

Westcon™

Cloud Solutions

CLOUD SERVICES RESELLER AGREEMENT SPECIAL ADDENDUM: GOLDSEAL VIDEO AS A SERVICE

By clicking the “I HAVE READ AND ACCEPT THE TERMS OF AGREEMENT” checkbox displayed below, you (“you” or “CSR”) acknowledge and agree to abide by the terms and conditions contained in this special addendum (“Addendum”) regarding the resale of the GoldSeal Video-as-a-Service (“VaaS”) defined below which is provided by Westcon powered by Polycom, Inc. (“Polycom”) and sold to you by Westcon Group North America, Inc. (“Distributor”), including any of its affiliates and subsidiaries. Any prior terms and conditions of sale or agreements currently in effect between CSR and Distributor, except for any previous Special Addendum for GoldSeal VaaS (the “Services”) which is hereby replaced by this Addendum, including the Cloud Services Reseller Agreement (the “Agreement”) are incorporated herein by reference and remain in full force and effect. Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement. In the event of any conflict between this Addendum and any prior terms and conditions of sale, this Addendum shall prevail. This Addendum is in addition to and does not replace or modify any Documentation provided in connection with the Services. This Addendum shall be deemed effective once you have clicked the checkbox confirming your agreement to the Terms of Agreement. The CSR and Distributor hereby agree as follows:

1. SCOPE AND APPOINTMENT

- 1.1. This Addendum sets forth the terms for CSR’s marketing and resale solely of the GoldSeal VaaS as described in Section 2 VIDEO MEETING SERVICES.

1.2 Limitations

- 1.2.1 The following limitations apply to CSR’s appointment as a reseller for the GoldSeal VaaS:
- a) CSR shall not delegate its appointment or knowingly purchase and resell the Services directly or indirectly to delivery destinations outside the Territory (as set out in Exhibit A) without Distributor’s written consent;
 - b) CSR shall not sell, license, or distribute the Services to other distributors or to other resellers; and
 - c) This Agreement is not, and shall not be construed as, any type of manufacturer’s letter of supply of the Services to be sold under any government contracts held by CSR.

2. VIDEO MEETING SERVICES TERMS

- 2.1 CSR shall market and sell the Services to end user customers (“End User Customer”) pursuant to a POLYCOM INC VIDEO-AS-A-SERVICE TERMS OF SERVICE agreement (“VaaS Terms of Service”) (sample attached hereto in Exhibit C). The VaaS Terms of Service will be displayed by Polycom at End-User Customer’s Video Meeting Services Internet portals during End-User Customer’s initial login. The VaaS Terms of Service shall be made available by Polycom through the End-User Customer portals at all times. CSR shall take no action to remove or block access to the VaaS Terms of Service.
- 2.2 Access to the Services will be conditioned on the End User Customer’s “click to agree” or other appropriate online agreement to the VaaS Terms of Service.
- 2.3 CSR shall cooperate with Distributor at Distributor’s request, to effect any changes to the VaaS Terms of Service (including without limitation any referenced Privacy or other policies incorporated therein) as applied to then-existing End User Customers. In the event of any material changes to the VaaS Terms of Service (or any referenced Privacy or other policies incorporated therein), CSR shall take reasonable steps to notify all of CSR’s End User Customers of the change to the VaaS Terms of Service.
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3. SUPPORT

Distributor shall provide the Services and support set forth in the Service Description: GoldSeal VaaS ("Service Description") attached as Exhibit D. Distributor shall provide all direct support to CSR's End-User Customers, per the Service Description. CSR WILL NOT, AND WILL TAKE ALL MEASURES NECESSARY TO ENSURE THAT CSRS' EMPLOYEES DO NOT MAKE OR PASS THROUGH ANY VIDEO MEETING SERVICES WARRANTY ON BEHALF OF POLYCOM OR ITS SUPPLIERS TO ANY CUSTOMER, AFFILIATE, OR OTHER THIRD PARTY.

4. ORDERING, INVOICING AND PAYMENT

4.1 Ordering Requirements

- 4.1.1 A purchase order is required to be issued by CSR for each End-User Customer in order for Distributor to issue monthly invoices for the Services. Each monthly invoice will make reference to CSR PO specific to that End-User Customer purchase order number in the PO field. The Services will be billed against the purchase order as incurred for each CSR End User Customer PO.
- 4.1.2 Distributor shall order the Services for each Customer (hereafter "Customer Orders") through the GoldSeal VaaS Partner Portal. CSR shall provide the information set forth in Exhibit B for such Customer Orders.
- 4.1.3 Customer Orders shall be subject to the terms and conditions of this Agreement, and the Parties agree that any inconsistent or additional terms provided by CSR on any Customer Order shall have no force and effect.
- 4.1.4 All Customer Orders are subject to Distributor and Polycom's acceptance and shall be of no effect absent such acceptance. Distributor may signify its acceptance of Customer Orders either in writing or by performance.

4.2. Monthly Service Billing Reports and Invoicing for Services

- 4.2.1 The Services provided are reflected in a billing detail report(s), which is followed by the aggregated CSR invoice(s). Distributor may, subject to providing CSR with fifteen (15) days advanced written notice and opportunity to cure, suspend or terminate all or part of these Services for nonpayment for any Services received by CSR.
- 4.2.2 Distributor shall provide CSR the billing detail report for the current months service plan(s) as well as the previous month's prorated charges (when applicable). CSR should review the billing detail report and advise Distributor of any errors by or before the 14th day of the invoicing month in question. If CSR does not dispute the charges by or before the 14th day of the invoicing month in question, the charges will be deemed to be correct and approved by CSR, and thereafter, Distributor will issue the invoices to CSR based upon the data within the billing report no earlier than the 15th day of each month.
- 4.2.3 Payment terms are net thirty (30) days from the date of invoice. Distributor shall have no obligation to provide Services prior to receipt of payment of the applicable fees.

5. PRICES, DISCOUNTS, AND PRICE CHANGES

The prices for Services are set forth in the Service Description and are also available through the Distributor's e-commerce website, currently known as the GoldSeal VaaS Partner Portal. Distributor may periodically update and revise its prices for the Services ("Price List"). Any change to the Price List shall be provided to CSR thirty (30) days prior to any price change going into effect. Notices required under this section may be conveyed in writing or electronically.

6. END USER CUSTOMER DATA

Distributor and Polycom do not grant any CSR any rights with respect to any electronic data, content or other information that is stored or transmitted by End User Customer through the Services or collected and processed by or on behalf of End User Customer through the Services, including, without limitation, audio files or other sounds, videos, photographs or other images,

data files, written text, software and music that an End User Customer submits, displays or posts on or through the Services. Polycom shall include in the VaaS Terms of Service sufficient language to require any End User Customer to grant Distributor and its CSRs sufficient license rights to access the minimum End User Customer data necessary to provide access to the Services and manage End User Customer's accounts for the operation of the Services.

7. MODIFICATION OR TERMINATION OF THE SERVICES

Distributor reserves the right, subject to providing CSR with thirty (30) days advanced written notice and the opportunity to cure, to discontinue, temporarily or permanently, the affected Services (or any part thereof) at any time in the event of: (i) CSR's breach of the Agreement or this Addendum; (ii) End User Customer's breach of the VaaS Terms of Service; (iii) Distributor or Polycom discontinues offering the Services; or (iv) Distributor's distribution agreement with Polycom is suspended or terminated. CSR agrees that Distributor will not be liable to CSR or to a third party for any modification, suspension or discontinuance of the Services caused by CSR's material breach of the Agreement or this Addendum or any of its End User Customer's breach of the VaaS Terms of Service.

8. TERMINATION OF AGREEMENT

Upon any termination or expiration of the Agreement, at CSR's request, Distributor will continue to provide the Services to each End User Customer until the end of the applicable service term. All such Services activities shall continue to be subject to the Agreement, including this Addendum.

9. ELECTRONIC DELIVERY AND HOSTING

Distributor, in collaboration with Polycom, shall electronically deliver the Services directly to End User Customers, including any additionally required Documentation, for the purposes of this Agreement. The Services shall be provided by Distributor powered by Polycom in accordance with any additional terms and conditions of use provided by Distributor or Polycom in any Documentation or URL Link, including, without limitation, additions and changes to the VaaS Terms of Service. Usage of the Services remains subject, at all times, to the VaaS Terms of Service. Distributor shall not be liable for any losses, damages, claims or liabilities arising out of or in connection with an alleged or actual breach of VaaS Terms of Service by any CSR or End User. Distributor shall not be liable in respect of any breach or error in delivery, loss, damage or interruption to the Services during the Subscription Term.

BY CLICKING THE "I HAVE READ AND ACCEPT THE TERMS OF AGREEMENT" CHECKBOX DISPLAYED BELOW ON BEHALF OF YOUR COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE REQUISITE AUTHORITY TO BIND SUCH ENTITY TO THIS SERVICES ADDENDUM IN WHICH CASE THE TERMS "CSR", "YOU" OR "YOUR" SHALL REFER TO SUCH COMPANY OR LEGAL ENTITY. IF YOU DO NOT HAVE AUTHORITY TO ENTER INTO THIS AGREEMENT, OR IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT CLICK THE "I HAVE READ AND ACCEPT THE TERMS OF AGREEMENT" CHECKBOX AND DO NOT PURCHASE, SELL OR USE THE SERVICES UNDER ANY CIRCUMSTANCES.

Exhibit A
Territory

Subject to the terms of this Agreement, CSR is authorized to purchase the Services for resale to End User Customers in the Territory as specified below using the applicable Price List for such Territory:

Territory: CSR is authorized to sell the Services to End User Customers located or taking delivery of the Services in the **United States of America and Canada.**

-End of Exhibit A-

Exhibit B

Required Information for Customer Orders

The following information is required for each Customer Order for the Services, and all such Customer Orders must be placed via the GoldSeal VaaS Partner Portal.

Distributor may reject a Customer Order that does not include the required information set forth below.

REQUIRED INFORMATION TO BE PROVIDED BY CSR

1. Reseller complete details:
 - Reseller business Name
 - Reseller business Address (street, city, state, zip)
 - Reseller Contact - Account Owner: (name, email, phone)
 - This contact provides approval of the End-User customer to be setup to use the service and approves reseller accepts the billing requirements.
 2. Reseller PO number
 - PO that will be associated to End-User Customer and will be used for all future service invoicing to Reseller for End-User Customers use of services.
 3. End-User complete details
 - End-User business Name
 - End-User business Address
 - End-User Contact – Administrator: (name, email, phone)
 - Name of End-User Customer’s administrator contract. They will have the ability to add additional End-User to utilize their service.
 4. End-User Optional Contacts
 - End-User Contact - Technical Contact: (name, email, phone)
 - End-User Contact – Account Manager: (name, email, phone)
 5. Customer Service Profile
 - Setup Type
 - Production Environment (billing service)
 - Trial (30 day)
 - Demo (7 day)
 - Requested Start Date
 - If the service is for a production environment this date will be used to commence Billing for the customer
 6. Licensing Options
 - Enterprise User License Plans
 - 10-49, 50-99, 100-499, 500-999, 1000-4999
 - Plan – Monthly or Annual
 - Enterprise Wide License Plan
 - Provide total number of Company Employees
 - Plan - Annual, 2 year, 3 year
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- Fixed Capacity Virtual Meeting Room (VMR)
 - QTY of VMR (5, 10, 25)
 - Plan - Monthly or Annual
- Endpoint Subscription
 - QTY of Endpoints
 - Service Level - Basic, Plus or Premium
 - Plan – Monthly or Annual

The requested start date for when the Services commences is an important element to be accurate, as once the Services are activated, the users will receive a secure activation “Welcome” message to commence using the Service. Billing is triggered by this date.

-End of Exhibit B-

Exhibit C

VIDEO-AS-A-SERVICE TERMS OF SERVICE

POLYCOM, INC.

VIDEO-AS-A-SERVICE TERMS OF SERVICE

This Video-as-a-Service Terms of Service (the “*Agreement*”) govern the access to and use of the VaaS by each person or entity accessing or using the VaaS (“*Customer*”), and the provision of the VaaS by Polycom, Inc.

By clicking "I Agree" or using the VaaS you agree to this Agreement (and any referenced Polycom policy(ies)). If you are agreeing to this Agreement for use by an organization, you are agreeing to this Agreement on behalf of that organization, and you represent and warrant that you have the authority to bind that organization to this Agreement.

1. DEFINITIONS. For purposes of this Agreement:

1.1 “*Authorized User*” means an employee of Customer who has been issued a User ID in accordance with Section 3.2(a).

1.2 “*Customer Data*” means all electronic data, content or other information that is stored or transmitted by Customer or conferencing participants through the VaaS or collected and processed by or on behalf of Customer or conferencing participants through the VaaS, including without limitation audio files or other sounds, videos, photographs or other images, data files, written text, software, and music that Customer or any conferencing participant submits, displays, or posts on or through a VaaS.

1.3 “*Documentation*” means the most current version of the Polycom published user manuals (whether in print or electronic form) that relate to the use of the VaaS that have been provided (whether directly or through Internet availability) to Customer.

1.4 “*Intellectual Property Rights*” means any and all worldwide rights in and to any patents, patent applications, copyrights, data rights, trademarks, trade names, service marks, trade secrets, or other similar right.

1.5 “*Order*” means the Customer order under which Customer purchased the VaaS from Vendor.

1.6 “*Service Description*” means the formal description of the VaaS service sold by Vendor to Customer and provided by Polycom.

1.7 “*Software*” means the software used by Polycom to provide the VaaS.

1.8 “*Vendor*” means the person or entity from which Customer purchased the VaaS.

1.9 “*VaaS*” means the Video-as-a-Service, whether accessed by Customer via video or audio endpoints, provided by Polycom, described in the applicable Service Description, and purchased by Customer from Vendor, including hosting of the Software and Customer Data in connection therewith.

2. VAAS. Subject to the terms and conditions of this Agreement, Polycom shall make the VaaS available to Customer through its Authorized Users.

3. ACCESS TO AND USE OF THE VAAS.

3.1 Access to the VaaS.

(a) **Customer Access to the VaaS.** Customer, through its Authorized Users, may access the VaaS, solely for Customer's internal business purposes in accordance with Customer's Order, only as permitted by this Agreement. Customer acknowledges and agrees that any breach of the terms and conditions of this Agreement by an Authorized User or any other employee, agent, contractor, or conferencing participant of Customer shall be deemed a breach of this Agreement by Customer. Customer shall make no attempt to, and shall not permit any Authorized User or conferencing participant to, make any attempt to: (i) download, reproduce, copy, alter, adapt, modify, improve, translate, create derivative works from, reverse engineer, disassemble, decompile or otherwise attempt to reveal the source code, trade secrets or know how underlying the Software; (ii) interfere in any manner with the hosting of the VaaS; (iii) use the VaaS to benchmark or otherwise obtain or develop performance metrics for the VaaS or Software; or (iv) sublicense, resell, sublease or transfer any of Customer's rights under this Agreement or otherwise use the VaaS or Software for the benefit of a third party; or (v) use the VaaS to develop a product that is similar to the VaaS or Software or to operate a service bureau.

(b) **Necessary Equipment.** Customer shall be solely responsible, at its own expense, for acquiring, installing and maintaining all connectivity equipment, hardware, software and other equipment as may be necessary for it to connect to, access, and use the VaaS.

3.2 Use of the VaaS.

(a) **Security.** If applicable, Polycom will assign each Authorized User a unique Authorized User identification name and password for access to and use of the VaaS ("**User ID**"). Customer shall be responsible for ensuring the security and confidentiality of all User IDs. Customer shall be fully responsible for all liabilities incurred through any use of any User ID (whether authorized or otherwise), and any transactions completed under a User ID will be deemed to have been authorized by Customer. In no event will Polycom be responsible or liable for the foregoing obligations or the failure by Customer to fulfill such obligations.

(b) **Customer Data.** Customer grants Polycom an irrevocable, worldwide license to and authorizes Polycom to use Customer Data as necessary for Polycom to provide the VaaS and in accordance with the Privacy, Data Collection and Use provisions set forth below. Customer covenants, represents and warrants that it has any and all authorizations as may be necessary or appropriate for Polycom's use as permitted by this Agreement. Polycom's obligation to maintain any Customer Data obtained in the course of performance of the VaaS shall not extend beyond the performance of the applicable VaaS. Customer authorizes Vendor to have access to and to use Customer Data as necessary for Vendor to provide the VaaS and any related services for Vendor to fulfill its obligations to Customer in relation to the provision of the VaaS to Customer or in Vendor's obligations to Polycom. Polycom will protect the confidentiality of Customer Data with the same care that Polycom uses for its own similar information.

(c) **Certain Obligations and Restrictions.** Customer (i) is responsible for ensuring that each Authorized User and conferencing participant is bound by the terms and conditions of this Agreement and for Authorized Users' and conferencing participants' compliance with, and any breach of, the terms and conditions of this Agreement, (ii) is responsible for the accuracy, quality and legality of Customer Data and the means by which Customer acquired Customer Data, (iii) will use reasonable efforts to prevent unauthorized use of the VaaS or their related systems or networks, and will notify Vendor and Polycom promptly of any unauthorized use, and (iv) will use the VaaS only in accordance with its Order, the Documentation, and applicable laws and government regulations. Customer will not (A) make the VaaS available to anyone other than Authorized Users and their conferencing participants, (B) sell, resell, rent or lease any VaaS, (C) interfere with or disrupt the integrity or performance of the VaaS or third-party data contained in the VaaS, (D) attempt to gain unauthorized access to the VaaS or its related Software, systems or networks, or (E) exceed any established usage limits for the VaaS.

(d) **Acceptable Use Policy.** Customer shall at all times ensure that its Authorized Users and conferencing participants adhere to any use policy located at the Customer, Authorized User, and/or conferencing participant VaaS portals. Without limiting the foregoing, Customer shall not, and shall not permit any Authorized

User or conferencing participant to, store, transmit or otherwise provide Customer Data or other information or content that: (i) infringes or violates any intellectual property rights, publicity/privacy rights, or other third party rights; violates any law or regulation (including without limitation export control laws and regulations and obtaining consent to recordation of communications); or is defamatory, tortious, abusive, threatening, obscene, harmful to minors, obscene or child pornographic; (ii) contains any viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents, programs or programming routines intended to damage, surreptitiously intercept or expropriate any system, data or personal information; or (iii) is materially false or misleading.

(e) **Remedial Action; Suspension of Service.** Polycom shall be entitled, in its discretion, to take remedial action, including without limitation to suspend or terminate Customer's access to and use of the VaaS if (i) Polycom does not receive all fees related to Customer's use of the VaaS, (ii) Customer or any conferencing participant fails to comply with any term, condition or restriction of this Agreement, or (iii) Polycom determines that Customer, an Authorized User, or a conferencing participant has used or is using the VaaS to transmit or store, or otherwise with respect to, Customer Data or other content or information that Polycom determines to be objectionable, including without limitation in violation of Section 3.2(c) or Section 3.2(d). Polycom, however, is under no obligation to review Customer Data or other content or information for accuracy, potential liability, or compliance with these terms and conditions.

4. PROPRIETARY RIGHTS.

4.1 Customer. Subject to the rights granted herein, Customer retains all of its worldwide right, title and interest in and to the Customer Data.

4.2 Polycom. Subject to the access rights set forth herein, Polycom and its licensors retain all worldwide right, title and interest in and to the VaaS and all software, materials, and Polycom confidential information made available to Customer via the Internet or otherwise, in connection with the VaaS, and all Intellectual Property Rights with respect thereto, including without limitation, the Software, Documentation, and any and all improvements, derivative works, updates, and modifications thereto, whether made in conjunction with this Agreement or otherwise. There are no implied licenses or rights granted by Polycom under this Agreement; any rights not expressly granted by Polycom hereunder are reserved.

4.3 Feedback. Customer grants to Polycom and its Affiliates a royalty-free, fully paid, worldwide, irrevocable, perpetual license to use and incorporate into the VaaS any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Authorized Users relating to the VaaS or the operation thereof.

5. PRIVACY, DATA COLLECTION AND USE. Subject to applicable law, Polycom shall have the right to use Customer Data subject to the Polycom privacy policy located at <http://www.polycom.com/company/privacy-policy.html>, including for the purposes of delivering, developing, improving and protecting Polycom services. The Polycom privacy policy is expressly incorporated into this Agreement.

6. DISCLAIMER. The VaaS, Software, Documentation, and all other data and materials made available via the Internet or otherwise provided to Customer in connection with this Agreement by Polycom are provided "AS IS" and "AS AVAILABLE," without representations or warranties of any kind. POLYCOM AND ITS SUPPLIERS MAKE NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, BY OPERATION OF LAW, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. POLYCOM DOES NOT WARRANT THAT THE SERVICES WILL BE PROVIDED ERROR-FREE, UNINTERRUPTED, SECURE, OR VIRUS-FREE. WITHOUT LIMITING THE FOREGOING, TO THE EXTENT POLYCOM MAY NOT AS A MATTER OF LAW DISCLAIM ANY WARRANTY, THE PARTIES AGREE THAT THE SCOPE AND DURATION OF ANY SUCH WARRANTY SHALL BE THE MINIMUM PERMITTED UNDER APPLICABLE LAW. Neither Polycom, nor its third-party service or software providers, shall have any liability whatsoever for the accuracy, completeness, timeliness, security, or integrity of the Customer Data, or for any decision made or action taken by Customer or any conferencing participant in reliance upon any Customer Data.

The parties agree and acknowledge that Polycom shall in no event be held responsible for any problems with the VaaS attributable to the public Internet infrastructure or Customer's ability to be connected to the Internet.

7. LIMITATION OF LIABILITY. IN NO EVENT WILL POLYCOM (OR ITS SUPPLIERS) BE LIABLE FOR COSTS OF SUBSTITUTE PRODUCTS OR SERVICES OR FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE), INCLUDING, BUT NOT LIMITED TO, DAMAGES THAT RESULT FROM INTERRUPTED COMMUNICATIONS, LOST DATA, OR LOST PROFITS, OR DAMAGES THAT RESULT FROM INCONVENIENCE, DELAY OR LOSS OF USE OF ANY INFORMATION OR DATA OR OF THE VAAS OR RELATED PRODUCTS OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN. Polycom's liability arising out of or in connection with this Agreement shall not exceed the amounts actually received by Polycom for the VaaS in the three (3) month period immediately preceding the date the cause of action arose ("**Cap**"). This Cap is an aggregate for all causes of action and shall not be increased by multiple causes of action subject to the same, or overlapping, three (3) month periods. In addition, Polycom's aggregate liability arising out of or in connection with this Agreement, for all causes and claims, shall not exceed the amounts received by Polycom for Customer's use of the VaaS.

8. INDEMNITY. Customer shall indemnify, defend and hold Polycom (and its officers, directors, employees, agents and representatives) harmless from all claims, suits, losses, expenses, judgments and liabilities (including Polycom's reasonable attorney's fees) to the extent arising out of (i) breach of this Agreement, including without limitations, the Acceptable Use Policy and Privacy, Data Collection and Use provisions, by Customer or any failure of any Authorized User or conferencing participant to comply with the terms and conditions of this Agreement, including without limitation use of the VaaS or any Software other than as permitted by this Agreement or (ii) Customer Data.

9. SUPPORT. Custom shall procure and obtain VaaS support services directly from the Vendor. Polycom shall have no responsibility in providing Customer support services associated with the VaaS.

10. GENERAL PROVISIONS.

10.1 Entire Agreement; Modification; Waiver. This Agreement sets forth the entire understanding and agreement of the parties, and supersedes any and all prior or contemporaneous oral or written agreements or understandings between the parties, as to the subject matter of the Agreement. Polycom reserves the right, in its sole discretion, to modify this Agreement at any time without further notice. It is Customer's responsibility to periodically review the current Terms of Service as Customer's continued use of the VaaS after any such changes constitutes Customer's acceptance of the new Terms of Service. All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. Polycom reserves the right, in its sole discretion, to modify or discontinue, temporarily or permanently, the VaaS (or any part thereof) at any time without further notice. Customer agrees that Polycom will not be liable to you or to a third party for any modification, suspension or discontinuance of the VaaS.

10.2 Assignment. Either party may assign or transfer this Agreement solely in connection with a transfer of all or substantially all of that party's business assets, whether by merger, sale of assets, sale of stock or otherwise, provided that the acquiring party agrees in writing to be bound by all the terms hereof. Any other attempted assignment or transfer by Customer in violation of the foregoing will be void.

10.3 Compliance with Laws. Customer represents and warrants that it will comply with all applicable United States and other federal, state, and local laws and regulations (including export regulations), and communications common carrier tariffs, and use the VaaS solely for lawful purposes. Polycom reserves the right to take all actions, including termination of the VaaS, which it believes necessary to comply with applicable laws and regulations.

10.4 Independent Contractors. The relationship established by this Agreement is that of independent contractors. Customer shall not incur any obligation or commitment on behalf of Polycom unless specifically approved in writing, in advance by an authorized Polycom executive.

10.5 Force Majeure. If the performance of this Agreement, or any obligation hereunder, except the making of payments hereunder, is prevented, restricted or interfered with by any act or condition whatsoever beyond the reasonable control of the affected party, including, but not limited to, acts of God, acts of civil or military authority, third party illegal activity, failure or interruption of utilities, fires, floods, earthquakes, riots, wars, sabotage, computer hacking or computer crime, or governmental actions, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction or interference.

10.6 Governing Law; Venue. This Agreement will be governed by the laws of the State of California, USA, without giving effect to any choice of law principles that would require the application of the laws of a different state. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement must be brought exclusively in a court of competent jurisdiction, federal or state, located within the City and County of San Francisco, California, and in no other jurisdiction. The parties hereby consent to personal jurisdiction and venue in, and agree to service of process issued or authorized by, such court. This Agreement shall be written and construed in the English language. Notwithstanding the foregoing, either party may bring action for injunctive relief in any jurisdiction pending final disposition of the dispute.

10.7 Notice. Except as otherwise specified, all notices shall be in writing and may be delivered by facsimile, USPS, or overnight delivery service, to the address indicated on the first page of this Agreement or to such other address as the parties shall specify by written notice. Any such notices to Polycom shall be sent to the attention of the Chief Financial Officer, with a copy sent to the General Counsel.

10.8 Severability. If any provision of this Agreement is adjudicated to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

-End of Exhibit C-

Exhibit D
Service Description: GOLDSEAL VIDEO AS A SERVICE

GoldSeal Video-as-a-Service (VaaS) – CUSTOMER SERVICE DESCRIPTION

GoldSeal Video as a Service (VaaS) brings you a set of always-on virtual conference rooms that connect to a variety of video and audio endpoints through a cloud-based service model. Simple click-to-connect virtual meeting rooms can be joined from any browser with any device at work, at home or on the road.

With Gold Seal VaaS, it's easier than ever to schedule video calls. And with the ability to place a call while in an active meeting, you can reach out, collaborate and share content to get the job done. Let GoldSeal take care of the support and management, while you receive a best-in-class collaboration solution. The GoldSeal VaaS cloud solution brings video collaboration to everyone.

GoldSeal VaaS is a Polycom Powered cloud video service. Based on the Polycom® RealPresence® platform, GoldSeal VaaS provides you industry-leading, feature-rich video services based on a robust Polycom cloud infrastructure, supported by world-class GoldSeal Support services. Customers will benefit from an OPEX cloud-based solution that is elegant, innovative, interoperable and supported by unmatched video expertise.

Technical Overview

The GoldSeal VaaS offer functions as a standalone Virtual Meeting Room (“VMR”) for meeting participants to connect via video and audio across the open Internet. VMR features include:

- Reservation-less, standard definition and high definition (up to 1080p30) video and audio conferencing with content sharing
- Accessible by Polycom end-point portfolio, both hard and soft clients
- H.323 and SIP standards-based connectivity
- Browser-based soft client video endpoint support through web real-time communication (WebRTC)
Interoperability with Lync endpoints available through Open Federation for Microsoft® Lync
- Access to free versions of Polycom® RealPresence® Desktop and Polycom® RealPresence® Mobile
 - Soft clients available to employees (“Internal Users”) within a subscribing enterprise
- Content sharing enabled through access to free versions of Polycom’s People+Content IP application
- US and EMEA toll based audio dial-in access
- Each VMR instance is assigned by the VMR system administrator, to a specific individual who is the owner and host of that VMR. Each VMR includes a unique bridge number and customer-enabled PIN code.
- Soft endpoint registration included with VMRs, hard endpoint registration services available separately as an option for an additional fee.
- Point-to-point dialing, dial-in and dial-out services available for registered endpoints
- A end-user Portal is provided as an online resource for GoldSeal VaaS users to access support resources, including dialing instructions, documentation, live conference control capabilities, FAQs and access to submit support questions to our GoldSeal Technical Support team.
- Demo and Trial services are offered free of charge to allow customers to try the service before they buy

Monthly and Annual subscription options include:

- Enterprise user license (“EUL”) - an “all-you-can-eat” VMR subscription with no overage fees, assigned to an individual user, for up to 25 participants per session
 - As an extension of EUL, Enterprise Wide Licensing is also available for parent company's willing to commit to the strategic growth and standardization of video technology across their complete user based.
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- Enterprise Wide pricing is only available in prepaid 1, 2 or 3 year plans. Contact us to see if you qualify
- Fixed Capacity VMR is a VMR subscription service intended to be shared among teams. The Fixed Capacity VMR service has 3 different offerings based on the number of participants (up to 5, 10 or 25 participants), without overage fees
- Endpoint Subscription (optional for an additional fee) – allows hard endpoints (physical codec units) to register to the VaaS platform and be reflected in the customer directory. Endpoints can then dial point-to-point, dial directly to off-net resources, receive calls directly from off-net resources and dial to VMRs using a short dial strings.
 - Directory services available to up to 6 registered endpoints.
- Monthly subscriptions services require an activation fee per service initiation
 - The activation fee is waived for the corresponding pre-paid annual service.

Accessing the GoldSeal VaaS Platform

Meeting participants connect into a VMR via a unique dial string, H.323, SIP, WebRTC, audio or Lync.

H.323 and SIP Access

VMR access by any standards-based H.323 and SIP endpoints is provided via a dial string that is associated with each unique VMR consisting of a VMR number appended to a predefined domain and/or IP address name associated with the GoldSeal VaaS platform.

Audio Dial-in Access

Each unique VMR is accessible to audio-only meeting participants via a global network of toll-based dial-in numbers spanning more than 40 countries.

Microsoft Lync 2010, 2013 /OCS R2 Interoperability

The GoldSeal VaaS platform is interoperable with Microsoft Lync 2010, 2013 and Office Communication Server 2007 R2 (OCS R2) desktop clients via a Lync Setup (i.e., Open Federation) between an enterprise and the GoldSeal VaaS platform. The connection between the Lync 2010, 2013 or OCS R2 desktop client is via a dial string that is associated with each unique VMR. This string will consist of a VMR number appended to a predefined domain name associated with the RPC.

Subscription Plan Overview

Enterprise User License VMR Plans

The Enterprise User License is provided on a pre-paid monthly or annual term basis. No cancellations are allowed during the term of service. The EUL enables the individual end user to schedule and host meetings. EUL accounts are individualized and are not intended to be shared or used by anyone other than the one employee to whom the individual account is assigned. The individual can hold an unlimited number of meetings with up to 25 participants per meeting, and only one meeting per EUL is allowed at any time. A Customer may be enrolled into a monthly or yearly subscription plan and that plan will renew automatically unless the Customer provides notice to cancel the service before the end of the current service period. Each EUL is provided with a unique VMR number, a simplified dial string that emulates a simplified e-mail address, and access to a 25 participant VMR with unlimited meeting minutes.

Enterprise User License (pre-paid Monthly)

Westcon Part	Short Description	Long Description	List
WGSS-PLC-VAAS-E3-9M	EUL 3-9 users, mthly	Enterprise User License - 3-9 licenses, unlimited usage - 25 participants - 1 mo. - monthly payment subscription, pre-paid monthly, effective on service commencement. No cancellations or reduction of the plan or scope allowed; activation fees apply	\$116
WGSS-PLC-VAAS-E10-49M	EUL 10-49 users, mthly	Enterprise User License - 10-49 licenses, unlimited usage - 25 participants - 1 mo. - monthly payment subscription, pre-paid monthly, effective on service commencement. No cancellations or reduction of the plan or scope allowed; activation fees apply	\$69
WGSS-PLC-VAAS-E50-99M	EUL 50-99 users, mthly	Enterprise User License - 50-99 licenses, unlimited usage - 25 participants - 1 mo. - monthly payment subscription, pre-paid monthly, effective on service commencement. No cancellations or reduction of the plan or scope allowed; activation fees apply	\$69
WGSS-PLC-VAAS-E100-499M	EUL 100-499 users, mthly	Enterprise User License - 100-499 licenses, unlimited usage - 25 participants - 1 mo. - monthly payment subscription, pre-paid monthly, effective on service commencement. No cancellations or reduction of the plan or scope allowed; activation fees apply	\$58
WGSS-PLC-VAAS-E500-999M	EUL 500-999 users, mthly	Enterprise User License - 500-999 licenses, unlimited usage - 25 participants - 1 mo. - monthly payment subscription, pre-paid monthly, effective on service commencement. No cancellations or reduction of the plan or scope allowed; activation fees apply	\$46
WGSS-PLC-VAAS-E1000-4999M	EUL 1000-4999 users, mthly	Enterprise User License - 1000-4999 licenses, unlimited usage - 25 participants - 1 mo. - mthly payment subscription, pre-paid monthly, effective on service commencement. No cancellations or reduction of the plan or scope allowed; activation fees apply	\$34
WGSS-PLC-VAAS-E5000+M	EUL 5000 plus, mthly	Enterprise User License - 5000 plus licenses, unlimited usage - 25 participants - 1 mo. - monthly payment subscription, pre-paid mthly, effective on service commencement. No cancellations or reduction of the plan or scope allowed; activation fees apply	Custom Quote

Enterprise User License (pre-paid Annual)

Westcon Part	Short Description	Long Description	List
WGSS-PLC-VAAS-E3-9Y	EUL 3-9 users, 1yr	Enterprise User License - 3-9 licenses, unlimited usage - 25 participants - pre-paid annual plan effective on service commencement. No cancellations or reduction of the plan or scope allowed	\$1,188
WGSS-PLC-VAAS-E10-49Y	EUL 10-49 users, 1yr	Enterprise User License - 10-49 licenses, unlimited usage - 25 participants - pre-paid annual plan effective on service commencement. No cancellations or reduction of the plan or scope allowed.	\$708
WGSS-PLC-VAAS-E50-99Y	EUL 50-99 users, 1yr	Enterprise User License - 50-99 licenses, unlimited usage - 25 participants - pre-paid annual plan effective on service commencement. No cancellations or reduction of the plan or scope allowed.	\$708
WGSS-PLC-VAAS-E100-499Y	EUL 100-499 users, 1yr	Enterprise User License - 100-499 licenses, unlimited usage - 25 participants - pre-paid annual plan effective on service commencement. No cancellations or reduction of the plan or scope allowed.	\$588

WGSS-PLC-VAAS-E500-999Y	EUL 500-999 users, 1yr	Enterprise User License - 500-999 licenses, unlimited usage - 25 participants - pre-paid annual plan effective on service commencement. No cancellations or reduction of the plan or scope allowed.	\$468
WGSS-PLC-VAAS-E1000-4999Y	EUL 1000-4999 users, 1yr	Enterprise User License - 1000-4999 licenses, unlimited usage - 25 participants - pre-paid annual plan effective on service commencement. No cancellations or reduction of the plan or scope allowed.	\$348
WGSS-PLC-VAAS-E5000+Y	EUL 5000 plus, 1yr	Enterprise User License - 5000 plus licenses, unlimited usage - 25 participants - pre-paid annual plan effective on service commencement. No cancellations or reduction of the plan or scope allowed.	Custom Quote

Fixed Capacity VMR Plans

These subscription plans are provided on a pre-paid monthly or annual term basis. Each VMR is enrolled into a monthly or annual subscription plan and that plan will automatically renew until it is cancelled by Customer before the end of the current service period. The plan provides a VMR Owner with a 5, 10 or 25 meeting participants with unlimited usage, as follows:

Fixed Capacity VMR (pre-paid Monthly)

Part Number	Short Description	Long Description	List
WGSS-PLC-VAAS-VMR5M	Fixed Cap VMR, 5 partic, 1mth	Fixed Capacity VMR - unlimited usage - 5 participants - 1 mo. - monthly payment subscription, pre-paid monthly, effective on service commencement. No cancellations or reduction of the plan or scope allowed; activation fees apply	\$293
WGSS-PLC-VAAS-VMR10M	Fixed Cap VMR, 10 partic, 1mth	Fixed Capacity VMR - unlimited usage - 10 participants - 1 mo. - monthly payment subscription, pre-paid monthly, effective on service commencement. No cancellations or reduction of the plan or scope allowed; activation fees apply	\$469
WGSS-PLC-VAAS-VMR25M	Fixed Cap VMR, 25 partic, 1mth	Fixed Capacity VMR - unlimited usage - 25 participants - 1 mo. - monthly payment subscription, pre-paid monthly, effective on service commencement. No cancellations or reduction of the plan or scope allowed; activation fees apply	\$704

Fixed Capacity VMR (Pre-paid Annual)

Part Number	Short Description	Long Description	List
WGSS-PLC-VAAS-VMR5Y	Fixed Cap VMR, 5 partic, 1yr	Fixed Capacity VMR - unlimited usage - 5 participants - 1 yr. - pre-paid annual payment subscription effective on service commencement. No cancellations or reduction of the plan or scope allowed.	\$2,988
WGSS-PLC-VAAS-VMR10Y	Fixed Cap VMR, 10 partic, 1yr	Fixed Capacity VMR - unlimited usage - 10 participants - 1 yr. - pre-paid annual payment subscription effective on service commencement. No cancellations or reduction of the plan or scope allowed.	\$4,788
WGSS-PLC-VAAS-VMR25Y	Fixed Cap VMR, 25 partic, 1yr	Fixed Capacity VMR - unlimited usage - 25 participants - 1 yr. - pre-paid annual payment subscription effective on service commencement. No cancellations or reduction of the plan or scope allowed.	\$7,188

Endpoint Subscription - optional

The Endpoint subscription provides a registration service for hard endpoint (e.g., HDX, Group Series, or other standards based H.323 and SIP codecs), and available only to companies that also purchase a GoldSeal VaaS VMR.

The service allows hard endpoints (physical codec units) to register to GoldSeal VaaS platform at one (1) of three (3) levels of infrastructure consumption (e.g. Basic, Plus, or Premium). This provides the end customer with choices on the level of video quality. Endpoints can then see directories, dial point-to-point, dial directly to off-net resources, receive calls directly from off-net resources and dial to VMRs using a simplified dial string.

Endpoint Subscription (pre-paid Monthly) - opt.

Part Number	Short Description	Long Description	List
WGSS-PLC-VAAS-EPS-BASICM	EP Subscription, basic - mthly	Endpoint Subscription Service - Basic, supports standard definition up to 768kbs - 1 mo. Monthly payment subscription, pre-paid monthly, effective on service commencement. No cancellations and requires purchase of a VMR; activation fees apply	\$81
WGSS-PLC-VAAS-EPS-PLUSM	EP Subscription, Plus, mthly	Endpoint Subscription Service - Plus, supports high definition 720p up to 1.5Mbs - 1 mo. Monthly payment subscription, pre-paid monthly, effective on service commencement. No cancellations and requires purchase of a VMR; activation fees apply	\$105
WGSS-PLC-VAAS-EPS-PREMM	EP Subscription, Prem., mthly	Endpoint Subscription Service - Premium, supports high definition 1080p up to 3.0Mbs - 1 mo. Monthly payment subscription, pre-paid monthly, effective on service commencement. No cancellations and requires purchase of a VMR; activation fees apply	\$128

Endpoint Subscription (pre-paid Annual) - opt.

Part Number	Short Description	Long Description	List
WGSS-PLC-VAAS-EPS-BASICY	EP Subscription, basic - 1yr	Endpoint Subscription Service - Basic, supports standard definition up to 768kbs - 1 yr. Pre-paid annual subscription, effective on service commencement. No cancellations and requires purchase of a VMR	\$828
WGSS-PLC-VAAS-EPS-PLUSY	EP Subscription, Plus, 1yr	Endpoint Subscription Service - Plus, supports high definition 720p up to 1.5Mbs - 1 yr. Pre-paid annual subscription, effective on service commencement. No cancellations and requires purchase of a VMR	\$1,068
WGSS-PLC-VAAS-EPS-PREMY	EP Subscription, Prem., 1yr	Endpoint Subscription Service - Premium, supports high definition 1080p up to 3.0Mbs - 1 yr. Pre-paid annual subscription, effective on service commencement. No cancellations and requires purchase of a VMR	\$1,308

Activation Service Fees

The Activation Service Fees are associated with the initial setup and configuration expenses for the GoldSeal VaaS Platform. Activation fee is a one-time payment per service initiation. Activation fees are waived on pre-paid Annual subscriptions.

Activation Service

Part Number	Short Description	Long Description	List
WGSS-PLC-VAAS-ACT	Service Activation Fee	RPC service activation fee – one-time payment, per service initiation	\$449

Terms and Conditions

This offer description is subject to the terms and conditions of the Polycom Inc Video as a Service Terms of Service. In the event of a conflict between the terms of this offer description and the Terms of Service, the Terms of Service will apply.

To learn more about GoldSeal VaaS please email inquiry@goldsealvaas.com or visit www.goldsealvaas.com.
