

LIFESIZE® CLOUD TERMS OF SERVICE

Welcome to the Lifesize Cloud! By using the Lifesize Cloud service (the “Service(s)” or “Lifesize Cloud”) and related software (the “Lifesize Software”) and/or hardware (“Lifesize Hardware”) (collectively, “Products”) or clicking the “I agree to the Terms of Service” button, you are stating that you are at least 18 years of age, and you agree to the following terms and conditions, and any policies, guidelines or amendments to them that may be presented to you from time to time (collectively, the “Terms”). We may update the Terms in the future, and you will be able to find the most current version of this agreement at <http://www.lifesize.com/cloud-absolute-urls/terms>. These Terms of Service constitute a valid and binding agreement (“Agreement”) between the Lifesize, Inc., having its principle place of business at 1601 S. Mopac Expressway, Suite 100, Austin, Texas 78746 the United States of America (“Lifesize”) and you, as a user of the Lifesize Cloud (“you”, “You”, “your”, “Your”, “user”, “User”, or “Company”).

In addition, when using certain services, you will be subject to any additional terms applicable to such services that may be posted on the Service from time to time, including, without limitation, the Privacy Policy located at <http://www.lifesize.com/cloud-absolute-urls/privacy> and/or the applicable End User License Agreement for an associated Lifesize Product (located at www.lifesize.com/eula). Unless otherwise expressly set forth in any such additional terms and conditions applicable to the specific Products which You choose to use, those additional terms are hereby incorporated into these Terms of Service in relation to Your use of that Product.

Please read these Terms carefully. If you do not agree to the Terms, please click the “Back” button or do not use the Services.

Please note the following preliminary terms:

Electronic Signatures and Agreement(s): You acknowledge and agree that by clicking on the “I agree to the Terms of Service” button or similar buttons or links as may be designated by Lifesize to show your approval of any foregoing texts and/or to download and install the Lifesize Software, you are entering into a legally binding contract. You hereby agree to the use of electronic communications in order to enter into contracts, place orders and create other records and to the electronic delivery of notices, policies and records of transactions initiated or completed through the Lifesize Software and Lifesize Cloud. Furthermore, you hereby waive any rights or requirements under any laws or regulations in any jurisdiction which require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable mandatory law.

Jurisdiction’s Restrictions: If you are residing in a jurisdiction which restricts the use of internet-based applications according to age, or which restricts the ability to enter into agreements such as these Terms according to age and you are under such a jurisdiction and under such age limit, you may not enter into this Agreement and download, install or use the Lifesize Software or the Lifesize Cloud. Furthermore, if you are residing in a jurisdiction where it is forbidden by law to offer or use software for internet communication, you may not enter into this Agreement and you may not download, install or use the Lifesize Software or Lifesize Cloud. By entering into this Agreement you explicitly state that you have verified in your own jurisdiction if your use of the Lifesize Software or Lifesize Cloud is allowed.

1. ACCESS AND USE OF SERVICES

1.1 Communication. Installing Lifesize Software and setting up an account on Lifesize Cloud enables you to communicate by videoconference from multiple platforms and services. Lifesize cannot guarantee that you will always be able to communicate with other people, nor can Lifesize guarantee that you will be able to communicate without disruptions, delays or communication-related flaws or that all your communications will always be delivered to other people. There may be power outages or Internet service disruption and you may experience some disruptions (e.g. packet loss and delay) which will interfere with the quality of your communications.

1.2 Registration. In order to set up an account on Lifesize Cloud you need to register with Lifesize and agree to these Terms. You agree to provide Lifesize with current, accurate and complete registration information. If you are registering on behalf of a corporation or other legal entity, you warrant that you have the authority to act on behalf of such corporation or legal entity and these Terms shall apply to such corporation or other legal entity. In this case, the term “you” or “your” or “Company” shall refer to such corporation or other legal entity. Registration data and certain other information about you are governed by our [Privacy Policy](#).

1.3 Requesting End User Accounts; Services Term. If you have purchased the Services through an entity other than Lifesize (a “Reseller”), the process by which you request an end-user account, as well as the initial and renewal term for the Services, are to be decided upon between the Company and Reseller. All subscriptions for the Lifesize Cloud will have an initial term and will automatically renew on the term anniversary date unless terminated in writing at least thirty (30) days prior to the end of the current term. In all cases, acceptance of these Terms and registering is still a requirement before you will be able to use Lifesize Cloud.

1.4 Administrator Account. If you are registered as an administrator to administer the end-user account for your Company and manage multiple end-user accounts or even administer accounts on Lifesize Cloud (an “Administrator”), you will have the ability to create an administrator account (“Administrator Account”) and may create end-user accounts (“User Account”). You are responsible for all activities conducted through your Administrator Account. If you permit someone else to use your Administrator Account, you must ensure that they comply with these Terms, and you agree to be liable for all liabilities arising from such use. You agree to notify Lifesize immediately of any unauthorized use of your password or your Administrator Account, or of any other breach of security. You are solely responsible for obtaining and maintaining all equipment and services needed for your User Accounts’ access and use of the Lifesize Cloud Service, renewals and for paying all charges related thereto. You are solely responsible for ensuring that each of your User Accounts receives a copy of or has access to these Terms of Use. Administrators must ensure their contact information is accurate and updated at all times.

1.5 User Account. If you are an end-user of Lifesize Cloud, you are responsible for all activities conducted through your User Account. If you permit someone else to use your User Account, you must ensure that they comply with these Terms, and you agree to be liable for all liabilities arising from such use. You agree to notify Lifesize immediately of any unauthorized use of your password or your User Account, or of any other breach of security.

1.6 Passwords. Upon your registration for Lifesize Cloud, you will select a password and are fully responsible for any and all activities that occur under your password. You are responsible for maintaining the confidentiality of your password, and you agree to be liable for all liabilities resulting from any disclosure of your password. Lifesize is not responsible for any loss or damage arising from your failure to provide us with accurate information, keep your password secure, or your failure to comply with this Section.

1.7 Reallocation and Deletion of User Accounts. If a User Account has been allocated to a specific end-user for their individual use and that end-user leaves the Company, such User Account shall remain available in the Administrator Account and may be allocated to another end-user. You may delete such User Account from the Administrator Account rather than reallocate it to another end-user. If you choose to delete such User Account then you acknowledge that the traffic data (including call history) in respect of a User Account is only visible while that User Account exists and such traffic data will no longer be accessible to you once that User Account has been deleted. You are therefore responsible for retaining the traffic data records if you deem this necessary, before deleting the relevant User Account.

1.8 Equipment. Lifesize may at its sole discretion, discontinue the Products or modify the features of the Products from time to time without prior notice. You will be responsible for obtaining and maintaining any equipment and ancillary services (including the payment of any additional fees therefore) needed to connect to, access or otherwise use the Services, including, without limitation, video-enabled

devices, video communication services, modems, hardware, servers, software, operating systems, networking, web servers, internet and telephone service (collectively, "Equipment"). You will also be responsible for maintaining the security of the Equipment and for all uses of the Equipment with or without your knowledge or consent. Use of the Products requires one or more compatible devices, Internet access (fees may apply), and certain software (fees may apply), and may require obtaining updates or upgrades from time to time. If you use the Service with any Equipment purchased from Lifesize, you will additionally be subject to the terms associated with such Equipment.

1.9 Mobile Services. The Service includes certain Mobile Services: The Service includes certain services that are available via a mobile device, including (i) the ability to transmit and receive content to the Service via a mobile device, (ii) the ability to browse the Service from a mobile device and (iii) the ability to access certain features through an application downloaded and installed on a mobile device (collectively, the "Mobile Services"). To the extent you access the Service through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply. Use of the Service on mobile devices may require obtaining updates or upgrades from time to time. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. By using the Mobile Services, you agree that certain information about your usage of the Mobile Services may be communicated to us.

1.10 Recording. You agree to comply, and require that your users comply, with all applicable laws, whether federal, state, local or international, relating to the privacy of communication for all parties to a conversation, including, when required, advising all participants in a recorded video chat that the video chat is being recorded.

2. PRIVACY

2.1 Data Collection. For information about our data protection practices, please see our Privacy Policy for the Lifesize Cloud at <http://www.lifesize.com/cloud-absolute-urls/privacy>, and which is incorporated into this Agreement by this reference. By using the Service, you are consenting to our use of certain information in accordance with the [Privacy Policy](#). If you provide Personal Data, you acknowledge and agree that such Personal Data may be transferred from your current location to the offices and servers of Lifesize located in the United States. By using the Services, you acknowledge and agree that Lifesize may access, preserve, and disclose your account information and any Content (as defined below in Section 3) associated with your User Account as described in the Privacy Policy, including if required to do so by law, regulation, legal process or enforceable governmental request, or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) enforce the Terms, including investigation of potential violations hereof; (b) detect, prevent, or otherwise address fraud, security or technical issues; or (c) protect against imminent harm to the rights, property or safety of Lifesize, its users or the public as required or permitted by law. You understand that the technical processing and transmission of the Services, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks, devices or services. You also understand and agree that your Administrator may have access to your User Account and its content, and may suspend or terminate your User Account and your ability to modify your User Account. Additionally, You understand and agree that Lifesize may contact You via e-mail or otherwise with information relevant to Your use of the Products, regardless of whether You have opted out of receiving such notices. You also agree to have Your name and/or email address listed in the header of certain communications You initiate through the Products.

2.2 Cookies. The Lifesize Cloud Service uses cookies. By using the Lifesize Cloud Service, you expressly consent and agree to the use of cookies. More information on the use of cookies can be found in our [Privacy Policy](#).

3. RESPONSIBILITY FOR CONTENT

3.1 Content. The term "Content" includes all information, data, images, software, music, photographs, messages, communications, text, audio, video, graphics, sounds, and other material transmitted through Lifesize Cloud. You agree that all Content is the sole responsibility of the person from which the Content originated. You are responsible for all Content sent by you or displayed or uploaded by you in using the Services. You agree to use the Services only for purposes that are legal, proper and in accordance with the Terms. You agree that you will not engage in any activity that interferes with or disrupts the Services or networks attached to the Services. Lifesize reserves the right to investigate anyone who, in Lifesize's sole discretion, is suspected of violating this section, and Lifesize may take any appropriate action, including but not limited to issuing warnings, reporting You to law enforcement authorities, blocking or removing the Content or terminating accounts.

3.2 Use Outside the United States. Users outside of the United States agree to comply with their own local rules regarding online conduct and acceptable Content, including laws regulating the export of data to and from the United States or your country of residence.

3.3 No Responsibility of Content. You acknowledge that Lifesize does not monitor or edit the Content which you or any other users transmit using Lifesize Cloud, and accepts no responsibility for any Content. You, therefore, may be exposed to Content that is offensive, harmful to minors, indecent or otherwise objectionable.

3.4 Use and Storage. You acknowledge that Lifesize may establish general practices and limits concerning use of the Service, including without limitation the maximum period of time that data or other content will be retained by the Service and the maximum storage space that will be allotted on Lifesize's servers on your behalf. You agree that Lifesize has no responsibility or liability for the deletion or failure to store any data or other content maintained or transmitted by the Service. You acknowledge that Lifesize reserves the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that Lifesize reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

4. LICENSE AND RESTRICTIONS

4.1 Proprietary Rights. You acknowledge and agree that the Services and the Lifesize Software contain proprietary and confidential information of Lifesize and its licensors that is protected by applicable intellectual property and other laws and treaties. Lifesize retains ownership of all proprietary rights in all trade names, trademarks, service marks, logos and domain names associated with or displayed with the Services. You may not remove any copyright or other proprietary or product identification notices contained in or displayed by the Services or Lifesize Software, or contained in any written material which may relate to the Services or Lifesize Software.

4.2 License Grant. Subject to these Terms, Lifesize grants you a revocable, personal, nonexclusive, nontransferable, limited right and license to use the Lifesize Software or Lifesize Cloud Service on your computing device, and to use the Lifesize Software or Lifesize Cloud Service for the purpose of engaging in video-conferencing sessions implemented through Lifesize Cloud; provided that you do not (and do not allow any third party to) copy, modify, decompile, disassemble, reverse engineer or attempt to derive the source code of, or create derivative works of, or an installer for, the Lifesize Software or Service or any part thereof (except as expressly permitted by the Terms, by applicable law or by licensing terms governing the use of open-sourced components included with the Lifesize Software or Service, or except as specifically authorized in a separate written agreement with Lifesize). You understand and agree that by displaying, exchanging or transmitting Content using the Products, You automatically grant (and warrant and represent You have a right to grant) to Lifesize the right to forward and display the Content to others participating in the Services with you.

4.3 No Transfer. You may not and you agree not to, or to enable others to, sell, assign, rent, sublicense, lease, distribute, export, import, act as an intermediary or provider, or otherwise grant rights to third parties with regard to the Lifesize Software or any part thereof.

4.4 Proprietary Rights to Content. You acknowledge that: (a) Lifesize Cloud may permit access to Content that is protected by copyrights, trademarks, service marks, patents, rights of publicity, or other proprietary rights owned by Lifesize or third parties (collectively, "Rights"); (b) these Rights are valid and protected in all media existing now or later developed; and (c) except as is explicitly provided otherwise, your use of Content shall be governed by generally applicable copyright and other intellectual property laws. You retain copyright and any other rights You already hold in Content which You transmit through Lifesize Cloud. You understand and agree that by displaying, exchanging or transmitting Content using Lifesize Cloud, You automatically grant (and warrant and represent You have a right to grant) to Lifesize and its affiliated companies a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicenseable, perpetual, irrevocable license to copy, display, transmit, perform, distribute, store, modify and otherwise use your Content in connection with the operation of the Service or the promotion, advertising or marketing thereof, in any form, medium or technology now known or later developed. Applicable laws may prohibit you from making a copy of audio or video content through Lifesize Cloud without the permission of all parties to the conversation or participants in the video. Other than as specified above, you may not modify, copy, reproduce, republish, upload, post, transmit, sell, publish, broadcast, create derivative works from, perform, or distribute in any way Content available through Lifesize Cloud, including code and software, without the express prior written consent of Lifesize.

4.5 No Modifications. You will not undertake, cause, permit or authorize the modification, creation of derivative works, translation or hacking of the Lifesize Software or any part thereof.

4.6 Third Parties. You acknowledge and agree that the Lifesize Software may be incorporated into, and may incorporate itself, software and other technology owned and controlled by third parties. Any such third party software or technology that is incorporated in the Lifesize Software falls under the scope of this Agreement. Any and all other third party software or technology that may be distributed together with the Lifesize Software will be subject to you explicitly accepting a license agreement with that third party. You acknowledge and agree that you will not enter into a contractual relationship with Lifesize or its Affiliates regarding such third party software or technology and you will look solely to the applicable third party and not to Lifesize or its Affiliates to enforce any of your rights.

4.7 New Versions of the Lifesize Software. Lifesize, in its sole discretion, reserves the right to add/change/remove additional features or functions, or to provide programming fixes, updates and upgrades, to the Lifesize Software. You acknowledge and agree that Lifesize has no obligation to make available to you any subsequent versions of the Lifesize Software. You also agree that you may have to enter into a renewed version of this Agreement, in the event you want to download, install or use a new version of the Lifesize Software. Furthermore, you acknowledge and agree that Lifesize, in its sole discretion, may modify or discontinue or suspend your ability to use any version of the Lifesize Software, and/or disable any Lifesize Software you may already have accessed or installed without any notice to you, for the repair, improvement, and/or upgrade of the underlying technology or for any other justifiable reason, including but not limited to, circumstances where you, at Lifesize's discretion, are in breach of this Agreement, creating possible legal liabilities, acting inconsistently with the letter or spirit of our acceptable use policies, which can be found at www.lifesize.com, or engaging in fraudulent, immoral or illegal activities, or for other similar reasons. Lifesize will not accept any liability in relation to the direct or indirect damages caused by (1) the release and/or the absence of release of new versions of the Lifesize Software; and (2) by the suspension or termination of the license or this Agreement by Lifesize and/or by you.

5. YOUR USE OF LIFESIZE CLOUD AND THE LIFESIZE SOFTWARE

5.1 Protection of your Computer (resources). You understand that Lifesize will use commercially reasonable efforts to ensure that the Lifesize Software protects the privacy and integrity of

the computer resources (or other applicable device) you are utilizing and of your communication, however, you acknowledge and agree that Lifesize cannot give any warranties in this respect.

5.2 No Emergency Services. You expressly agree and understand that the Lifesize Software and Lifesize Cloud is not intended to support or carry emergency calls to any type of hospital, law enforcement agency, medical care unit or any other kind of emergency service. Lifesize is in no way liable for such emergency calls.

5.3 Alternative Arrangements. By agreeing to these Terms you understand that additional arrangements must be made to access emergency services. To access emergency services, you acknowledge and accept your responsibility to purchase from a third party a traditional wireless or wireline telephone service that offers access to emergency services. You recognize and agree that Lifesize is not required to offer emergency services pursuant to any applicable local and or national rules, regulation or law. You further recognize that Lifesize is not a replacement for your primary telephone service.

5.4 Lawful Purposes. You acknowledge and agree to use the Lifesize Software, and Lifesize Cloud, solely for lawful purposes. In this respect you may not, without limitation (a) intercept or monitor, damage or modify any communication which is not intended for you; (b) use any type of spider, virus, worm, trojan-horse, time bomb or any other codes or instructions that are designed to distort, delete, damage or disassemble the Lifesize Software, any computer software or hardware, telecommunication equipment or the communication; (c) send any unsolicited commercial communication not permitted by applicable law; (d) expose any other user to material which is offensive, harmful to minors, indecent or otherwise objectionable; (e) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity; (f) solicit personal information from anyone under the age of 18; or (g) further or promote any criminal activity or enterprise or provide instructional information about illegal activities.

6. CHARGES

6.1 Payment. If you have purchased the Services through a Reseller, you will pay Reseller for the Services. As a result, all payment terms are to be decided upon between you (or the Company) and Reseller. If you have purchased the Services from Lifesize, You agree that Lifesize may charge to Your credit card or other payment mechanism selected by You and approved by Lifesize ("Your Account") all amounts due and owing for the Products, including Product fees, set up fees, subscription fees, or any other fee or charge associated with Your Account. Subscriptions must be paid for in advance unless agreed to otherwise in writing. Payments for subscriptions are non-refundable. Until your account is terminated, your subscription will automatically renew and your payment will be deducted each term anniversary unless You have canceled your subscription in writing at least thirty (30) days in advance of the then current term anniversary. Lifesize does not offer refunds or credits for partial periods of service, or unused terms. Please note that if you cancel your account, you will still be billed in the next payment cycle for any overages charges incurred during the previous term. Lifesize may choose to bill through an invoice, in which case, full payment for invoices issued must be received by Lifesize thirty (30) days after the mailing date of the invoice, or the Services may be terminated. You will be responsible for all taxes associated with Services other than U.S. taxes based on Lifesize's net income.

You agree that in the event Lifesize is unable to collect the fees owed to Lifesize for the Products through Your Account, Lifesize may take any other steps it deems necessary to collect such fees from You and that You will be responsible for all costs and expenses incurred by Lifesize in connection with such collection activity, including collection fees, court costs and attorneys' fees. You further agree that Lifesize may collect interest at the lesser of 1.5% per month or the highest amount permitted by law on any amounts not paid when due.

6.2 Prices. Lifesize may change prices at any time, including changing from a free service to a paid service and charging for Products that were previously offered free of charge, and the Services do not provide price protection or refunds in the event of a price reduction or promotional offering. Your

continued use of the Service after the price change becomes effective constitutes your agreement to pay the changed amount. Any automatic subscription renewals for a new term will be charged at the current prices as of the term anniversary date.

The Lifesize Cloud Service may be accessed by no more than the number of User Accounts specified by the applicable subscription. Additional User Accounts may be added during the applicable subscription term at the then-current list price determined by Lifesize. The expiration date of the term of the User Accounts for these added User Accounts will be the same as the expiration date of the term of the pre-existing subscription. If Lifesize determines that you are not complying with the Terms of Use described in this paragraph, in addition to any other remedies, Lifesize may immediately suspend or terminate the applicable user accounts and subscription and/or invoice you for the fees attributable to the additional User Accounts.

7. SOFTWARE AND AUTOMATIC UPDATES

The Software may automatically report version number or other diagnostic information and may automatically download upgrades to the Lifesize Software to update, enhance and further develop the Services, including providing bug fixes, patches, enhanced functions, missing plug-ins and new versions.

8. OTHER RESTRICTIONS ON USE

You may not use Lifesize Cloud to:

- (a) harvest or otherwise collect information about others, including email addresses, without their consent;
- (b) attempt to gain unauthorized access to Lifesize Cloud, other User Accounts, computer systems or networks connected to Lifesize Cloud, through password mining or any other means;
- (c) reproduce, sell, or distribute the Services for any purpose unless you have been specifically permitted to do so under a separate agreement with Lifesize;
- (d) offer or use the Services on a timeshare or service bureau basis, or use the Services to operate a Web-site or otherwise generate income from the Services or use the Services for the development, production or marketing of a service or product substantially similar to the Services; or
- (e) engage in any activity in any manner that could damage, disable, overburden, impair or otherwise interfere with or disrupt the Services or any servers or networks connected to the Services or the Services security systems.

Lifesize reserves the right to exercise whatever means it deems necessary to prevent unauthorized access to or use of Lifesize Cloud, including, but not limited to, technological barriers, IP mapping, and direct contact with your Internet Service Provider (ISP).

9. MODIFICATIONS TO SERVICE

Lifesize reserves the right at any time, and from time to time, to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice. You agree that Lifesize shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Services, except as expressly provided in a separate written agreement with Lifesize.

10. COPYRIGHT

You may not post, modify, distribute, or reproduce in any way copyrighted material, trademarks, rights of publicity or other proprietary rights without obtaining the prior written consent of the owner of such proprietary rights. Lifesize may deny access to the Lifesize Cloud Service to any User who is alleged to infringe another party's copyright. Without limiting the foregoing, if You believe that Your copyright has been infringed, please provide Lifesize's Copyright Agent with the following information: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (ii) a description of the copyrighted work that You claim has been infringed; (iii) a description of where the material that You claim is infringing is located on the Services; (iv) Your address, telephone number, and email address; (v) a written statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (vi) a statement by You, made under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf. Lifesize's Copyright Agent for notice of claims of copyright infringement can be reached as follows: email: copyright@lifesize.com; regular mail: Lifesize, 1601 S. MoPac Expressway, Suite 100, Austin, TX 78746 USA. In the event Your content is removed pursuant to this process, You will receive information on how to file a counter-notice. Notices and counter-notices are legal notices distinct from regular Service activities or communications. As such, they are not subject to Lifesize's Privacy Policy. This means Lifesize may publish or share them with third parties at our discretion, and Lifesize may produce them pursuant to a legal discovery request.

11. INDEMNIFICATION

11.1 By Lifesize. Lifesize will indemnify, defend, and hold you harmless from and against all third party liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim that the Services or the Lifesize Software infringe or misappropriate any patent, copyright, trade secret or trademark of such third party; provided that you (a) promptly notify Lifesize of such a claim; (b) provide Lifesize sole control over the defense of such a claim; and (c) cooperate with Lifesize in the defense of such a claim. Notwithstanding the foregoing, in no event shall Lifesize have any obligations or liability under this Section arising from: (i) use of any Services or Lifesize Software in a modified form or in combination with materials not furnished by Lifesize, and (ii) any Content, information or data provided by you, end users or other third parties.

11.2 By You. You agree to indemnify and hold harmless Lifesize, its affiliates, officers, directors, employees, shareholders, agents, licensors and subcontractors, from and against any and all liabilities, losses, damages, costs and expenses (including legal fees and expenses) associated with any claims, action or proceeding brought against Lifesize or its affiliates, officers, directors, employees, shareholders, agents, licensors and subcontractors that may arise from your breach of these Terms, or from any use which you make of the Lifesize Software and Lifesize Cloud. Lifesize shall have the right to control the defense, settlement, adjustment or compromise of any such claim, action or proceeding using counsel selected by Lifesize. Lifesize will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it. Without limiting the generality of the preceding paragraph, you agree that the indemnity provided in this Section shall include and apply to any liabilities, losses, damages, costs and expenses arising from Content you transmit to others using Lifesize Cloud.

11.3 Possible Infringement. If Lifesize reasonably believes the Services or Lifesize Software infringe a third party's Rights, then Lifesize will: (a) obtain the right for Company, at Lifesize's expense, to continue using the Services or Lifesize Software; (b) provide a non-infringing functionally equivalent replacement; or (c) modify the Services or Lifesize Software so that they are functionally equivalent and no longer infringe. If Lifesize does not believe the foregoing options are commercially reasonable, then Lifesize may suspend or terminate Company's use of the impacted Services or Lifesize Software. If Lifesize terminates the impacted Services, then Lifesize will notify Company or Reseller, or both, and will provide a pro-rata refund of the unearned fees actually paid by you applicable to the period following termination of such Services.

12. DISCLAIMER OF WARRANTIES

12.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LIFESIZE CLOUD AND THE LIFESIZE SOFTWARE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF LIFESIZE CLOUD AND THE LIFESIZE SOFTWARE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. LIFESIZE AND ITS LICENSORS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO LIFESIZE CLOUD AND THE LIFESIZE SOFTWARE, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. LIFESIZE DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF LIFESIZE CLOUD AND THE LIFESIZE SOFTWARE, THAT THE FUNCTIONS CONTAINED IN LIFESIZE CLOUD AND THE LIFESIZE SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF LIFESIZE CLOUD AND THE LIFESIZE SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, THAT DEFECTS IN LIFESIZE CLOUD OR THE LIFESIZE SOFTWARE WILL BE CORRECTED, OR THAT THE QUALITY OF ANY LIFESIZE PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU (INCLUDING LIFESIZE CLOUD AND THE LIFESIZE SOFTWARE) WILL MEET YOUR EXPECTATIONS. NO LIFESIZE RESELLER, AGENT, OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATION, EXTENSION, OR ADDITION TO THIS DISCLAIMER OF WARRANTY. Some jurisdictions do not allow exclusions of implied warranties or limitations on applicable statutory rights of consumers, so the above exclusions and limitations may not apply to you.

12.2 THE USE OF LIFESIZE CLOUD AND THE LIFESIZE SOFTWARE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

12.3 LIFESIZE DOES NOT MONITOR OR EDIT THE CONTENT WHICH YOU RECEIVE FROM OTHERS THROUGH LIFESIZE CLOUD, AND ACCEPTS NO RESPONSIBILITY OR LIABILITY FOR THAT CONTENT REGARDLESS IF SUCH CONTENT IS TRANSMITTED TO YOU IN BREACH OF THESE TERMS. LIFESIZE MAKES NO WARRANTY WITH RESPECT TO THE CONTENT YOU MAY RECEIVE THROUGH LIFESIZE CLOUD. IN PARTICULAR, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LIFESIZE MAKES NO WARRANTY THAT SUCH CONTENT WILL BE FREE OF ANY VIRUS, WORM, TROJAN HORSE, TIME BOMB, CANCELBOT, OR OTHER DESTRUCTIVE PROGRAM. YOU EXPRESSLY ACKNOWLEDGE THAT AS USED IN THIS SECTION 12, THE TERMS LIFESIZE INCLUDES LIFESIZE'S AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS AND SUBCONTRACTORS.

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12.7 Your Own Risk. You acknowledge and agree that the entire risk arising out of the use or performance of the Lifesize Software and Lifesize Cloud remains with you, to the maximum extent permitted by law.

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12.9 Utilization of Your Device. The Lifesize Software may utilize the processor and bandwidth of the devices you, your Administrators and your end-users are utilizing, for the limited purpose of facilitating the communication between users. Lifesize will use its commercially reasonable efforts to protect the privacy and integrity of the resources of such devices. However, Lifesize cannot give any warranties in this respect.

12.10 Force Majeure. You acknowledge and understand that if Lifesize is unable to provide the Lifesize Software or Services as a result of a force majeure event, Lifesize will not be in breach of any of its obligations towards you under this Agreement. A "force majeure" event means any event beyond the control of Lifesize. In the event Lifesize is affected by a force majeure event, it shall notify you as soon as reasonably practicable of the estimated extent and duration of its inability to perform or delay in performing its obligations. LIFESIZE SHALL NOT HAVE ANY LIABILITY TO YOU WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER FORM OF LIABILITY FOR FAILING TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT TO THE EXTENT THAT SUCH FAILURE IS AS A RESULT OF A FORCE MAJEURE EVENT.

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TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL LIFESIZE OR ITS LICENSORS BE LIABLE FOR ANY COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, LOST PROFITS, LOSS OF INFORMATION OR DATA, OR ANY OTHER SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING IN ANY WAY OUT OF THE SALE, LICENSE OR USE OF, OR INABILITY TO USE ANY LIFESIZE PRODUCT OR SERVICE (INCLUDING LIFESIZE CLOUD AND THE LIFESIZE SOFTWARE), HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), EVEN IF LIFESIZE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO CASE WILL LIFESIZE'S AND ITS LICENSORS' TOTAL LIABILITY EXCEED THE ACTUAL MONEY PAID FOR THE

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YOU EXPRESSLY ACKNOWLEDGE THAT AS USED IN THIS SECTION 13, THE TERMS LIFESIZE INCLUDES LIFESIZE'S OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS AND SUBCONTRACTORS.

14. TERMINATION

14.1 These Terms are Effective Until Terminated. Either you or Lifesize may terminate your User Account and these Terms at any time with or without cause. Your only remedy with respect to any dissatisfaction with (i) Lifesize Cloud or the Lifesize Software, (ii) the Terms, (iii) any policy or practice of Lifesize in operating Lifesize Cloud, or (iv) Content transmitted through Lifesize Cloud, is to terminate your User Account. Upon any violation of any of the provisions of these Terms, rights to use the Lifesize Software and Lifesize Cloud shall automatically terminate and you must destroy all copies of the Lifesize Software in your possession or control. If Lifesize makes a request via public announcement or press release to stop using the copies of the Lifesize Software, you will comply immediately with this request. The provisions of Sections 6, 8, 11, 12 and 13 will survive any termination of these Terms.

14.2 Suspension. If Lifesize becomes aware of an end-user's violation of these Terms, then Lifesize may specifically request that you suspend the applicable User Account and will explain the reason for the request to suspend. If Company fails to comply with Lifesize's request to suspend a User Account, following written notice, then Lifesize may do so. The duration of any suspension by Lifesize will be until the applicable end-user has cured the breach which caused the suspension.

14.3 Termination by Lifesize. Without limiting other remedies, Lifesize may limit, suspend, or terminate these Terms and your use of Lifesize Software and the Services, prohibit access to Lifesize Cloud and delete your User Account and/or user ID, with immediate effect, if we think that you are in breach of this Agreement, creating possible legal liabilities, acting inconsistently with our acceptable use policies, which can be found at www.lifesize.com, infringing someone else's intellectual property rights, engaging in fraudulent, immoral or illegal activities, or for other similar reasons. Lifesize shall effect such termination by providing notice to you to the email address you have provided, and/or by preventing your access to the respective User Account. We reserve the right to cancel User Accounts that have been inactive for more than one (1) year.

14.4 Termination by You. You may terminate this Agreement with immediate effect at any time, with or without cause and without recourse to the courts, provided that you will meet with the conditions as set forth in Section 14.5 below.

14.5 Consequences of Termination. Upon termination of this Agreement, you (a) acknowledge and agree that all licenses and rights to use the Lifesize Software or Services shall terminate; (b) will cease any and all use of the Lifesize Software or Services; and (c) will remove the Lifesize Software from all hard drives, networks and other storage media and destroy all copies of the Lifesize Software in your possession or under your control.

14.6 No Liability. Lifesize will not be liable in respect to any damage caused by the termination of this Agreement.

15. NOTICE

You agree that Lifesize may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on <http://www.lifesize.com/cloud-absolute-urls/terms>.

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Lifesize, Inc.
1601 S. MoPac Expressway, Suite 100
Austin, TX 78746

Lifesize and you acknowledge and agree that Apple, and Apple’s subsidiaries, are third party beneficiaries of these Terms of Service with respect to the Apple-Enable Software, and that, upon your acceptance of the terms and conditions of these Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service against you with respect to the Apple-Enable Software as a third party beneficiary thereof.

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20. CONTROLLING LAW AND SEVERABILITY

This agreement will be exclusively governed by and construed in accordance with the laws of the United States and the State of Texas, without regard to or application of its choice of law rules or principles. If for any reason a court of competent jurisdiction finds any provision of these Terms, or portion thereof, to be unenforceable, that provision of these Terms will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

21. COMPLETE AGREEMENT; GOVERNING LANGUAGE

This Agreement constitutes the entire agreement between the parties with respect to the use of the Services and Software and supersedes all prior or contemporaneous understandings, communications or agreements, written or oral, regarding such subject matter. No amendment to or modification of these Terms will be binding unless in writing and signed by Lifesize. Any translation of this Agreement is done for local requirements and in the event of a dispute between the English and any non-English version, the English version of these Terms will govern.

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