

ACCEPTABLE USE POLICY

At Lifesize, we are committed to delivering Services in a manner that maintains your trust and confidence, and that reflects our core value of acting with integrity. In return, we trust that you will use the Services responsibly. This means that you will use the Services only for purposes that are legal and proper, in accordance with this Acceptable Use Policy (this "Policy") and the Terms of Service (the "Terms"). In particular, you will use the Services only for the internal business purposes of the Customer that purchased such Services, and not for any other purpose. Capitalized words that are used but not defined in this Policy have the definitions provided in the Terms.

If you cannot comply with this Policy, please do not use the Services.

1. **Prohibited Uses.** By using the Services, you agree that you will not misuse the Services or assist any other person to do so. You may not do or attempt to do any of the following in connection with the Services. This list of prohibitions provides examples of prohibited conduct, and is not intended to be a complete or exclusive list of all prohibitions:

- 1.1. Engage in any activity that could damage, disable, overburden, impair, interfere with or disrupt the Services, host, system or network connected to the Services, including, without limitation, overloading, flooding, spamming or mail-bombing any part of the Services, or by using 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 Services, computer software or hardware, or telecommunication equipment;
- 1.2. Probe, scan or test the vulnerability of any system or network connected to the Services;
- 1.3. Attempt to bypass or break any security mechanism on any of the Services or use the Services in any other manner that poses a security or service risk to Lifesize or to any customer or user of our Services;
- 1.4. Harvest or otherwise collect information about others, including email addresses, without their consent;
- 1.5. Intercept or monitor, damage or modify any communication which is not intended for you;
- 1.6. Gain unauthorized access to any part of the Services, any other User Account, computer systems or networks connected to the Services, through password mining or any other means;
- 1.7. Copy, modify, disassemble, reverse engineer, decompile, or otherwise attempt to derive source code from the Services in whole or in part;
- 1.8. Reproduce, sell, or distribute the Services to third parties for any purpose other than the internal business purposes of the Customer that purchased such Services, unless specifically authorized as a reseller or distributor by Lifesize under a separate written agreement;
- 1.9. Modify, adapt, or create derivative works based on the Services;
- 1.10. Re-license, sublicense or offer or use the Services on a timeshare or service bureau basis, or on behalf of a third party, or use the Services for the development, production or marketing of a service or product substantially similar to the Services;
- 1.11. Send any unsolicited commercial communication or spam not permitted by applicable law;
- 1.12. Send altered, deceptive or false source-identifying information, including "spoofing" or "phishing";

- 1.13. Circumvent any limits imposed on the Service or inherent in the applicable subscription plan or feature purchase, including number of User Account, Record Content storage Limits, Live Stream hours, etc.
- 1.14. Transmit materials that, in Lifesize's sole discretion, are unlawfully pornographic or indecent, or that contain criminal or violent acts;
- 1.15. Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- 1.16. Facilitate, promote or enable any criminal or illegal activity;
- 1.17. Violate the law in any way, including storing, publishing or sharing material or information that is fraudulent, defamatory, libelous or misleading, or is otherwise malicious or harmful to any person or entity, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation or age; or
- 1.18. Infringe, misappropriate or violate the rights of third parties including, without limitation, intellectual property, publicity or privacy rights, or broadcast content belonging to third parties without obtaining prior consent.

2. **Additional Restrictions for Live Stream.** Streaming features enabled through the Lifesize App may not be used for indefinite or unlimited streaming. Customers and Authorized Users may only use Live Stream to broadcast a specific event with a defined audience for internal business purposes only. Live Stream capacity may not be resold by a Customer or Authorized User to third parties, or used to broadcast content belonging to third parties. Without limiting the following, you will not use Live Stream to take any action that imposes or may impose (as determined in Lifesize's sole discretion) an unreasonable or disproportionately large load on Lifesize's infrastructure. Lifesize may disable access to the Live Stream for any user found violating this Policy by streaming abnormally excessive content.

3. **Use Outside of the United States.** The Services, any related Software, and the transmission of applicable data, if any, is subject to United States export controls. When using the Services, you agree to comply with import, export and economic sanction laws and regulations that prohibit or restrict the export, re-export, or transfer of products, technology, services or data, directly or indirectly, to or for certain countries, end uses or end users. In addition, Customers and Authorized Users accessing the Services outside of the United States must comply with local rules regarding online conduct and acceptable Customer Content. The Services are expressly prohibited from the following uses:

- 3.1. By any end user located in Cuba, Iran, North Korea, Sudan or Syria, or associated with any of these countries;
- 3.2. By any end user identified as a Specially Designated National by the Office of Foreign Assets Control maintained by the U.S. Department of the Treasury, or on the Denied Persons, Entity, or Unverified Lists of the Bureau of Industry and Security maintained by the U.S. Department of Commerce; and
- 3.3. In connection with nuclear activities, the development of biological or chemical weapons, or to support terrorist activities.

4. **No Emergency or Life-Safety Services.** The Services are not intended to support or transmit emergency calls to a hospital, law enforcement agency, medical care provider, fire department, or any other kind of emergency response service. In addition, the Services are not intended for use in aircraft or watercraft navigation systems, air or water traffic control systems, medical devices or other equipment in which the failure of the Services could lead to death, personal injury, or severe physical or environmental damage. Alternative communication arrangements, such as a traditional land-line or wireless telephone service, are necessary to communicate with and access emergency or life-safety services and systems. Lifesize has no liability or responsibility in connection with any attempted use of the Services for these purposes.

5. **Violations.** Lifesize reserves the right to investigate anyone who, in Lifesize's sole discretion, is suspected of violating this Policy. Lifesize may take any action it deems appropriate, including but not limited to contacting law enforcement authorities, blocking or removing Customer Content believed to be in violation of this Policy, temporarily or permanently disabling Customer's access to the Service, and terminating or suspending User Accounts. In addition, Lifesize reserves the right to exercise whatever means it deems necessary to prevent unauthorized access to or use of the Services, including, but not limited to, implementing technological barriers, IP mapping, and direct contact with an unauthorized user's internet service provider. Lifesize's failure to enforce this Policy in each and every instance in which it might have application does not amount to a waiver of Lifesize's rights hereunder.

6. **Changes to Policy.** Lifesize reserves the right to change this Policy from time to time without notice by posting changes to www.lifesize.com. When we do, we will also revise the "last updated" date of the Policy.