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1.3 Licensee acknowledges that the Software is the exclusive property of Lifesize 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 Lifesize irreparable injury and thus Lifesize shall be entitled to equitable relief without a need to demonstrate irreparable injury or to post a bond.

1.4 Licensee acknowledges that Lifesize may collect and track non-personally identifiable information about your Lifesize product(s) and its use to assist Lifesize with the development of new products and improvement thereof, operation and function of your Lifesize product(s). Lifesize reserves the right to compile, save and to analyze any and all such data collected. Lifesize's use of any such data shall be for internal purposes only and will be treated as confidential.

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6.3 Licensee agrees that if Licensee engages in any misuse of the Software in a manner that causes a third party (or the government) to make a claim against Lifesize as a proximate result of that action or inaction, Licensee will indemnify and hold harmless Lifesize from and against any and all such damages, claims, costs and expenses (including reasonable attorney fees).

7. AUDIT.

Upon written notice, Lifesize 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 Lifesize. In the event of discrepancies, without limiting any of Lifesize'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 Lifesize any sums owed and Lifesize's cost of the audit.

8. GENERAL.

8.1 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.

8.2 Notices. All notices, requests, demands, waivers and other communications required or permitted to be given under this Agreement to Lifesize 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).

8.3 Controlling Law and Severability. If Licensee resides in the U.S.A., 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 Licensee resides outside the U.S.A., this agreement will be exclusively governed by the laws of Switzerland. If for any reason a court of competent jurisdiction finds any provision of this agreement, or portion thereof, to be unenforceable, that provision of the agreement 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.

8.4 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.

8.5 Assignment; No Third Party Beneficiaries. This Agreement may not be assigned by Licensee without Lifesize'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.

8.6 Complete Agreement; Governing Language. This agreement constitutes the entire agreement between the parties with respect to the use of the Software and supersedes all prior or contemporaneous understandings, communications or agreements, written or oral, regarding such subject matter. No amendment to or modification of this agreement 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 this agreement will govern.

8.7 Export Restrictions. Licensee agrees that it may not export or re-export the Product in violation of any applicable laws or regulations including without limitation those of the United States of America, the European Union, Switzerland and/or the laws or regulation of the jurisdiction(s) in which the Product was obtained.

8.8 U.S. Government End Users. The Product is a "Commercial Item", as that term is defined at 48 C.F.R. 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," and is being licensed to U.S. Government end users (a) only as Commercial Items, and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions of this agreement. Unpublished-rights reserved under the copyright laws of the United States.

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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 Lifesize 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 4.1 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 Lifesize is in breach of a condition or warranty implied by the Trade Practices Act of 1974, Lifesize'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 4.1 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 5 of the Agreement, Lifesize'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 Software. The foregoing limitation shall not apply to damages for bodily injury and damages to real property and tangible personal property for which Lifesize may be legally liable. In no event is Lifesize 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 8.3 of the Agreement for controlling law 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. Any other requirements set forth in Section 8.6 of the Agreement shall remain in full force and effect to the extent permitted by applicable law.

Canada

If the requirements in Section 8.3 of the Agreement for controlling law 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.

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 4.2 of the Agreement.

France

If the requirements in Section 8.3 of the Agreement for controlling law 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 4.1 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 5 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 Lifesize's intentional or grossly negligent conduct.

Greece

If the requirements in Section 8.3 of the Agreement for controlling law 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 8.3 of the Agreement for controlling law are held invalid or unenforceable, the laws of Hong Kong Special Administrative Region of China shall govern this Agreement.

Ireland

Except as expressly provided in the Agreement and without limiting the generality of the disclaimer of implied warranties in Section 4.2, 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. Lifesize'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 8.3 of the Agreement for controlling law 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 8.3 of the Agreement for controlling law 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.

Malaysia

The word "special" shall be removed from the limitation of damages provision in Section 5 of the Agreement.

New Zealand

The warranties specified in Section 4.1 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 5 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 Licensee and those incurred outside the People's Republic of China will be borne by Lifesize.

Portugal

If the requirements in Section 8.3 of the Agreement for controlling law 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 5 of the Agreement. Supplementing Section 8.5 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 8.3 of the Agreement for controlling law 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 Lifesize may have given you prior to the selection of the Software, Lifesize is not responsible, as described in Section 4.2 of the Agreement, for the results obtained.

Spain

If the requirements in Section 8.3 of the Agreement for controlling law 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 8.3 of the Agreement for controlling law 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 5 of the Agreement, Lifesize 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 Lifesize’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 Lifesize’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 Lifesize’s entire liability and your sole remedy, whether in contract or in tort, in respect of any default.

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