Documentation in all supported languages is available from the Customer Support page of www.lifesize.com.

Dokumentacja we wszystkich obsługiwanych językach dostępna jest na stronie obsługi klienta www.lifesize.com.

Dokumentation in allen unterstützten Sprachen ist auf der Kundendienstseite unter www.lifesize.com verfügbar.

En la sección de Atención al cliente de www.lifesize.com encontrará la documentación en todos los idiomas disponibles.

Une documentation, traduite dans toutes les langues prises en charge, est disponible sur la page de l'assistance clientèle à www.lifesize.com.
La documentazione nelle lingue supportate è disponibile sulla pagina Assistenza Clienti di www.lifesize.com.
Dokumentasjon på alle språk som støttes kan fås på kundestøttenettstedet www.lifesize.com.
Documentação do produto nos idiomas em que ele é produzido pode ser obtida na página de Atendimento ao Cliente, no site www.lifesize.com.

Документацию на всех поддерживаемых языках можно получить с веб-страницы «Помощь клиентам» по адресу: www.lifesize.com.
Dokumentation på alla språk som stöds finns på sidan för kundsupport hos www.lifesize.com.
请浏览 www.lifesize.com 网站的"客户支持" (Customer Support) 页面查询其它语种版本的文献资料。

www.lifesize.com 網站「客戶服務部」頁面提供所有支援語言的說明文件。

サポートされている全言語のマニュアルは、www.lifesize.com のカスタマ
サポートからダウンロードできます。

지원되는 언어로 번역된 문서를 www.lifesize.com의 고객 지원 페이지에서 제공하고 있습니다.

Dokumentaatio kaikilla tuetuilla kielillä on saatavilla www.lifesize.com asiakastukisivulla.

END USER LICENSE AGREEMENT FOR LIFESIZE PRODUCTS

IMPORTANT – READ CAREFULLY

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING OR INSTALLING THIS PRODUCT.
This End-User License Agreement (this "Agreement") is a legal contract between you, on behalf of yourself and any entity for which you have obtained the product identified above (collectively "Licensee") and Logitech Europe S.A. ("Logitech") for the product identified above which includes computer software and, as applicable associated data, media, printed documentation provided in "online" or electronic form (collectively, the "Software") and any items of hardware which are delivered to the Licensee with the software preinstalled ("Hardware") (Collectively "Product"). Logitech, and/or its affiliates, licensors, and assignees own all proprietary right and title, including copyrights in and to the Software and all copies thereof (including without limitation all images, video and audio text incorporated into the Software) and accompanying media and printed materials, which are protected by the U.S. Copyright and International treaties. The copying of the Software or any portion thereof is strictly prohibited by these laws and treaty provisions.

BY OPENING THE SEALED SOFTWARE PACKAGES, BY USING OR INSTALLING ANY PART OF THE PRODUCT OR BY FILLING IN THE USER INFORMATION AND CLICKING THE BUTTON MARKED "I ACCEPT", YOU INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, INCLUDING THE WARRANTY DISCLAIMERS, LIMITATIONS OF LIABILITY AND TERMINATION PROVISIONS BELOW. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, CLICK THE "DO NOT ACCEPT" BUTTON AND DO NOT INSTALL THIS PRODUCT AND RETURN THE DISK PACKAGE AND ACCOMPANYING ITEMS (INCLUDING PRINTED MATERIALS AND BINDERS) TO THE PLACE YOU OBTAINED THEM FROM WITHIN (10) TEN DAYS OF RECEIPT.

For patents covering Logitech® products, refer to http://www.lifesize.com/legal.

License Terms

1. **USE.**

1.1 Upon your acceptance of the terms of this Agreement, Logitech hereby grants to Licensee a limited, personal, non transferable, non exclusive right to use the Product for internal business or personal purposes only. Licensee is entitled to use the Software only on the Hardware on which it was preinstalled and only in accordance with the end user documentation provided by Logitech. The recording, playback and download features of the Product are intended only for internal use and use with public domain or properly licensed content and content creation tools. Licensee may require a third party license to create, copy, download, transfer, transmit, distribute to a third party, record or save third-party media or content files for playback. All rights not expressly licensed to Licensee in this Agreement are reserved by Logitech.

1.2 Licensee acknowledges that the Software is the exclusive property of Logitech and its licensors and contains valuable trade secrets. Licensee agrees to maintain the Software in strict confidence pursuant to the terms of this Agreement. Licensee agrees that any failure by Licensee to maintain the Software in strict confidence will cause Logitech irreparable injury and thus Logitech shall be entitled to equitable relief without a need to demonstrate irreparable injury or to post a bond.

2. **LIMITATIONS.** Licensee may not rent, lease or lend the Software or any portion thereof, or allow others to develop methods to use the Product, or rent the Product, or use the Product to provide services to third parties. Licensee may not transfer any or all of the rights under this Agreement or give access to a license key to any third person not a party to this Agreement. Licensee acknowledges that the Product is sold as a single item and neither the Software installed on the Product, nor any subsequent upgrades, may be separated for use by the Licensee. Licensee may not reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of, or create derivative works from the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. Licensee may not incorporate the Software into any other software or software related product. Licensee may not perform any benchmark tests without Logitech's prior written consent and also agrees not to publish any results of benchmark tests run on the Product to a third party without such consent.

3. **MAINTENANCE**. Logitech or an authorized Logitech reseller may provide Licensee with maintenance services related to the Product beyond the initial warranty period specified in Section 6.1 for an additional fee.

4. **TITLE**. Title to the Hardware under this Agreement shall vest in the Licensee upon full payment to seller. Until full payment has occurred, Licensee shall not be entitled to sell, transfer, assign or otherwise deal in or encumber the Hardware. Any such transferee agrees to become the assignee of the License under the terms herein.

5. **RISK OF LOSS**. Risk of loss with respect to Hardware purchased under this Agreement shall pass to Licensee upon delivery to the carrier at F.O.B. Logitech's loading dock.

6. **WARRANTY**

6.1 **LIMITED WARRANTY.**

6.1.1 **Software.** Logitech warrants that the Software will substantially conform to Logitech's published specifications for ninety (90) days from the date of shipment to the original Licensee by Logitech or an authorized Logitech reseller. Logitech does not provide any warranty whatsoever to any user of the Software subsequent to the original Licensee. Logitech does not warrant that the Software will be error-free or operate without interruption. Logitech or an authorized Logitech reseller will supply, free of charge, updates, patches, bug-fixes or replacements of the Software as necessary to correct errors or malfunctions in the Software during the Software warranty period. Any replacement will be warranted from the remainder of the original warranty or (30) thirty days, whichever is longer. This warranty shall not apply to: defects other than those which result from the Software materially failing to meet Logitech's published specifications; defects related to misuse, neglect, accident, or abuse of the Software; defects in the Software caused by or resulting from any modification of the Software; defects appearing when the Software is used in violation of this Agreement.

6.1.2 **Hardware**. Logitech warrants that Hardware will be free of defects in materials and workmanship and will conform to Logitech's published specifications for one year from the date of shipment to the original Licensee by Logitech or an authorized Logitech reseller. Logitech does not provide any warranty whatsoever to any user of the Software subsequent to the original Licensee. During the Hardware warranty period, Logitech or an authorized Logitech reseller will, at its option and expense, repair, modify, or replace defective Hardware within fifteen (15) business days after Logitech or an authorized Logitech reseller receives the defective Hardware. Licensee must obtain from Logitech or an authorized Logitech reseller a Return Materials Authorization (RMA), authorizing and specifying procedures for the return of any defective Hardware. Products returned to Logitech or an authorized Logitech reseller without an RMA will be returned to Licensee at Licensee's expense. All Hardware returned to Logitech or an authorized Logitech reseller must be properly packaged with postage prepaid. Replacement parts may contain recycled, refurbished, or remanufactured parts equivalent to new parts and are warranted for the greater of the remainder of the original Hardware warranty period or thirty (30) days. This warranty shall not apply to (a) supplies and consumables, (b) Products with original identification marks removed or altered, (c) Products not manufactured by Logitech, or (d) Products with defects or failures due to: disaster, accident, neglect, or misuse; failure or defect of electrical power, external electrical circuitry, air conditioning, or humidity control; use of Products with items not provided or approved in writing by Logitech; use of the Products other than according to Logitech's published specifications and instructions; or modifications, adjustments, repairs, or service provided by anyone other than Logitech or its authorized service provider.

6.2 **NO OTHER WARRANTY. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE PRODUCT PROVIDED UNDER THIS AGREEMENT IS PROVIDED BY LOGITECH ON AN "AS IS" BASIS.** LICENSEE ASSUMES ALL RESPONSIBILITIES FOR THE SELECTION OF THE PRODUCT TO ACHIEVE THE INTENDED RESULTS AND FOR THE INSTALLATION OF, USE OF AND RESULTS OBTAINED FROM THE PRODUCT. LOGITECH DOES NOT WARRANT THE PERFORMANCE OR THE RESULTS LICENSEE MAY OBTAIN BY USING THE PRODUCT AND DISCLAIMS ALL WARRANTIES (EXCLUDING THE LIMITED WARRANTY IN SECTION 6.1), EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS WITH RESPECT TO PRODUCT AND THE ACCOMPANYING WRITTEN MATERIALS. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. NO WARRANTIES APPLY AFTER THAT PERIOD. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE FOREGOING LIMITATION MAY NOT APPLY TO YOU.

7. **LIMIT OF LIABILITY.** LICENSEE ASSUMES THE ENTIRE COST OF ANY DAMAGE RESULTING FROM THE INFORMATION CONTAINED IN OR COMPILED BY THE PRODUCT. IN NO EVENT WILL LOGITECH OR ITS DISTRIBUTORS BE LIABLE FOR ANY CONSEQUENTIAL, PUNTITIVE, SPECIAL, INDIRECT OR EXEMPLARY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSS ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.
IN NO EVENT WILL LOGITECH'S TOTAL LIABILITY TO LICENSEE FOR ANY CLAIMS, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE AMOUNT PAID BY LICENSEE FOR THE PRODUCT. THIS LIMITATION WILL APPLY REGARDLESS OF THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. SOME JURISDICTIONS DO NOT ALLOW EXCLUSION OF LIABILITY OR LIMITATIONS ON CLAIMS RELATED TO PERSONAL INJURY AND DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY. IN SUCH EVENT AND UNLESS OTHERWISE SET FORTH ON EXHIBIT A ATTACHED HERETO, LIEFESIZE SHALL, WHERE PERMITTED BY APPLICABLE LAW, ONLY BE LIABLE: (i) TO THE EXTENT SUCH DAMAGES ARE CAUSED BY ITS NEGLIGENCE; AND (ii) FOR OTHER ACTUAL DAMAGES UP TO THE AMOUNT PAID BY LICENSEE FOR THE PRODUCT THAT IS THE SUBJECT OF THE CLAIM OR THAT GIVES RISE TO THE CLAIM.

8. **INDEMNIFICATIONS.**
8.1 **Logitech Defense of Copyright Claims**. Logitech will defend Licensee against any claim by an unaffiliated third party of Licensee that the Software infringes its copyright, and will pay the amount of any resulting adverse final judgment (or settlement to which Logitech consents), subject to applicable terms of this Agreement. Licensee must notify Logitech promptly in writing of the claim and give Logitech sole control over its defense or settlement. Licensee agrees to provide Logitech with reasonable assistance in defending the claim. Logitech's obligations will not apply to the extent that any claim or adverse final judgment is based on (i) use of the Software after Logitech notifies Licensee that Licensee's use of the Software must be discontinued due to such a claim; (ii) combining the Software with other technology including other computer software or other materials; (iii) use of, or access to, the Software by any person or entity other than Licensee as permitted herein; or (iv) an alteration of the Software by someone other than Logitech or its contractors. Licensee will reimburse Logitech for any costs or damages that result from these activities to the extent caused or resulting from the fault of Licensee, its directors, offices, employees, contractors, agents, or assignees.
If Logitech receives information concerning a copyright infringement claim, it may, at its expense and without obligation to do so, either (i) procure for Licensee the right to continue to use the allegedly infringing the Software, or (ii) modify Software to make it non-infringing, or (iii) replace it with a non infringing functional equivalent, in which case Licensee will stop using the allegedly infringing Software immediately.
If however, as a result of a copyright infringement claim, use of the Software is enjoined by a court of competent jurisdiction, Logitech will use commercially reasonable efforts to either procure the right to continue its use, modify it to make it non infringing, or replace it with a non infringing functional equivalent.
8.2 Licensee shall, at its sole expense, defend or settle any suit or claim brought against Logitech, its licensors, agents or suppliers, and shall indemnify and hold Logitech and its licensors, agents and suppliers and their respective officers and directors harmless from and against any and all liabilities and expenses (including reasonable legal expenses) incurred, resulting from or arising out of a claim that Licensee's unauthorized use infringes any third party rights.

9. **AUDIT.** Upon written notice, Logitech shall have the right to audit the compliance of Licensee with this Agreement. Licensee shall provide full and free access to all books, records, systems, and materials requested by Logitech. In the event of discrepancies, without limiting any of Logitech's other rights or remedies available at law or in equity, Licensee shall immediately take any and all steps necessary to comply with the terms of this Agreement and Licensee shall immediately pay to Logitech any sums owed and Logitech's cost of the audit.

10. **GENERAL**.
10.1. **WAIVER**. No waiver by either party of any default or breach of any obligation under this Agreement of the other party hereto shall operate as a waiver of any continuing or future default or breach.

10.2 **NOTICES**. All notices, requests, demands, waivers and other communications required or permitted to be given under this Agreement to Logitech shall be in writing and shall be deemed to have been duly given if delivered personally or mailed, certified or registered mail with postage prepaid, to its current headquarters address as indicated on its website www.lifesize.com (or at such other address, fax number or email address for a party as shall be specified by like notice).

10.3. **GOVERNING LAW.** This Agreement shall be governed and construed under the laws of the United States and the State of Texas without reference to the conflict of laws principle. Any dispute between Licensee and Logitech regarding this Agreement will be subject to the exclusive venue of the state and federal courts located in Texas. This Agreement is the entire agreement between Licensee and Logitech and supersedes any other license or purchase order with respect to the Product. If any provision of this Agreement is held invalid, the remainder of this Agreement will continue in full force and effect. If the state of governing law and/or the exclusive venue requirement is held invalid or unenforceable, then governing law and jurisdiction shall be the laws of the country or territory in which you acquired the Software without regard to conflict of law principles, unless as otherwise set forth on Exhibit A attached hereto. Exhibit A, which is hereby incorporated by this reference, contains country-specific terms that shall supplement or amend the terms of this Agreement. The parties hereby agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

10.4 **TERMINATION.** This license shall be automatically terminated if Licensee fails to comply with the terms and conditions of this Agreement. In such event, Licensee must destroy all copies of the Software and all of its component parts.

10.5 **ASSIGNMENT; NO THIRD PARTY BENEFICIARIES**. This Agreement may not be assigned by Licensee without Logitech's express written consent. The parties agree that there are no third party beneficiaries to this Agreement, and no third party can claim any rights under or bring suit to enforce the terms of this Agreement.

10.6 **ARBITRATION.**
10.6.1 Except for emergency relief for violations of license restrictions, any and all claims, disputes, and other matters in question arising out of or relating to this Agreement or the relationship between the parties created by this Agreement for damages or any other relief, and all defenses thereto ("Claims"), shall be resolved by binding arbitration. Unless as otherwise set forth in Exhibit A attached hereto, the arbitration shall be conducted in accordance with the rules of Arbitration of the Federal Arbitration Act and, to the extent an issue is not addressed by the federal law of arbitration, by the Commercial Arbitration Rules of the American Arbitration Association ("AAA").

10.6.2 The arbitration may be initiated by either party by written notice specifying the Claims to be arbitrated. If a party refuses to honor its obligations under this Agreement to arbitrate, the other party may compel arbitration in either federal or state court. The making, validity, construction, and interpretation of this Agreement to arbitrate, and all procedural aspects of the arbitration conducted pursuant to this Agreement to arbitrate, including but not limited to, the determination of the issues that are subject to arbitration (i.e., arbitrability) shall be decided by the arbitrator. Unless as otherwise set forth in this Agreement, the arbitrator shall apply federal law and the substantive laws of the State of Texas (excluding Texas choice-of-law principles that might call for the application of some other State's law) as applicable. The parties will provide each other with production of all requested documents and records reasonably related to the dispute in a manner that will minimize the expense and inconvenience of both parties. Further discovery will be as the arbitrators expressly allow on a showing of need. All arbitrator's orders and decisions may be enforceable in, and judgment upon any award rendered in the arbitration proceeding may be confirmed and entered by, any federal or state court of competent jurisdiction.
All proceedings shall be conducted in English and, unless otherwise set forth in this Agreement, shall take place in Austin, Texas.

10.6.3 Within thirty (30) days of the notice of initiation of the arbitration procedure, each party shall select one arbitrator. The Arbitrators then appointed will appoint a third arbitrator, who shall act as the chairman of the arbitration tribunal. All three arbitrators shall have over five years professional experience in computer technology and must not have previously been employed by either party or have a direct or indirect interest in either party or the subject matter of the arbitration. The arbitrators will have the exclusive authority to determine and to award the costs of arbitration and the costs incurred by any party for its attorneys, advisors, and consultants. Any award made by the arbitrator shall be final, binding, non-appealable, and enforceable to the full extent of the law. Costs and fees of the arbitration will be borne by the non-prevailing party, unless the arbitrators determine otherwise. The arbitrator shall have no power to exceed any limitations of liability set forth in this Agreement.
The proceeding and the decision shall be kept confidential by the parties. No Claim may be brought as a class action, combined, or consolidated with any other proceeding, nor may any proceeding be pursued in a representative capacity or on behalf of a class. Neither party has the right to act as a class representative or participate as a member of a class of claimants with respect to any Claim.

10.7 **STATUTE OF LIMITATIONS.** Unless otherwise provided by applicable law without the possibility of contractual waiver or unless as set forth on Exhibit A attached hereto, neither party has the right to bring a legal action under this Agreement more than two years after the cause of action arose.

11. **EXPORT RESTRICTIONS.** Licensee may not export or re-export the Product (a) into or to a nation or country to which the United States has embargoed goods, or (b) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Deny Orders. By installing or using the Product, you are representing and warranting that you are not located in, under the control of, or a national or resident of any such country or on any such list.

12. BY INSTALLING, COPYING, OR OTHERWISE USING THE PRODUCT, LICENSEE AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT, INCLUDING THE WARRANTY DISCLAIMERS, LIMITATIONS OF LIABILITY AND TERMINATION PROVISIONS ABOVE.

I ACCEPT

EXHIBIT A: COUNTRY-SPECIFIC TERMS

The country-specific terms set forth herein supplement or amend the applicable terms of the Agreement, and only apply to those Licensees incorporated or operating in these countries. This Exhibit A is part of the Agreement between Logitech and Licensee. In the event of conflict between the terms of the Agreement and the terms of this Exhibit A, the terms of this Exhibit A shall control solely to resolve the conflict but otherwise not to supersede the terms of the Agreement. The terms of the Agreement shall remain in effect to the fullest extent permitted by law.

Australia

The warranties specified in Section 6.1 are in addition to any rights you may have under the Trade Practices Act of 1974 or other legislation and are only limited to the extent permitted by the applicable legislation. Where Logitech is in breach of a condition or warranty implied by the Trade Practices Act of 1974, Logitech's liability is limited to the repair or replacement of the goods or the supply of equivalent goods. Where that condition or warranty relates to title or the right to sell, or if the goods are acquired for personal or household use or consumption, then none of the limitations in this paragraph apply.

Austria

With respect to Section 6.1.1 of the Agreement, the warranty period is twelve months from the date of delivery of the Software. The limitation period for consumers alleging a breach of warranty claim is the statutory period. The warranty for the Software covers the functionality of the Software for its normal use and the Software's conformity to its specifications, if applicable. The warranties set forth in the Agreement are our sole obligation to you, except as otherwise required by applicable law.

Austria, France, Greece, Italy, Portugal, Spain, Switzerland

Supplementing Section 7 of the Agreement, Logitech's liability for any damages and losses that may arise as a consequence of the fulfillment of its obligations under or in connection with this Agreement or due to any other cause is limited to the compensation of only those damages and losses proved and actually arising as an immediate and direct consequence of the non-fulfillment of such obligations (i.e. fault), up to a maximum amount equal to the charges paid for the Product. The foregoing limitation shall not apply to damages for bodily injury and damages to real property and tangible personal property for which Logitech may be legally liable. In no event is Logitech liable for lost profits, even if they arise as an immediate consequence of the event that generated the damages.

Belarus and Russia

If the requirements in Section 10.3 of the Agreement for Texas governing law and exclusive venue in Texas are held invalid or unenforceable, the laws of Austria shall apply to this Agreement and jurisdiction for all disputes shall be a competent court of law in (Inner-City) Vienna, Austria. If the requirements in Section 10.6 of the Agreement to conduct an arbitration in Texas in accordance with Texas law and the rules of the Federal Arbitration Act or the Commercial Arbitration Rules of the American Arbitration Association are found to be invalid or unenforceable, all disputes arising out of or related to this Agreement or its termination, severability or nullity will be finally settled under the Rules of Arbitration and Conciliation of the International Arbitral Center of the Federal Economic Chamber in Vienna (Vienna Rules) by three arbitrators appointed in accordance with these rules. The arbitration will be held in Vienna, Austria. The official language of the proceedings shall be English. The final decision of the arbitrators shall be binding. Therefore, pursuant to paragraph 598(2) of the Austrian Code of Civil Procedure, the parties expressly waive the application of paragraph 595 (1) figure 7 of the Code. Logitech may, however, institute proceedings in a competent court in the country of installation. Any other requirements set forth in Section 10.6 of the Agreement shall remain in full force and effect to the extent permitted by applicable law.

Canada

If the requirements in Section 10.3 of the Agreement for Texas governing law and exclusive venue in Texas are held invalid or unenforceable, this Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable to that province, and each party irrevocably submits to the jurisdiction of the Ontario courts in connection with any dispute arising out of this Agreement.

Estonia

If the requirements in Section 10.6 of the Agreement to conduct an arbitration in Texas in accordance with Texas law and the rules of the Federal Arbitration Act or the Commercial Arbitration Rules of the American Arbitration Association are found to be invalid or unenforceable, all disputes arising in connection with this Agreement will be finally settled by arbitration that will be held in Helsinki, Finland in accordance with the arbitration laws of Finland then in effect. Each party will appoint one arbitrator, and the two arbitrators shall appoint the third arbitrator to serve as the chairman. The official language of the proceedings shall be English and the decision of the arbitrators shall be final. Any other requirements set forth in Section 10.6 of the Agreement shall remain in full force and effect to the extent permitted by applicable law.

European Union

In the European Union, consumers have legal rights under applicable national legislation governing the sale of consumer goods. Such rights are not affected by the disclaimer of warranties set forth in Section 6.2 of the Agreement.

France

If the requirements in Section 10.3 of the Agreement for Texas governing law and exclusive venue in Texas are held invalid or unenforceable, all disputes arising out of this Agreement or related to its violation will be settled exclusively by the Commercial Court of Paris.

Germany

With respect to Section 6.1.1 of the Agreement, the warranty period for the Software is six months. The warranty for the Software covers the functionality of the Software for its normal use and the Software's conformity to its specifications, if applicable. With respect to Section 7 of the Agreement, liability for ordinary negligence is limited to the violation of essential contractual terms. The limitations and exclusions of liability shall not apply to damages caused by Logitech's intentional or grossly negligent conduct. Notwithstanding Section 10.7 of the Agreement, any claims resulting from the Agreement are subject to a statute of limitation of three years, except as stated in Section 6 of the Agreement.

Greece

If the requirements in Section 10.3 of the Agreement for Texas governing law and exclusive venue in Texas are held invalid or unenforceable, any legal claim arising out of this Agreement will be brought before and settled exclusively by a competent court located in Athens.

Hong Kong S.A.R.
If the requirements in Section 10.3 of the Agreement for Texas governing law and exclusive venue in Texas are held invalid or unenforceable, the laws of Hong Kong Special Administrative Region of China shall govern this Agreement.

India
If the requirements in Section 10.6 of the Agreement to conduct an arbitration in Texas in accordance with Texas law and the rules of the Federal Arbitration Act or the Commercial Arbitration Rules of the American Arbitration Association are found to be invalid or unenforceable, disputes arising out of or in connection with this Agreement shall be finally settled by arbitration which shall be held in Bangalore, India in accordance with the laws of India then in effect. The arbitration award shall be final and binding for the parties without appeal and shall be in writing and set forth the findings of fact and the conclusions of law. The number of arbitrators will be three. Each party shall choose one arbitrator and the two arbitrators will choose a third arbitrator to serve as chairman of the proceedings. If a party fails to choose an arbitrator within thirty (30) days, the first appointed arbitrator shall be the sole arbitrator, provided that he or she was validly and properly appointed. All proceedings shall be conducted and all documents shall be presented in English. Any other requirements set forth in Section10.6 of the Agreement shall remain in full force and effect to the extent permitted by applicable law. Notwithstanding Section 10.7 of the Agreement, if no suit or other legal action is brought within two years after the cause of action arose, in respect of any claim that either party may have against the other, the rights of the concerned party in respect of such claim will be forfeited and the other party will stand released from its obligations in respect of such claim.

Ireland
Except as expressly provided in the Agreement and without limiting the generality of the disclaimer of implied warranties in Section 6.2, all statutory conditions, including warranties implied by the sale of Goods Act of 1893 or the Sale of Goods and Supply of Services Act of 1980 are hereby excluded. Logitech's entire liability and your sole remedy, whether in contract or in tort, in respect of any default will be limited to damages.
Israel
If the requirements in Section 10.3 of the Agreement for Texas governing law and exclusive venue in Texas are held invalid or unenforceable, any legal claim arising out of this Agreement will be brought before and settled exclusively by a competent court located in Tel Aviv-Jaffa.

Italy
If the requirements in Section 10.3 of the Agreement for Texas governing law and exclusive venue in Texas are held invalid or unenforceable, any legal claim arising out of this Agreement will be brought before and settled exclusively by a competent court located in Milan.

Japan
Prior to seeking arbitration under Section 10.6 of the Agreement, the parties hereby agree that any concerns or disputes related to this Agreement will be initially resolved between the parties in good faith in accordance with the principle of mutual trust.

Malaysia
The word "special" shall be removed from the limitation of damages provision in Section 7 of the Agreement.

New Zealand
The warranties specified in Section 6.1 of the Agreement are in addition to any rights you may have under the Consumer Guarantees Act of 1993 or other legislation which cannot be excluded or limited. The Consumer Guarantees Act will not apply if you require the goods for the purposes of a business as defined in that Act. Where programs are not acquired for the purposes of a business as defined in the Consumer Guarantees Act of 1993, the limitations of liability set forth in Section 7 of the Agreement are subject to the limitations in that Act.

People's Republic of China
All banking charges incurred in the People's Republic of China will be borne by the Licensee and those incurred outside the People's Republic of China will be borne by Logitech.

Portugal
If the requirements in Section 10.3 of the Agreement for Texas governing law and exclusive venue in Texas are held invalid or unenforceable, any legal claim arising out of this Agreement will be brought before and settled exclusively by a competent court located in Lisbon.

Singapore
The word "special" shall be removed from the limitation of damages provision in Section 7 of the Agreement. Supplementing Section 10.5 of the Agreement, a person who is not a party to this Agreement shall have no rights under the Contracts (Right of Third Parties) Act to enforce any of its terms.

South Africa
If the requirements in Section 10.3 of the Agreement for Texas governing law and exclusive venue in Texas are held invalid or unenforceable, the laws of South Africa shall apply to this Agreement, and the High Court in Johannesburg shall have jurisdiction over all disputes related to this Agreement. Notwithstanding any advice or assistance that Logitech may have given you prior to the selection of the Software, Logitech is not responsible, as described in Section 6.2 of the Agreement, for the results obtained.

Southeast Asia
If the requirements in Section 10.6 of the Agreement to conduct an arbitration in Texas in accordance with Texas law and the rules of the Federal Arbitration Act or the Commercial Arbitration Rules of the American Arbitration Association are found to be invalid or unenforceable, the general arbitration provision set forth above for India shall also apply to these countries, except that the arbitration shall be held in Singapore in accordance with the Arbitration Rules of Singapore International Arbitration Center ("SIAC Rules"). Any other requirements set forth in Section 10.6 of the Agreement shall remain in full force and effect to the extent permitted by applicable law.

Spain
If the requirements in Section 10.3 of the Agreement for Texas governing law and exclusive venue in Texas are held invalid or unenforceable, any legal claim arising out of this Agreement will be brought before and settled exclusively by a competent court located in Madrid.

United Kingdom

If the requirements in Section 10.3 of the Agreement for Texas governing law and exclusive venue in Texas are held invalid or unenforceable, the laws of England shall apply to this Agreement, and the English courts shall have jurisdiction over all disputes relating to this Agreement. Notwithstanding the language in Section 7 of the Agreement, Logitech shall be liable for no more than: (i) damages for death or personal injury or damage to real or tangible personal property to the extent caused solely by Logitech's negligence; or (ii) the amount of direct damages, up the charges for the Software that is the subject of the claim or which otherwise gives rise to the claim; or (iii) a breach of Logitech's obligations implied by Section 12 of the Sale of Goods Act of 1979 or Section 2 of the Supply of Goods and Services Act of 1982. This paragraph sets forth Logitech's entire liability and your sole remedy, whether in contract or in tort, in respect of any default.