hours of the reported Defect or question. Anomalies with the system, such as misspellings, will be reviewed for inclusion in a future release.
RFE	Requests for enhancements will be forwarded to Poly sales and marketing for review. RFEs will be reviewed and discussed with the Customer on a periodic basis, as determined by the Customer and Poly. Poly shall have no obligation to develop enhancements.

PARTNER BRANDED PREMIER SOFTWARE SUPPORT

Response Objective timeframes are calculated within business hours (e.g., A major defect problem reported at 5pm will be responded to by a Poly support engineer by 8:30am the following morning (excluding holidays). Response Objectives are Poly targets for service responsiveness but are not commitments or service level agreements.

Polycom Support Portal

Poly will provide 24x7 Partner access to http://support.polycom.com. This support portal will include the following functionality for Partner accounts:

- User friendly Product registration
- Product licensing lookup
- Knowledgebase searches
- Downloading latest Product documents and software
- Creating on-line service requests and checking status

Partner Branded Premier 24x7 Software Support (Optional)

The 24x7 option enhances Poly's Partner Branded Premier Software Service by providing technical telephone support 24x7 for Poly Products covered by this Service. Poly support engineers will provide remote assistance in diagnosing, configuring, and troubleshooting Poly Products covered by this Service. This support will be made available through regional phone numbers and in select local languages. Poly provides phone number and local language information at http://support.polycom.com.

SECURITY MANAGEMENT

Polycom's Information Security Management System ("ISMS") is ISO 27001 certified; the certificate is available at http://www.coalfireiso.com/Certificates/Polycom-ISO-27001-Certificate-Award_3-24-2017.pdf In order to prevent security incidents and detect vulnerabilities, Poly uses Security by Design (products are hardened and network ports are only allowed as necessary) and Privacy by Design (access is only allowed via least privileged and need-to-know methodologies and data is encrypted in transport and at rest as needed) principles. When anomalies are identified, they are promptly investigated to determine if a security or privacy incident has occurred. In the event that an incident is identified that affects the delivery of the Services or the confidentiality, integrity, or availability of Customer data, the Customer will be notified in a timely fashion. Self-service information may exist on the Polycom support portal at https://support.polycom.com/content/support/security-center.html. Privacy and GDPR information are available at https://www.polycom.com/company/privacy.html.

TERMS AND CONDITIONS

This Service Description is subject to the Polycom Service Terms and Conditions for Resellers at: http://www.polycom.com/products-services/services/services-terms-and-conditions-resellers.html
In the event of a conflict between the terms of this Service Description and the Polycom Service Terms and Conditions for Resellers, the Polycom Service Terms and Conditions for Resellers will apply.

All capitalized terms used and not otherwise defined herein, excluding proper nouns and other grammatically required capitalization, shall have the meaning set forth in the Polycom Glossary located at: http://www.polycom.com/content/dam/polycom/common/documents/guides/polycom-glossary-of-terminology-and-abbreviations-guide-enus.pdf

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