

VENDOR CONTRACT

Between SKC Communication Products LLC and
(List Vendor or Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS/TAPS) For Distance Learning Systems and Equipment

The following pages will constitute the contract between the successful vendors(s) and TIPS/TAPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS/TAPS, they will be incorporated into the final contract. NOTE: The award of this contract to vendor is made following all requirements to meet the Competitively Bid Procurement Laws.

The Vendor Contract ("Contract") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS/TAPS" respectfully) a government cooperative purchasing program authorized by the Region VIII Education Service Center, having its principal place of residence at 4845 North US Hwy 271, Pittsburg, Texas 75686. This contract consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

1. General Terms and Conditions

1.1. Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

1.2. Warranty conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing. (Or for commodity category appropriate for refurbished equipment, products may be "refurbished" but must be clearly represented as refurbished.)

1.3. Customer support

The Vendor shall provide timely and accurate technical advice and sales support to TIPS/TAPS staff and TIPS/TAPS participants. The Vendor shall respond to such requests within one (1) working day after receipt of the request. The Vendor shall provide free training to TIPS/TAPS staff regarding products and services supplied by the Vendor unless otherwise clearly stated in writing. (Unless training is a line item sold or packaged and must be purchased with product.)

1.4. Contracts

All contracts and agreements between Vendors and TIPS/TAPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

1.5. Tax exempt status

A taxable item sold, leased, or rented to, or stored, used, or consumed by, any of the following governmental entities is exempted from the taxes imposed by this chapter: (1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States; (4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

1.6. Assignments of contracts

No assignment of contract may be made without the prior written approval of TIPS/TAPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

1.7. Disclosures

- 1.7.1.** Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
- 1.7.2.** Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS/TAPS program.
- 1.7.3.** The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

1.8. Renewal of Contracts

All contracts are for a period of one (1) year with an option for renewal for 2 consecutive years before this category is subject to public bid. (Except the Commodity Category of Trades, Temporary Labor and Materials will be a 12 month contract with No Option for Renewal. Trades, Temporary Labor and Materials will go to public bid every 12 months.)

1.9. Shipments

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS/TAPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS/TAPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

1.10. Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS/TAPS participant. Each invoice shall include the TIPS/TAPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS/TAPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS/TAPS and the TIPS/TAPS participant.

1.11. Payments

The TIPS/TAPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

1.12. Pricing

The Vendor contracts to provide pricing to TIPS/TAPS and its participating governmental entities that are the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract. The Vendor agrees to not sell to TIPS/TAPS members at a price lower than can be obtained thru the TIPS/TAPS contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS/TAPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS/TAPS of an increase.

All pricing submitted to TIPS/TAPS shall include the Two Percent (2%) participation fee to be remitted to TIPS/TAPS by the Vendor. Vendor will not show adding the 2% to the invoice presented to customer.

1.13. Participation Fees

Vendor or vendor assigned dealer contracts to pay 2% of all sales to TIPS/TAPS on a bi-monthly scheduled report. (Vendor may submit sales monthly on their own. TIPS/TAPS will email a Bi-Monthly Submission Report to each vendor on November, January, March, May, July and September. The Vendor or vendor assigned dealer is responsible for keeping record of all sales that go through the TIPS/TAPS contract. Report may be sent to TIPS/TAPS electronically while check for 2% is mailed. Failure to pay 2% participation fee will result in termination of contract.

1.14. Indemnity

Indemnity for Personality Contracts. Vendor agrees to indemnify and hold harmless and defend TIPS/TAPS, its member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS/TAPS, member(s), officers, employees, or agents.

Indemnity for Performance Contracts. The Vendor agrees to indemnify and hold harmless and defend TIPS/TAPS, its member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS/TAPS, its member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS/TAPS, its member(s), officers, employees, or agents.

Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

1.15. Multiple Vendor Awards

TIPS/TAPS reserves the right to award multiple vendor contracts for commodity categories when deemed in the best interest of the membership. Bidders scoring 80 % or above will be considered for an award. Commodity categories are established at the discretion of TIPS/TAPS.

1.16. State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

1.17. Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS/TAPS is subject to TIPS/TAPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the contract or in any other communication between TIPS/TAPS and the Vendor may be construed as a guarantee that TIPS/TAPS participants will submit any orders at any time. TIPS/TAPS reserves the right to request additional proposals for items already on contract at any time.

1.18. Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order occurs, TIPS/TAPS is to be notified within 24 hours of receipt of order.

Special Terms and Conditions

It is the intent of TIPS/TAPS to contract with a reliable, high performance vendor to supply commodities to government and educational agencies. It is the experience of TIPS/TAPS that the following procedures provide TIPS/TAPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Contracts:** All vendor purchase orders must go to the TIPS/TAPS-Region VIII ESC office at 4845 North US Hwy 271, Pittsburg, Texas 75686 or fax 866.839.8472. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS/TAPS at the address/fax above within 24 business hours and confirm its receipt with TIPS/TAPS.
- **Promotion of Contract:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS/TAPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS/TAPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
- **Daily Order Confirmation:** All contract purchase orders will be faxed twice daily from TIPS/TAPS to vendor. The vendor must confirm receipt of orders to the member (customer) within 24 business hours.
- **Vendor custom website for TIPS/TAPS:** If Vendor is hosting a custom TIPS/TAPS web site, then updated pricing must be posted by 1st of each month.
- **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request. See also Section 1.10.
- **Monthly Sales Report:** Vendor or vendor assigned dealer must submit a monthly or bimonthly sales report of all TIPS/TAPS participant purchases in the following format.

ISD/Entity name	PO#, and	PO Total Sales Amount.
Example: XYZ ISD	PO#ABC123	\$xxx.xx (order total)

Any other Special Terms and Conditions that Bidder/Vendor requests should be listed in detail for consideration by TIPS/TAPS:

Vendor Profile

1.1. Minority/Women Business Enterprise (Required by some participating governmental entities)

Vendor certifies that his firm is a M/WBE

Yes No

1.2. Certification of Residency (Required by the State of Texas)

Company submitting bid is a resident bidder.

Yes No

Vendor's principal place of business is in the city of Shawnee State of Kansas

1.3. Felony Conviction Notice (Required by the State of Texas)

My firm is, as outlined in the Instructions to Bidders:

A publicly held corporation; therefore, this reporting requirement is not applicable.

Is not owned or operated by anyone who has been convicted of a felony.

Is owned or operated by the following individual(s) who has/have been convicted of a felony:

If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

1.4. Pricing Information

1.4.1. In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. Yes No

If answer is no, attach a statement detailing how pricing for TIPS/TAPS participants would be calculated.

1.4.2. Pricing submitted includes the 2% TIPS/TAPS participation fee. Yes No

1.4.3. Vendor agrees to remit to TIPS/TAPS the required 2% participation fee. Yes No

1.4.4. Additional discounts to TIPS/TAPS members for bulk quantities? Yes No

1.5. Company billing address where the invoice for the 2% participation fee will be sent by TIPS/TAPS:

Contact person: Bryan Barkyoub, Accounts Payable

Company: SKC Communication Products, Inc.

Address: 8320 Hedge Lane Terrace

City, State, Zip: Shawnee Mission, KS 66227

Phone: (800) 882-7779 Ext. 7223

Fax: (800) 454-4752

Email: bryan.barkyoub@skccom.com

1.6. Vendor Service

1.6.1. Average shipping time after receipt of customer order is 3-5 working days.

1.6.2. Vendor currently has a government-to-business e-commerce site Yes No

1.6.3. Which description best describes your company's position in the distribution channel?

1.6.4.

Manufacturer direct

Certified education/government reseller

Authorized distributor

Manufacturer marketing thru reseller

Value-added reseller

Other _____

1.6.5. Company experience in this commodity/category. 14 Years

1.6.6. The Vendor can supply all areas of the following states currently served TIPS/TAPS:

RFP- Distance Learning Systems and Equipment Due September 6, 2012 at 3:00 p.m.

The Interlocal Purchasing System (TIPS/TAPS)

AL AK AR AZ DE CA CO DC FL GA HI ID IL IN IO KS KY LA MA MD ME MO MI MS MT NC ND NE
NJ NM NV OH OK OR PA RI SC SD TN TX UT VA VT WA WI WY

Yes No

If answer is no, please list which states can be served _____

2.6.6 The Vendor can supply all areas of the following states that may become serviced states of

TIPS/TAPS:

Yes No

CT MN NH NY WV

If answer is no, please list which states can be served _____

**** Prices are guaranteed for:** (Standard Time is "Term of Contract") Term selected will affect scoring.

_____ Month(s); or _____ Year(s); or X Term of Contract

Company and/or Product Description: (This information will appear on the TIPS/TAPS website for your company, if awarded a TIPS/TAPS contract.)

SKC designs, builds and manages video, voice and AV solutions that enable our clients to better collaborate, communicate and connect - any time and any place. We focus on ensuring you have the right communications technology to achieve your business goals now and in the future.

With offices in Dallas, Charlotte, Kansas City, Milwaukee and Omaha, and employees and clients across the country, SKC provides communication technology solutions for a large variety of clients from state and local governments to school districts, higher education institutions and Fortune 500 companies.

SKC has been providing distance learning systems on the TIPS/TAPS contract since 2006. Our core business units consist of: Plantronics headsets, Polycom and Cisco videoconferencing systems, Audio/Visual integration, Avaya IP telephony and Unified Communications, VBrick streaming solutions.

For more information, please visit SKC's website at www.skccom.com.

If applicable, vendor should list Reseller/Dealers here or provide listing as attachment to proposal.

RFP- Distance Learning Systems and Equipment Due September 6, 2012 at 3:00 p.m.

The Interlocal Purchasing System (TIPS/TAPS)

appropriate sales person. If vendor is awarded, these 2 contacts must be completely knowledgeable about the TIPS/TAPS contract. Online training by the TIPS/TAPS administration may be required of the 2 contacts listed below.

Main Contact:

Alternate Contact:

Name: Nick Hamilton

Name: John Chandler

Title: Account Executive

Title: Regional Director of Sales

Email: nick.hamilton@skccom.com

Email: john.chandler@skccom.com

Phone: (800)882-7779 Ext.2842

Phone: (800)882-7779 Ext. 2848

Fax: (800)454-4752

Fax: (800)454-4752

Mobile: (260)437-4231

Mobile: (972)7575646

Mailing

Address: 1910 Firman Drive, Ste. 120

Mailing

Address: 1910 Firman Drive, Ste. 120

City: Richardson

City: Richardson

State/Zip: Texas, 75081

State/Zip: Texas, 75081

WORDS FOR "SEARCH ENGINE" - Please list words to be posted on your company's page on the TIPS website (if you receive an award from this proposal). Words may be product names, manufacturers, or other words that are associated with the commodity award that you are submitting a proposal for. Words to be included in the Search Engine for my Company are: videoconferencing, video conferencing, distance learning, unified communications, UC, Polycom, Cisco, VBrick, streaming video, video recording, audio/visual integration

2% Contact for TIPS/TAPS Contract

Vendor must list the person who will be responsible for submitting the 2% payment and supportive documentation of sales to TIPS/TAPS on the bi-monthly reporting schedule.

Name: Tara Bergman

Position: Assistant Controller


Email: tara.bergman@skccom.com

Telephone: (800)882-7779 Ext. 7233

CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

If addenda to this RFP are released, indicate the receipt of addenda by entering the number of addenda here: _____

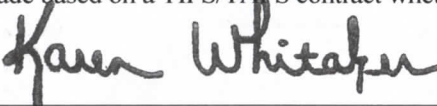
Company name SKC Communication Products, LLC
Mailing Address 8320 Hedge Lane Terrace
City/State/Zip Shawnee Mission, KS 66227
Telephone No. (800) 882-7779
Fax No. (800) 454-4752
E-mail address nick.hamilton@skccom.com
Authorized signature 
Printed name Nick Hamilton
Position with company Account Executive

Web site URL http://www.skccom.com

Accepted by The Interlocal Purchasing System:

Term of contract September 26, 2012 through September 25, 2013

Unless otherwise stated, all contracts are for a period of one year with an option to renew annually for an additional two years if agreed to by TIPS/TAPS and the awarded Vendor. Vendors shall honor the Two Percent (2%) participation fee for any sales made based on a TIPS/TAPS contract whether the Vendor is awarded a renewal or not.


TIPS/TAPS Authorized Signature

09/27/12
Date


Approved by Region VIII ESC

09/27/12
Date

References

Comal ISD

Jennifer Wivagg
1404 IH 35 North
New Braunfels, TX 78130
(830) 221-2632
Jennifer.wivagg@comalisd.org

ESC Region XI

Pat Crawford
3001 N. Freeway
Ft. Worth, TX 76106
(817) 740-3648
pcrawford@esc11.net

UT Health Science Center – School of Public Health

Derek Drawhorn
PO Box 20036
Houston, TX 77225
(713) 500-9533
derek.d.drawhorn@uth.tmc.edu

Polycom® Product Warranty Guide

Use the chart below to determine the warranty periods applicable to Polycom's Limited Warranty for products. The Terms and Conditions are listed on page two.

Product Family	Software Warranty (bug fixes only)	Hardware Warranty (return to factory repair)	Hardware Warranty (repair cycle time)
VIDEO ENDPOINTS			
HDX®	90 days	1 year	30 days
QDX™ 6000	90 days	1 year	30 days
CMA® Desktop	90 days	1 year	30 days
Video peripherals (purchased from Polycom)	90 days	1 year	30 days
VOICE			
PSTN desktop and conference phones	90 days	1 year	30 days
VoIP desktop and conference phones	90 days	1 year	30 days
Communicator products	90 days	1 year	30 days
SoundStructure™ products	90 days	1 year	30 days
Vortex products	90 days	2 years	30 days
UC INTELLIGENT CORE™			
RMX® series	90 days	1 year	30 days
RSS™ 4000, Polycom Accordent Solutions	90 days	1 year	30 days
CMA® and DMA™	90 days	1 year	30 days
VBP® security solutions	90 days	1 year	30 days
TELEPRESENCE and VERTICAL SOLUTIONS			
RPX™, OTX™, and ATX™	90 days	1 year	30 days
Custom products	90 days	1 year	30 days
Halo Series	90 days	1 year	30 days
HARDWARE UPGRADES and RMAS			
All products	90 days or balance of original product warranty period, whichever is longer.	90 days or balance of original product warranty period, whichever is longer.	

Polycom Product Warranty Guide

THE PRECEDING CHART IS A SUMMARY OF THE WARRANTY PERIODS APPLICABLE TO POLYCOM'S LIMITED WARRANTY FOR PRODUCTS. THE TERMS AND CONDITIONS APPLICABLE TO POLYCOM'S LIMITED WARRANTY ARE AS SET FORTH BELOW (AND ARE ALSO INCLUDED IN THE DOCUMENTATION PACKAGED WITH NEW POLYCOM PRODUCTS):

LIMITED WARRANTY. Polycom warrants to the end user ("Customer") that the product will be free from defects in workmanship and materials, under normal use and service, for one year, or such longer period as Polycom may announce publicly from time to time for particular products, from the date of purchase from Polycom or its authorized reseller. Polycom's sole obligation under this express warranty shall be, at Polycom's option and expense, to repair the defective product or part, deliver to Customer an equivalent product or part to replace the defective item, or if neither of the two foregoing options is reasonably available, Polycom may, in its sole discretion, refund to Customer the purchase price paid for the defective product. All products that are replaced will become the property of Polycom. Replacement products or parts may be new or reconditioned. Polycom warrants any replaced or repaired product or part for ninety (90) days from shipment, or the remainder of the initial warranty period, whichever is longer.

Products returned to Polycom must be sent prepaid and packaged appropriately for safe shipment, and it is recommended that they be insured or sent by a method that provides for tracking of the package. Responsibility for loss or damage does not transfer to Polycom until the returned item is received by Polycom. The repaired or replaced item will be shipped to Customer, at Polycom's expense, not later than thirty (30) days after Polycom receives the defective product, and Polycom will retain risk of loss or damage until the item is delivered to Customer.

EXCLUSIONS. Polycom will not be liable under this limited warranty if its testing and examination disclose that the alleged defect or malfunction in the product does not exist or results from:

- Failure to follow Polycom's installation, operation, or maintenance instructions.
- Unauthorized product modification or alteration.
- Unauthorized use of common carrier communication services accessed through the product.
- Abuse, misuse, negligent acts or omissions of Customer and persons under Customer's control; or
- Acts of third parties, acts of God, accident, fire, lighting, power surges or outages, or other hazards.

WARRANTY EXCLUSIVE. IF A POLYCOM PRODUCT DOES NOT OPERATE AS WARRANTED ABOVE, CUSTOMER'S SOLE REMEDY FOR BREACH OF THAT WARRANTY SHALL BE REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE PAID, AT POLYCOM'S OPTION. TO THE FULL EXTENT ALLOWED BY LAW, THE FOREGOING WARRANTIES AND REMEDIES ARE

EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, TERMS, OR CONDITIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES, TERMS, OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, CORRESPONDENCE WITH DESCRIPTION, AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. POLYCOM NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE OR USE OF ITS PRODUCTS.

SUPPORT & SERVICE AGREEMENTS. If you purchased your product from a Polycom Authorized Reseller, contact the Authorized Reseller for information about support and service agreements applicable to your product. For information on Polycom service, go to the Polycom web site www.polycom.com, products and services menu, or call 1-800-765-9266, outside the US call 1-408-526-9000, or your local Polycom Office, as listed on the Polycom Web site.

LIMITATION OF LIABILITY. TO THE FULL EXTENT ALLOWED BY LAW, POLYCOM EXCLUDES FOR ITSELF AND ITS SUPPLIERS ANY LIABILITY, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, LOSS OF INFORMATION OR DATA, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, PERFORMANCE, FAILURE, OR INTERRUPTION OF ITS PRODUCTS, EVEN IF POLYCOM OR ITS AUTHORIZED RESELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND LIMITS ITS LIABILITY TO REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE PAID, AT POLYCOM'S OPTION. THIS DISCLAIMER OF LIABILITY FOR DAMAGES WILL NOT BE AFFECTED IF ANY REMEDY PROVIDED HEREIN SHALL FAIL OF ITS ESSENTIAL PURPOSE.

DISCLAIMER. Some countries, states, or provinces do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages for certain products supplied to consumers, or the limitation of liability for personal injury, so the above limitations and exclusions may be limited in their application to you. When the implied warranties are not allowed to be excluded in their entirety, they will be limited to the duration of the applicable written warranty. This warranty gives you specific legal rights which may vary depending on local law.

Polycom Worldwide Headquarters
4750 Willow Road, Pleasanton, CA 94588
1.800.POLYCOM or +1.925.924.6000
www.polycom.com



Cisco 90-Day Limited Hardware Warranty Terms

The following are terms applicable to your hardware warranty. Your formal Warranty Statement, including the warranty applicable to Cisco software, appears in the *Cisco Information Packet* that accompanies your Cisco product.

Duration of Hardware Warranty: Ninety (90) Days

Replacement, Repair or Refund Procedure for Hardware: Cisco or its service center will use commercially reasonable efforts to ship a replacement part within ten (10) working days after receipt of the RMA request. Actual delivery times may vary depending on Customer location.

Cisco reserves the right to refund the purchase price as its exclusive warranty remedy.

To Receive a Return Materials Authorization (RMA) Number: Please contact the party from whom you purchased the product. If you purchased the product directly from Cisco, contact your Cisco Sales and Service Representative.

Complete the form below and keep for ready reference.

Product purchased from:	
Their telephone number:	
Product Model and Serial number:	
Maintenance Contract number:	

Product warranty terms and other information applicable to Cisco products are available at the following URL:

<http://www.cisco.com/go/warranty>

Consult the above website or your Cisco Sales and Service Representative for a complete listing of Cisco products and applicable warranties.

78-5236-01D0



VBrick Technical Support Services

VBrick delivers the industry's most comprehensive Technical Support Services. VBrick's offerings are tailored to provide **total product support**, including Hardware Warranty, Software Upgrades, and Product Support. Delivered in conjunction with our partners, and coupled with VBrick's world renowned product reliability, VBrick's Technical Support Services ensure your video infrastructure is always up and running – increasing your ROI.



Capabilities

VBrick's Gold, Gold Plus, and Platinum support offerings provide choices regarding the level of support that is appropriate to achieve your objectives. All VBrick products come with the first year of Gold support included, ensuring successful implementations and ongoing peace of mind. For those customers requiring advanced levels of support, our Platinum services offer increased response times to support your mission-critical applications.

Hardware Warranty – VBrick products are covered in the rare case of hardware failure. Standard RMA policies get you back up in running in a matter of days for Gold and Gold Plus. VBrick's Platinum support offers next day RMA service.

Software Upgrades – Customers are entitled to free software upgrades for minor feature releases and patches with the Gold offering. Gold Plus and Platinum customers are also entitled to free upgrades to major releases, ensuring the latest and greatest product functionality, while providing significant cost savings when compared to purchasing software upgrades.

Product Support – VBrick provides multiple tiers of product support to our customers, allowing you to utilize the quickest method that resolves your issue. These include:

- E-mail Support (in conjunction with our Channel Partners)
- Web-based Knowledgebase
- Product Documentation
- Online Video Training
- Remote Equipment Access (with customer permission)
- Telephone Support (in conjunction with our Channel Partners)
- After Hours Priority Telephone Response (Platinum only)
- Onsite Support Escalation (Reduced price - Platinum only)

Benefits

- **Customer Satisfaction** – Ensuring reliable delivery of high quality video and a satisfying experience to all users on your network
- **Investment Protection** – Ensuring successful installation of your video solution and guaranteeing that the introduction of video will not impact other mission-critical applications running over your network
- **Cost Savings** – Rapid deployment allows the economic benefits of your video solution to be realized earlier for a faster return on your investment
- **Peace of Mind** – Knowing that you are backed by a world-class support organization that is dedicated to rapid issue resolution

VBrick Technical Support Services Offerings

VBrick's Gold, Gold Plus, and Platinum support offerings provide choices regarding the level of support that is appropriate to achieve your objectives. All VBrick products come with the first year of Gold support included, ensuring successful implementations and ongoing peace of mind. For those customers requiring advanced levels of support, our Platinum services offer increased response times to support your mission-critical applications. Extended service offerings are available on a per-year basis, or multi-year packages can be purchased at a significant discount.

VBrick has structured our support offerings to provide you with the skills and expertise you need to assure the investment you make today will meet your immediate needs and evolve as your video communication needs grow.

Services Offerings	Gold	Gold Plus	Platinum
Hardware Warranty			
- Standard RMA (guaranteed five-day turnaround after receipt)	Yes	Yes	Yes
- Next day RMA ¹			
Software Upgrades			
- Minor releases and patches	Yes		
- Minor releases, patches, and major releases ²		Yes	Yes
Product Support³			
- Level 3 E-mail support (Response within 24 business hours)	Yes	Yes	
- Level 3 E-mail support (Response within 4 business hours)			Yes
- Level 3 Telephone Support 8:30 am – 7 pm US Eastern (Mon to Thurs)	Yes	Yes	Yes (priority response)
- Level 3 Telephone Support 8:30 am – 5:30 pm US Eastern (Friday)	Yes	Yes	Yes (priority response)
- After hours priority number (Level 3 only. 4 hour response time)			Yes
- Web-based knowledgebase	Yes	Yes	Yes
- Onsite support - reduced price (Level 3 only) ⁴			Yes

¹ Next day RMA available to all US locations. International RMAs will be shipped the fastest method possible. VBrick is not responsible for delays due to Customs.

² A major release is defined as an upgrade that changes the number to the left of the first decimal point. For example, a 4.x to a 5.x. A minor release is defined as an upgrade that changes the number to the right of the first decimal point. For example, an upgrade for 4.2 to 4.4.

³ Customers who purchase through a certified VBrick Channel Partner - either a VBrick Network Certified Partner (VNCP) or a VBrick Solution Partner (VSP) - should first contact their Channel Partner for Level 1 support (in the case of VSPs) or Level 1 and 2 support (in the case of VNCPs). VBrick will support the customer in conjunction with the Partner.

⁴ Customer is responsible for a modest per-day charge and travel and expenses.

