



INDIRECT RESELLER AGREEMENT

This Indirect Reseller Agreement (“**Agreement**”) is entered into by and between the individual or entity entering into this Agreement by electronic means (“**Reseller**”) and Lifesize, Inc. having its principle place of business at 1601 S. MoPac Expressway, Suite 100, Austin, Texas, 78746, the United States of America (“**Lifesize**”).

1. Definitions.

“**Channel Partner Program**” means the program established by Lifesize for the promotion, sale and distribution of products by resellers, as modified from time to time, and as more fully described in the Channel Partner Program Guide.

“**Channel Partner Program Guide**” means the program guide describing the features, benefits and requirements of the Channel Partner Program as posted on the Partner Portal, as modified from time to time, upon thirty (30) days’ written notice.

“**Confidential Information**” means information disclosed by one party to the other party in the course of this Agreement that is marked or identified as, or should be reasonably understood to be, confidential or proprietary to the disclosing party. Confidential Information does not include information that is publicly available through no wrongful act of either party, rightfully received from a third party without obligation of confidentiality, rightfully known or received prior to disclosure, or independently developed without breach of any confidentiality agreement.

“**Distributor**” means the authorized distributor(s) from whom Reseller acquires Products.

“**Marks**” means the trademarks, service marks, trade names and logos listed from time to time on the Partner Portal for use by Reseller in connection with the Channel Partner Program.

“**Partner Portal**” means the website maintained by Lifesize through which authorized channel partners may access information and tools in connection with the Channel Partner Program.

“**Products**” means the equipment and components, the computer software programs (excluding source code) and product documentation, and the customer services, maintenance, training and warranty services available for resale or distribution by Reseller pursuant to the Channel Partner Program.

“**Territory**” means the country in which Reseller is headquartered unless specified otherwise in writing by Lifesize.

2. Appointment and License Grants.

2.1. Lifesize appoints Reseller as a non-exclusive reseller of Products, during the term of this Agreement, to acquire Products from Distributor and resell the Products directly to end-user customers in the Territory. Reseller may only sell Products to end-user customers for their own internal use. Reseller may only sell Products to end-user customers located in the Territory, provided that for any customer headquartered within the Territory, Reseller may ship Products to the customer’s locations outside of the Territory. Reseller acknowledges that Lifesize may appoint other resellers to sell Products in the Territory.

2.2. Software and documentation constituting or included with Products are licensed, not sold. Subject to the terms of this Agreement, Lifesize grants Reseller a non-exclusive, non-transferable license to distribute the software and documentation, only as originally packaged or included with Products, to end-user customers that are bound by the applicable end-user license agreement. All other uses are strictly forbidden. Reseller acknowledges that it shall not modify copy or reverse engineer the software.

2.3. Unless otherwise prohibited by law, at the time of purchase of each piece of hardware or software, Reseller shall purchase at least one year of Assurance Maintenance Service, as more fully described in the Channel Partner Program Guide, for each unit of hardware or software purchased, unless otherwise indicated in Lifesize’s price list.



2.4. Subject to the terms of this Agreement, Lifesize grants Reseller the non-exclusive, non-transferable right to use the Marks for the sole purpose of marketing the Products for sale to end-user customers in the Territory. Reseller's specific usage must be approved in advance by Lifesize and shall conform to Lifesize's trademark usage guidelines in effect from time to time.

2.5. Subject to the terms of this Agreement, Lifesize grants Reseller the non-exclusive, non-transferable right to access and use the Partner Portal and the information included on the site for the limited purpose of participating in the Channel Partner Program. Reseller's use of the Partner Portal is subject to the terms of use provided on the site. Reseller shall limit access to only those employees reasonably requiring such access, and shall promptly notify Lifesize of any change in their employment status. The information included in the Partner Portal, including program terms, discounts and incentives, technical data, marketing strategies, etc., shall be considered Confidential Information of Lifesize.

3. **Program Terms.**

3.1. Additional terms and conditions applicable to Reseller's participation in the Channel Partner Program, including Reseller's designated partner level requirements, are set forth in the Channel Partner Program Guide, a copy of which has been reviewed by Reseller. Lifesize reserves the right to modify the Channel Partner Program Guide upon thirty (30) days' prior written notice. If Reseller fails to comply with any applicable requirements, including Reseller's designated partner level requirements, Lifesize may change Reseller's partner level or may immediately terminate this Agreement. The Channel Partner Program Guide is posted on the Partner Portal.

3.2. Distributor shall determine the pricing for Products offered for sale to Reseller. Reseller shall determine, unilaterally and in its sole discretion, the pricing for products offered for resale to end-user customers. If Reseller is based in the United States of America, Reseller acknowledges that Lifesize has unilaterally adopted a Minimum Advertised Price Policy that is only applicable in the United States, a copy of which is attached as Exhibit 1.

3.3. Reseller may be eligible for certain discounts and incentives as set forth in the Channel Partner Program Guide. The discounts and incentives are based on Lifesize's published price list for the Territory. Lifesize reserves the right to revise its published prices or change or discontinue the Products on its published price list upon thirty (30) days' prior notice. The published price list for Products is posted on the Partner Portal.

3.4. Reseller shall provide Distributor, at the time of purchase from Distributor, with the end-user customer information corresponding to such purchase including customer name, company name, address, phone number, and e-mail address.

4. **Term and Termination.** Except as otherwise provided, the initial term of this Agreement begins on the Effective Date and continues until terminated. Either party may terminate this Agreement for convenience at any time upon thirty (30) days' prior written notice to the other party. If either party fails to perform any material provision of this Agreement, the other party may immediately terminate this Agreement if such failure is not cured within thirty (30) days after notice thereof. All licenses granted herein, including Reseller's rights to distribute and support Products, shall immediately terminate upon termination of the Agreement. Reseller agrees that it will not be damaged by termination of this Agreement in the manner permitted. Sections 4 through 9 shall survive termination of this Agreement.

5. **Confidential Information.** For five years from the date of disclosure, the recipient of Confidential Information agrees to: (a) protect the Confidential Information as it would protect its own information of like importance, but with not less than a reasonable degree of care; (b) use the Confidential Information only for the purposes stated in this Agreement; (c) disclose the Confidential Information only to employees with a need to know and to consultants with a need to know who are bound by a written agreement sufficient to enable the recipient to comply with this Agreement; and (d) not disclose the Confidential Information to third parties. If recipient attempts to use, disseminate, or dispose of Confidential Information in a manner contrary to the terms of this Agreement, due to the absence of an adequate remedy at law, the disclosing party may be irreparably injured and shall have the right to injunctive relief enjoining such acts or attempts without the necessity of obtaining a bond or other security therefore, in addition to any other remedy available at law. Should recipient be required to disclose Confidential Information by governmental or judicial order, recipient will give the disclosing party prompt written notice and will comply with any protective order that is imposed on such disclosure. Neither party warrants or guarantees the accuracy of any Confidential Information. Upon termination of this agreement and request of the disclosing party, the receiving party shall return to the disclosing party or destroy all Confidential Information of the other party in its possession or control.



6. **Warranty Disclaimer.** LIFESIZE MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WITH RESPECT TO THE PRODUCTS THROUGH THIS AGREEMENT AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. Reseller is not authorized to make any warranties or representations on behalf of Lifesize. The only warranties provided by Lifesize with respect to Products are provided to end-user customers pursuant to the applicable end-user license agreements.

7. **Limitation of Liability.** IN NO EVENT SHALL LIFESIZE OR ITS SUPPLIERS BE LIABLE FOR DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR OTHER SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES EVEN IF DAMAGES COULD HAVE BEEN FORESEEN OR IF LIFESIZE HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, LIFESIZE WILL NOT BE LIABLE UNDER THIS AGREEMENT FOR AMOUNTS THAT IN THE AGGREGATE ARE IN EXCESS OF THE AMOUNTS PAID TO DISTRIBUTOR FOR PRODUCTS DURING THE SIX-MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF DAMAGES AROSE.

8. **Regulatory/Export Compliance.** Reseller, at its own expense, will comply with all applicable laws, orders, and regulations of any governmental authority with jurisdiction over its activities in connection with this Agreement. Reseller will furnish to Lifesize any information required to enable Lifesize to comply with applicable laws and regulations related to the Products. Reseller shall not export or re-export the Products purchased under this Agreement in violation of any applicable laws or regulations including without limitation those of the United Nations, the United States of America, the European Union, Switzerland and /or the country in which Products were delivered to Reseller. Reseller agrees to be solely responsible for compliance with any laws, regulations, treaties and other requirements on export control. Additional information about end-users and/or completion of additional export control documents may be required and it is Reseller's responsibility to ensure it is aware of and complies with such information and documentation. Reseller acknowledges that it is aware of the provisions of the United States Foreign Corrupt Practices Act, 15 U.S.C. §§ 78dd-1, et seq. ("FCPA") and that it will comply therewith. Notwithstanding any other provision of this Agreement, and in addition to any other remedies available to Lifesize, violation of the FCPA shall be grounds for immediate termination of this Agreement without further liability on the part of Lifesize.

9. **Miscellaneous Provisions.** All notices shall be given in writing via certified mail or reputable overnight courier or, in the case of notices to Reseller, notices may also be given via electronic mail at the e-mail address set forth in the partner registration application. Reseller may not assign or otherwise transfer this Agreement or any rights or obligations provided hereunder (including without limitation through a merger, consolidation, or reorganization) without the prior written consent of Lifesize, such consent not to be unreasonably withheld. Lifesize may assign this Agreement without the Reseller's consent to any affiliate or an entity that merges with or into Lifesize or acquires all or substantially all of the business, assets or capital stock relating to this Agreement. The waiver or failure of either party to exercise any right provided herein will not be deemed a waiver of any further right under this Agreement. If any provision is invalid, illegal, or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the remainder of the Agreement will be valid and enforceable to the maximum extent possible. The parties are independent contractors and this Agreement is not intended to be nor will it be construed as a joint venture, association, partnership, or other form of a business organization or agency relationship. Neither party may represent that it has the authority to assume or create an obligation on behalf of the other. Reseller shall not take any action or make any statement that may reasonably be expected to have any adverse effect on Lifesize's business, reputation, trademarks, trade names, or goodwill. Reseller shall not issue any press releases or public announcements regarding this Agreement or the relationship of the parties without Lifesize's prior written approval. This Agreement shall be governed by and construed under the laws of the state of Texas, without reference to conflicts of laws provisions thereof. Venue and jurisdiction will lie solely in Travis County, Texas. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior oral and written communications or agreements relating to the subject matter herein, including any existing reseller agreement between Reseller and Lifesize. Except as otherwise provided herein, this Agreement cannot be changed or modified except by written agreement signed by authorized representatives of both parties.



EXHIBIT 1

Minimum Advertised Price Policy

The purpose of the Lifesize Minimum Advertised Price Policy (the "**Policy**") is to maintain and build brand equity and encourage the promotion and investment by Lifesize's channel partners in Lifesize products and services (collectively, "**Products**"). Lifesize has unilaterally adopted this Policy, and it is applicable to all Lifesize channel partners in the United States, including dealers, distributors, and resellers ("**Channel Partners**"). The effective date of this Policy is May 1, 2008, and the Policy applies to each of the Products listed on Lifesize's web site at www.lifesize.com.

Each Channel Partner is free to establish its own resale prices and advertised prices for Products. However, Lifesize may, without assuming any liability, refuse to accept new orders for Products from a Channel Partner following verification by Lifesize to its satisfaction that the Channel Partner has advertised a Product to end-user customers at a net price less than the list price of the Product as set forth on Lifesize's published price list. For the purposes of this Policy, "advertising" shall include any price listing for Products accessible to end-user customers directly via the Internet or through print, television, or radio advertisements, but it shall not include a price quotation sent via e-mail to a single end-user customer.

This Policy and the suggested minimum advertised prices are subject to change at any time by Lifesize. Channel Partners will receive at least thirty (30) days' notice of any changes to this Policy, any changes to the suggested advertised price for any affected Product, or any additions or deletions to the Products covered by the Policy.

Lifesize does not ask for, require, nor will Lifesize accept, any agreement from Channel Partners regarding such Channel Partner's establishment of resale or advertised prices. Furthermore, Lifesize will not discuss with any Channel Partner such Channel Partner's establishment of resale or advertised prices. In no event shall any provision in any agreement between Lifesize and a Channel Partner be interpreted as constituting an agreement by Channel Partner to establish resale prices for Products or to establish advertised prices for Products.

The only Lifesize representative authorized to modify or alter this Policy is Lifesize's Policy Administrator. Any comments or questions regarding this Policy must be directed to the Policy Administrator at:

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

With a copy to:

Lifesize, Inc.
Attn: Legal Department
1601 S. MoPac Expressway, Suite 100
Austin, TX 78746