



Lifesize, Inc. Beta Test Terms and Conditions

By using the Beta-version of Lifesize products (the “Beta Products”), each user (“Beta Tester”) agrees to the following terms and conditions. As used herein, the term “Lifesize” refers to Lifesize, Inc.

1. **Beta Tester's Use of Beta Products.** Beta Tester shall test Beta Products under normally expected operating conditions in Beta Tester's environment during the test period designated by Lifesize. Beta Tester shall gather and report test data as agreed upon with Lifesize.
2. **Beta Products are Lifesize Trade Secrets.** The Beta Products, including any software and UX/UI design features, are proprietary to, and a valuable trade secret of, Lifesize. It is entrusted to Beta Tester only for the purpose set forth in this agreement. Beta Tester shall maintain the Beta Products in the strictest confidence. Beta Tester will not, without Lifesize's prior written consent:
 - a. disclose any information about Beta Products, their design and performance specifications, any applicable code, and the existence of the beta test and its results to anyone other than Beta Tester's employees who are performing the testing and who shall be subject to nondisclosure restrictions at least as protective as those set forth in this agreement;
 - b. copy any portion of the Beta Products or documentation, except (i) in the normal use of testing the recording features of a Beta Product, or (ii) to the extent necessary to perform beta testing; or
 - c. reverse engineer, decompile or disassemble the Beta Products or any portion thereof.
3. **Security Precautions.** Beta Tester shall take reasonable security precautions to prevent Beta Products from being seen by unauthorized individuals.
4. **Acceptable Use.** Beta Tester shall use Beta Products in accordance with Lifesize's acceptable use guidelines applicable to such Beta Products. Without limiting any such guidelines, Beta Tester shall not use any Beta Products to transmit content that violates any law, regulation, treaty or third party right, or that is unlawful, obscene, defamatory, or otherwise inappropriate as determined by Lifesize in its sole discretion. Beta Tester shall not take any action that imposes or may impose (in Lifesize's sole discretion) an unreasonable or disproportionately large load on Lifesize's infrastructure. Lifesize reserves the right to disable access to the Beta Products for any user found violating these terms.
5. **Term.** This agreement shall terminate at the end of the beta test period designated by Lifesize or when Lifesize asks Beta Tester to discontinue using the Beta Products, whichever occurs first. The restrictions and obligations contained in Sections 2-10 shall survive the expiration, termination or cancellation of this agreement, and shall continue to bind Beta Tester, its successors, heirs and assigns.
6. **Discontinued use of Beta Products.** Upon the conclusion of the testing period or at Lifesize's request, Beta Tester shall immediately discontinue use of the Beta Products.
7. **Disclaimer of Warranty.** The Beta Products are test products, and their accuracy and reliability are not guaranteed. Beta Tester waives any and all claims against Lifesize arising out of the performance or nonperformance of Beta Products. BETA PRODUCTS ARE PROVIDED AS IS, AND LIFESIZE DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE BETA PRODUCTS,



INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. **Limitation of Liability.** Lifesize shall not be responsible for any loss or damage to Beta Tester or any third parties caused by the Beta Products. LIFESIZE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE, WHETHER BASED ON CONTRACT OR TORT OR ANY OTHER LEGAL THEORY, ARISING OUT OF ANY USE OF BETA PRODUCTS OR ANY PERFORMANCE OF THIS AGREEMENT.
9. **No Rights Granted.** This agreement does not constitute a grant or an intention or commitment to grant any right, title or interest in any Beta Product or Lifesize's trade secrets to Beta Tester. Beta Tester may not sell or transfer any portion of the Beta Products to any third party. Beta Tester shall not identify Beta Products as coming from any source other than Lifesize.
10. **No Assignments.** This agreement is personal to Beta Tester. Beta Tester shall not assign or otherwise transfer any rights or obligations under this agreement.
11. **General.**
 - a. **Relationships:** Nothing contained in this agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.
 - b. **Severability:** If a court finds any provision of this agreement invalid or unenforceable, the remainder of this agreement shall be interpreted so as best to effect the intent of the parties.
 - c. **Integration:** This agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This agreement may not be amended except in a writing signed by both parties.
 - d. **Waiver:** The failure to exercise any right provided in this agreement shall not be a waiver of prior or subsequent rights.
 - e. **Governing Law:** This agreement shall be governed in accordance with the laws of the State of Texas. The parties consent to the exclusive jurisdiction and venue of the federal and state courts located in Travis County, Texas in any action arising out of or relating to this agreement. The parties waive any other venue to which either party might be entitled by domicile or otherwise.