END USER LICENSE AGREEMENT FOR POLYCOM® SOFTWARE

IMPORTANT-READ CAREFULLY BEFORE USING THE SOFTWARE: This End-User License Agreement ("Agreement") is a legal agreement between you and/or any company you represent, "you" and either Polycom (Netherlands) B.V. (if you are located in Europe, Middle East, or Africa), Polycom Asia Pacific PTE Ltd. (if you are located in Asia Pacific), or Polycom, Inc. (if you are located in the rest of the world) (each referred to individually and collectively herein as "POLYCOM"), for the SOFTWARE PRODUCT (as defined below) licensed by POLYCOM or its suppliers.

Unless otherwise agreed in writing by POLYCOM, by accepting these terms or by installing, downloading, copying, or otherwise using the SOFTWARE PRODUCT, you agree to be and will be bound by the terms of this Agreement as a condition of your license and the terms and conditions of this Agreement will prevail over any inconsistent, conflicting, additional or preprinted terms. If you do not agree to the terms of this Agreement, your use is prohibited and you may not install or use the SOFTWARE PRODUCT.

The SOFTWARE PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE PRODUCT is licensed (not sold) to you, and its use is subject to the terms of this Agreement. This is NOT a sale contract.

DEFINITIONS

"SOFTWARE PRODUCT" means computer software, including any software updates or upgrades thereto, and associated media, printed materials, and "online" or electronic documentation identified on an AUTHORIZED PURCHASE ORDER.

"CONCURRENT USER" is a type of license and means the number of personal devices, endpoints, applications or any other authorized means of access that may concurrently use or access the SOFTWARE PRODUCT or one or more of the RealPresence® Clariti™ SOFTWARE PRODUCT components.

"DEVICE" means the POLYCOM hardware product with which the SOFTWARE PRODUCT is supplied or, if this SOFTWARE PRODUCT is delivered as software only, on a device (including but not limited to minimum hardware or software requirements) outlined in the SOFTWARE PRODUCT supporting documentation.

"AUTHORIZED PURCHASE ORDER" means an ordering document describing the type, duration and number of SOFTWARE PRODUCT licenses ordered by you through, and accepted by, an AUTHORIZED SELLER.

"AUTHORIZED SELLER" means POLYCOM or any of POLYCOM's distributors, resellers or other business partners authorized to resell POLYCOM products.

"LICENSE ACTIVATION" means the date you enter the license key provided to you by an AUTHORIZED SELLER.

I. DEMONSTRATION/LABORATORY/DEVELOPER LICENSE

If you have received the SOFTWARE PRODUCT for purposes of evaluation ("Demonstration") or you have purchased a Laboratory or Developer License then this SOFTWARE PRODUCT is licensed to you per the terms set forth below.

A. **Demonstration License**.
   License Grant. Subject to the terms of this Demonstration License, POLYCOM grants you a limited, non-exclusive, non-transferable license, to install and use, on a DEVICE, the number and type of SOFTWARE PRODUCT licenses listed in your AUTHORIZED PURCHASE ORDER solely to evaluate its suitability for your personal or internal business requirements.

   Demonstration Period. Your Demonstration License is limited to sixty (60) calendar days from LICENSE ACTIVATION ("DEMONSTRATION PERIOD").

   Limited Use Software. Portions of the full-use version of the SOFTWARE PRODUCT may be restricted. Full use of the SOFTWARE PRODUCT may be provided when a Standard Use or Subscription license key is purchased. If you have entered data into the SOFTWARE PRODUCT during the DEMONSTRATION PERIOD and your DEMONSTRATION PERIOD ends, you may not have access to your data. POLYCOM accepts no liability for any lost data due to an expiring Demonstration License.

B. **Laboratory and Developer License**.
<u>License Grant</u>. Subject to the terms of this Laboratory and Developer License, POLYCOM grants you a limited, non-exclusive, non-transferable license to install and use, on a DEVICE, the number and type of SOFTWARE PRODUCT licenses listed in your AUTHORIZED PURCHASE ORDER solely to use and test the SOFTWARE PRODUCT in a non-production, evaluation, and personal or internal business environment.

<u>Laboratory and Developer License Period</u>. Your Laboratory and Developer License begins upon LICENSE ACTIVATION and ends after the duration listed in your AUTHORIZED PURCHASE ORDER ("LABORATORY AND DEVELOPER LICENSE PERIOD").

C. **Disclaimer of Warranty**. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE SOFTWARE PRODUCT IS PROVIDED ONLY FOR EVALUATION PURPOSES ON AN "AS IS" BASIS. POLYCOM EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS INCLUDING THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

D. **Additional Terms**. The following additional terms of the Agreement shall also apply to this Demonstration/Laboratory/Developer License: Sections IV. 1 (Restrictions), IV. 2 (Other Rights and Limitations), IV. 4 (Term, Termination and Survival), IV. 7 (Limitation of Liability), IV. 8 (Indemnity), IV. 9 (Disclaimer), IV. 10 (Export Controls), and IV. 11 (Miscellaneous).

II. SUBSCRIPTION/TERM LICENSE

If you have purchased a Subscription License then this SOFTWARE PRODUCT is licensed to you per the terms set forth below.

A. **Grant of License**. Subject to the terms of this Agreement, and during the SUBSCRIPTION PERIOD, POLYCOM grants to you a non-exclusive, non-transferable (except as set forth herein) license to install and use, on a DEVICE, for personal or internal business purposes the number and type of SOFTWARE PRODUCT licenses listed in your AUTHORIZED PURCHASE ORDER .

B. **RealPresence One™ Definitions**.

"BURST" means a limited duration license, listed in your AUTHORIZED PURCHASE ORDER , allowing you to temporarily increase the number of SOFTWARE PRODUCT CONCURRENT CONNECTIONS licensed by you in your purchase order.

"CONCURRENT CONNECTION" means a single audio or video communication endpoint in a multipoint conference call. A CONCURRENT CONNECTION is either a Standard Connection or a Universal Connection as those are defined in the SOFTWARE PRODUCT solution documentation. POINT TO POINT calls are not considered CONCURRENT CONNECTIONS and do not require a separate license.

"GUEST" means a third party conference call participant invited to a conference call by a USER and who does not fit the definition of USER. GUESTS may not create or manage meetings on behalf of your company.

"POINT TO POINT CALLS" means any call made directly between no more than two users on compatible devices that does not utilize POLYCOM's multipoint bridging technology. POINT TO POINT CALLS may not have all of the same features and capabilities of a call made using a CONCURRENT CONNECTION.

"SUBSCRIPTION PERIOD" means the period of time you have licensed the SOFTWARE PRODUCT, beginning upon LICENSE ACTIVATION and ending after the duration listed in your AUTHORIZED PURCHASE ORDER.

"USER" means one individual employee, consultant, contractor, agent or student or one video conferencing device not assigned to a unique individual, within your company or legally recognized entity that is authorized by you to directly or indirectly use the SOFTWARE PRODUCT and to whom you have assigned a unique SOFTWARE PRODUCT user identification and password. A USER license is for an individual or single video conferencing device USER only and cannot be shared or used by more than one individual or multiple video conferencing devices not assigned to a unique individual. USER licenses may be reassigned to new USERs. You are not required to purchase a USER license for GUESTS; however, GUESTS do consume a CONCURRENT CONNECTION license.

C. **Additional Terms**. Except for Section I & III, all of the terms of this Agreement shall also apply to this Subscription License.

III. STANDARD USE/PERPETUAL LICENSE

If you have purchased a Standard Use License then this SOFTWARE PRODUCT is licensed to you per the terms set forth below.

A. **Grant of License**. Subject to the terms of this Agreement, POLYCOM grants to you a non-exclusive, non-transferable (except as set forth herein), perpetual (unless otherwise terminated per the terms of this Agreement) license to install and use, on a DEVICE, for personal or internal business purposes the number and type of SOFTWARE PRODUCT licenses listed in your AUTHORIZED PURCHASE ORDER.

B. **Additional Terms**. Except for Sections I & II, all of the terms of this Agreement shall also apply to this Standard Use License.

IV. ADDITIONAL TERMS AND CONDITIONS

1. Restrictions

1.1   You may use the SOFTWARE PRODUCT pursuant to the license grant above and subject to the following terms and the proprietary notices in the SOFTWARE PRODUCT or on the media upon which the SOFTWARE PRODUCT is provided. You are not permitted to lease, rent, distribute, assign, sell or sublicense the SOFTWARE PRODUCT, in whole or in part, or to use the SOFTWARE PRODUCT in a time-sharing, subscription service, service bureau, hosting or outsourcing arrangement or in any other unauthorized manner. Further, no license is granted to you in the human readable code of the SOFTWARE PRODUCT (source code). Except as expressly provided below, this License Agreement does not grant you any rights to patents, copyrights, trade secrets, trademarks, or any other rights in the SOFTWARE PRODUCT. You are solely responsible for use of the SOFTWARE PRODUCT by your agents, contractors, outsourcers, customers and suppliers and their compliance with this Agreement.

1.2   You may not reverse engineer, decompile, modify or disassemble the SOFTWARE PRODUCT or otherwise reduce the SOFTWARE PRODUCT to human-perceivable form in whole or in part, except and only to the extent that such activity is expressly permitted by a third party license or applicable laws (in any instance where the law permits any such action, you agree to provide POLYCOM at least ninety (90) days advance written notice of your belief that such action is warranted and permitted and to provide POLYCOM with an opportunity to evaluate if the law's requirements necessitate such action). The foregoing includes but is not limited to review of data structures or similar materials produced by SOFTWARE PRODUCT. The SOFTWARE PRODUCT is licensed as a single product. Its component parts may not be separated for use on more than one DEVICE. You may not use the SOFTWARE PRODUCT for any illegal purpose or conduct.

1.3   You may not modify, translate or create derivative works of the SOFTWARE PRODUCT.

1.4   You may not remove or obscure any proprietary notices, identification, label or trademarks on or in the SOFTWARE PRODUCT or the supporting documentation.

2. Other Rights and Limitations

2.1   **Back-up**. Except as expressly provided for under this Agreement you may not copy the SOFTWARE PRODUCT; except, however, during the term of this Agreement you may keep or POLYCOM may provide one copy of the SOFTWARE PRODUCT and, if applicable, one copy of any previous version, for back-up purposes, only to be used in the event of and during a failure of the original. All copies of the SOFTWARE PRODUCT must be marked with the proprietary notices provided on the original SOFTWARE PRODUCT. You may not reproduce the supporting documentation accompanying the SOFTWARE PRODUCT.

2.2   **Software Transfer**. If you have purchased a Standard Use license, you may permanently transfer all of your rights under this Agreement, solely in connection with transfer of the DEVICE, if applicable, provided you retain no copies, you transfer all of the SOFTWARE PRODUCT (including the media and printed materials, any upgrades or updates, and this Agreement), and the recipient agrees to the terms of this Agreement. If the SOFTWARE PRODUCT is an upgrade or update, any transfer must include all prior versions of the SOFTWARE PRODUCT. However, if the SOFTWARE PRODUCT is marked "Not for Resale" or "NFR", you may not resell it or otherwise transfer it for value.

2.3 **Copyright**. All title and copyrights in and to the SOFTWARE PRODUCT (including but not limited to any images, photographs, animations, video, audio, music, text, programs and "applets" incorporated into the SOFTWARE PRODUCT), the accompanying printed materials, and any copies of the SOFTWARE PRODUCT are owned by POLYCOM or its suppliers. Title, ownership rights, and intellectual property rights in the SOFTWARE PRODUCT shall remain in POLYCOM or its suppliers. Title and related rights in the content accessed through the SOFTWARE PRODUCT is the property of such content owner and may be protected by applicable law. This Agreement gives you no rights in such content.

2.4 **Confidentiality**. The SOFTWARE PRODUCT contains valuable proprietary information and trade secrets of POLYCOM and its suppliers that remain the property of POLYCOM. You shall protect the confidentiality of, and avoid disclosure and unauthorized use of, the SOFTWARE PRODUCT.

2.5 **Information**. Using the SOFTWARE PRODUCT means you consent to the SOFTWARE PRODUCT's transmission of device information (including but not limited to technical information about your device such as logs, statistics, device states, and IP addresses) to POLYCOM and/or POLYCOM partners. POLYCOM may use such device information, along with all technical information you provide to POLYCOM as part of your use of SOFTWARE PRODUCT or SUPPORT SERVICES, for its business purposes in accordance with POLYCOM's Privacy Policy located at http://www.polycom.com/company/privacy-policy.html. POLYCOM has no obligation to store your data or information and POLYCOM shall not be liable for any data loss.

2.6 **Dual-Media Software**. You may receive the SOFTWARE PRODUCT in more than one medium. Regardless of the type or size of medium you receive, you may use only one medium that is appropriate for your DEVICE. You may not use or install the other medium on another DEVICE.

2.7 **Reservation of Rights**. POLYCOM and its suppliers reserve all rights in the SOFTWARE PRODUCT not expressly granted to you in this Agreement.

2.8 **Additional Obligations**. You are responsible for all equipment and any third party fees (such as carrier charges, internet fees, or provider or airtime charges) necessary to access the SOFTWARE PRODUCT.

2.9 **Installation**. You acknowledge that installation of the SOFTWARE PRODUCT and, as applicable, use of additional software features may involve a license key that may restrict installation of the SOFTWARE PRODUCT to the SOFTWARE PRODUCT licensed. POLYCOM may also embed algorithms in the SOFTWARE PRODUCT that periodically compare the SOFTWARE PRODUCT licenses enabled against the SOFTWARE PRODUCT licensed. You further acknowledge that the SOFTWARE PRODUCT requires activation on initial installation of the SOFTWARE PRODUCT and future events including, but not limited to, updates and changes to your hardware on which the SOFTWARE PRODUCT is installed. You acknowledge that the license key and internal controls in the SOFTWARE PRODUCT may not restrict usage to the licensed amounts and do not ensure compliance with this Agreement.

3. Support Services

POLYCOM may provide you with support services, including support services related to the provisioning and availability of SOFTWARE PRODUCT updates and upgrades, related to the SOFTWARE PRODUCT ("SUPPORT SERVICES"). Unless otherwise agreed in writing by POLYCOM, Use of SUPPORT SERVICES and any supplemental software code provided to you as part of the SUPPORT SERVICES is governed by the terms and conditions of POLYCOM's Worldwide Service Program for End User Customers and the applicable Service Description.

4. Term, Termination and Survival

This Agreement is in effect from the date of download of the SOFTWARE PRODUCT through the period in the applicable license grant as set forth above. This Agreement will terminate automatically if you fail to comply with any of the terms and conditions of this Agreement. POLYCOM shall have the right to audit your use of the SOFTWARE PRODUCT in conjunction with this Agreement, and you will provide reasonable assistance for this purpose. In the event of any termination, you must cease use of the SOFTWARE PRODUCT, and destroy all copies of the SOFTWARE PRODUCT and all of its component parts. You may terminate this Agreement at any time by destroying the SOFTWARE PRODUCT and all of its component parts. Termination of this Agreement shall not prevent POLYCOM or its suppliers from claiming any further damages. If you do not comply with any of the above restrictions, this license will terminate and you will be liable to POLYCOM and its suppliers for damages or losses

caused by your non-compliance. The waiver by POLYCOM of a specific breach or default shall not constitute the waiver of any subsequent breach or default.

The following provisions shall survive the expiration or termination of this Agreement: Sections IV.1 (Restrictions), IV.2 (Other Rights and Limitations), IV.5 (Term, Termination and Survival), IV.7 (Limitation of Liability), IV.8 (Indemnity), IV.9 (Disclaimer), IV.10 (Export Controls), and IV.11 (Miscellaneous).

5. Upgrades

If the SOFTWARE PRODUCT is labeled as an upgrade or update, you must be properly licensed to use the software identified by POLYCOM as being eligible for the upgrade or update in order to use the SOFTWARE PRODUCT. A SOFTWARE PRODUCT labeled as an upgrade or update replaces and/or supplements the software that formed the basis for your eligibility for the upgrade or update. You may use the resulting upgraded/updated SOFTWARE PRODUCT only in accordance with the terms of this Agreement. If the SOFTWARE PRODUCT is an upgrade or update of a component of a package of software programs that you licensed as a single product, the SOFTWARE PRODUCT may be used and transferred only as part of that single SOFTWARE PRODUCT package and may not be separated for use on more than one DEVICE.

6. Warranty and Warranty Exclusions

6.1 **Limited Warranty**. Except as otherwise set forth in a Third Party License or in third party license terms set forth below, POLYCOM warrants that (a) the SOFTWARE PRODUCT will perform substantially in accordance with the accompanying documentation for a period of ninety (90) days from the date of shipment by POLYCOM or the SOFTWARE PRODUCT is initially downloaded by you, as applicable, and (b) any SUPPORT SERVICES provided by POLYCOM shall be substantially as described in applicable written materials provided to you by POLYCOM. This warranty is valid only for the original purchaser. POLYCOM DOES NOT WARRANT THAT YOUR USE OF THE SOFTWARE PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL DEFECTS IN THE SOFTWARE PRODUCT WILL BE CORRECTED. YOU ASSUME FULL RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE PRODUCT TO ACHIEVE YOUR INTENDED RESULTS AND FOR THE INSTALLATION, USE AND RESULTS OBTAINED FROM THE SOFTWARE PRODUCT. IF THE SOFTWARE PRODUCT DOES NOT OPERATE AS WARRANTED ABOVE, POLYCOM'S SOLE OBLIGATION UNDER THIS EXPRESS WARRANTY SHALL BE, AT POLYCOM'S OPTION AND EXPENSE, TO REPAIR OR REPLACE THE DEFECTIVE SOFTWARE, OR IF NEITHER OF THE TWO FOREGOING OPTIONS IS REASONABLY AVAILABLE, POLYCOM MAY, IN ITS SOLE DISCRETION REFUND TO YOU THE PURCHASE PRICE PAID FOR THE DEFECTIVE PRODUCT. Any replacement SOFTWARE PRODUCT will substantially conform to the accompanying documentation and be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

6.2 **Warranties Exclusive**. 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 THE SOFTWARE PRODUCT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM POLYCOM OR THROUGH OR FROM THE SOFTWARE PRODUCT SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

NEITHER POLYCOM NOR ITS SUPPLIERS SHALL BE LIABLE UNDER THIS WARRANTY IF ITS TESTING AND EXAMINATION DISCLOSE THAT THE ALLEGED DEFECT OR MALFUNCTION IN THE SOFTWARE PRODUCT DOES NOT EXIST OR WAS CAUSED BY YOUR OR ANY THIRD PARTY'S MISUSE, NEGLECT, IMPROPER INSTALLATION OR TESTING, UNAUTHORIZED ATTEMPTS TO MODIFY THE SOFTWARE PRODUCT, OR ANY OTHER CAUSE BEYOND THE RANGE OF THE INTENDED USE, OR BY ACCIDENT, FIRE, LIGHTNING, POWER CUTS OR OUTAGES, OTHER HAZARDS, OR ACTS OF GOD.

7. Limitation of Liability

YOUR USE OF THE SOFTWARE PRODUCT IS AT YOUR SOLE RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF THE SOFTWARE PRODUCT. TO THE MAXIMUM EXTENT PERMITTED BY

APPLICABLE LAW, IN NO EVENT SHALL POLYCOM OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS PROFITS OR REVENUE; BUSINESS INTERRUPTION OR WORK STOPPAGE; COMPUTER FAILURE OR MALFUNCTION; LOSS OF BUSINESS INFORMATION, DATA OR DATA USE; LOSS OF GOODWILL; OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF POLYCOM OR ITS SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL POLYCOM'S SUPPLIERS BE LIABLE FOR ANY DIRECT DAMAGES WHATSOEVER ARISING OUT OF THE USE OR THE INABILITY TO USE THE SOFTWARE PRODUCT. IN ANY CASE, POLYCOM'S ENTIRE LIABILITY SHALL BE LIMITED TO THE GREATER OF THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE PRODUCT OR U.S. $1.00. NOTWITHSTANDING THE TERMS OF THIS SECTION 7, IF YOU HAVE ENTERED INTO A POLYCOM SUPPORT SERVICES AGREEMENT, POLYCOM'S ENTIRE LIABILITY REGARDING SUPPORT SERVICES SHALL BE GOVERNED BY THE TERMS OF THAT AGREEMENT.

8. Indemnity

You agree to indemnify and hold harmless POLYCOM and its subsidiaries, affiliates, officers, agents, co-branders, customers, suppliers or other partners, and employees, from any loss, claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the SOFTWARE PRODUCT, your connection to the SOFTWARE PRODUCT, or your violation of the Terms.

9. Disclaimers

9.1   **Local Laws**. 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 death or 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 due to local law, they will be limited to the duration of the applicable warranty.

9.2   **Quality**. POLYCOM cannot guarantee that the SOFTWARE PRODUCT will always function without disruptions, delay or errors. A number of factors may impact the quality of your communications and use of the SOFTWARE PRODUCT, and may result in the failure of your communications including but not limited to: your local network, firewall, your internet service provider, the public internet, the public switched telephone network and your power supply. POLYCOM takes no responsibility for any disruption, interruption or delay caused by any failure of or inadequacy in any of these items or any other items over which we have no control.

9.3   **High Risk Use**. The SOFTWARE PRODUCT is not fault-tolerant and is not designed or intended for use in hazardous environments requiring fail-safe performance or any application in which the failure of the SOFTWARE PRODUCT could lead directly to death, personal injury, or severe physical or property damage (collectively, "High Risk Use"). Because the SOFTWARE PRODUCT is not guaranteed to function without disruptions, delay or errors (see section 9.2, above), the SOFTWARE PRODUCT should never be utilized as the sole means of communication in High Risk Use. You assume full responsibility for the selection of the SOFTWARE PRODUCT for High Risk Use. POLYCOM AND ITS SUPPLIERS EXPRESSLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK USE.

10. Export Controls

You acknowledge that the SOFTWARE PRODUCT may be subject to export and/or import laws and regulations of various countries, including but not limited to the US Export Administration Regulations, restricting the download, transfer, reexport, sale and import of the SOFTWARE PRODUCT to certain countries and persons. You further acknowledge that the SOFTWARE PRODUCT may include encryption/decryption features subject to licensing restrictions under US and other applicable laws for export, re-export, import or in-country transfer. You shall fully comply with all applicable export license restrictions and requirements as well as with all laws and regulations relating to the importation of the SOFTWARE PRODUCT, in the United States and in any foreign jurisdiction into which the SOFTWARE PRODUCT is downloaded or used. Without limiting the foregoing, the SOFTWARE PRODUCT may not be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of, other than a national lawfully admitted for permanent residence in third-countries) Cuba, Iran, North Korea, Sudan, Syria or any other country against which the U.S. maintains comprehensive country-wide sanctions from time to time; (ii) any end user known, or having reason to be known, will utilize them in the design, development or production of nuclear, chemical or biological weapons; or (iii) to any restricted party identified on the U.S. Treasury Department's list of Specially Designated Nationals, the U.S. Commerce Department's Denied Persons List, Entity

List or Unverified List as in force from time to time (see: http://www.bis.doc.gov/complianceandenforcement/liststocheck.htm). By downloading or using the SOFTWARE PRODUCT, you are agreeing to the foregoing and you are representing and warranting that you are not located in, under the control of, acting on behalf of, or a national or resident of any such country or on any such list. If you obtained this SOFTWARE PRODUCT outside of the United States, you are also agreeing that you will not export or re-export it in violation of the laws of the country in which it was obtained including but not limited to export and sanctions laws.

11. Miscellaneous

11.1   **Governing Law**. This Agreement shall be governed by the laws of the State of California, without reference to conflict of laws principles and any disputes will be subject to the exclusive jurisdiction of the Superior Court of Santa Clara County and/or the United States District Court for the Northern District of California. The losing party in any dispute will pay all court costs and legal fees finally awarded. . The United Nations Convention on Contracts for the International Sale of Goods (1980) and the Uniform Computer Information Transactions Act (UCITA) are hereby excluded in their entirety from application to this Agreement.

11.2   **Entire Agreement**. This Agreement represents the complete agreement concerning the SOFTWARE PRODUCT and may be amended only by a writing executed by both parties. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable.

11.3   **Contact**. If you have any questions concerning this Agreement, or if you desire to contact POLYCOM for any reason, please contact the POLYCOM office serving your country.

11.4   **U.S. Government Restricted Rights**. The software and documentation provided by POLYCOM pursuant to this Agreement are "Commercial Items," as the term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §§227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are licensed to United States Government end users (1) only as Commercial Items and (2) with only those rights as are granted to all other users pursuant to the terms of this Agreement.

11.5   **Third Party Software**. The SOFTWARE PRODUCT may be distributed with software governed by licenses from third parties ("Third Party Software" and "Third Party License"). Any Third Party Software is licensed to you subject to the terms and conditions of this Agreement, notwithstanding anything to the contrary in this Agreement, the corresponding Third Party License. More information on Third Party Licenses terms applicable to the SOFTWARE PRODUCT can be found in the documentation for each SOFTWARE PRODUCT and at http://documents.polycom.com/indexes/licenses. POLYCOM makes no separate representation or warranty concerning Third Party Software and shall have no obligation or liability with respect to Third Party Software. If the Third Party Licenses include licenses that provide for the availability of source code and the corresponding source code is not included with the SOFTWARE PRODUCT, then check the documentation supplied with each SOFTWARE PRODUCT to learn how to obtain such source code.

11.6   **Translations**. This Agreement may have been translated into various languages for the convenience of POLYCOM's customers. While the translation is correct to the best of POLYCOM's knowledge, POLYCOM is not responsible or liable in the event of an inaccuracy. English is the controlling language of this Agreement, and any translation has been prepared for you as a courtesy only. In the event of a conflict between the English-language version of this Agreement and a version that has been translated into another language, the English-language version of this Agreement shall control.

11.7   **Application Programming Interfaces (API)**. To the extent the SOFTWARE PRODUCT includes APIs, you agree that your access and use of the APIs will be governed by the terms of the current "Application Programming Interfaces License Agreement" located at www.support.polycom.com.

BY INSTALLING, COPYING, OR OTHERWISE USING THIS SOFTWARE PRODUCT YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.