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3. **MAINTENANCE.** LifeSize or an authorized LifeSize reseller may provide Licensee with maintenance services related to the Software beyond the initial warranty period specified in Section 4.1 for an additional fee.

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6. **INDEMNIFICATIONS.**

6.1 **LifeSize Defense of Copyright Claims.** LifeSize will defend Licensee against any claim by an unaffiliated third party of Licensee that the Software infringes its copyright and will pay the amount of any resulting adverse final judgment (or settlement to which LifeSize consents), subject to applicable terms of this EULA. Licensee must notify LifeSize promptly in writing of the claim and give LifeSize sole control over its defense or settlement. Licensee agrees to provide LifeSize with reasonable assistance in defending the claim. LifeSize's obligations will not apply to the extent that any claim or adverse final judgment is based on (i) use of the Software after LifeSize notifies Licensee that Licensee's use of the Software must be discontinued due to such a claim; (ii) combining the Software with other technology including other computer software or other materials; (iii) use of, or access to, the Software by any person or entity other than Licensee as permitted herein; or (iv) an alteration of the Software by someone other than LifeSize or its contractors. Licensee will reimburse LifeSize for any costs or damages that result from these activities to the extent caused or resulting from the fault of Licensee, its directors, offices, employees, contractors, agents, or assignees.

If LifeSize receives information concerning a copyright infringement claim, it may, at its expense and without obligation to do so, either (i) procure for Licensee the right to continue to use the allegedly infringing Software, or (ii) modify the Software to make it non-infringing, or (iii) replace it with a non infringing functional equivalent, in which case Licensee will stop using the allegedly infringing Software immediately. If however, as a result of a copyright infringement claim, use of the Software is enjoined by a court of competent jurisdiction, LifeSize will use commercially reasonable efforts to either procure the right to continue its use, modify it to make it non infringing, or replace it with a non infringing functional equivalent.

6.2 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 EULA. 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 EULA, 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 EULA 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 EULA 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. **GOVERNING LAW.** This EULA shall be governed and construed under the laws of the United States and the State of Texas without reference to the conflict of laws principle. Any dispute between Licensee and LifeSize regarding this EULA will be subject to the exclusive venue of the state and federal courts located in Texas. This EULA is the entire EULA between Licensee and LifeSize and supersedes any other license or purchase order with respect to the Software. If any provision of this EULA is held invalid, the remainder of this EULA will continue in full force and effect. If the state of governing law and/or the exclusive venue requirement is held invalid or unenforceable, then governing law and jurisdiction shall be the laws of the country or territory in which you acquired the Software without regard to conflict of law principles, unless as otherwise set forth on Exhibit A attached hereto. Exhibit A, which is hereby incorporated by this reference, contains country-specific terms that shall supplement or amend the terms of this EULA. The parties hereby agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this EULA.

8.4. **TERMINATION.** This license shall be automatically terminated if Licensee fails to comply with the terms and conditions of this EULA. 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 EULA may not be assigned by Licensee without LifeSize's express written consent. The parties agree that there are no third party beneficiaries to this EULA, and no third party can claim any rights under or bring suit to enforce the terms of this EULA.

8.6. **ARBITRATION.**

8.6.1 Except for emergency relief for violations of license restrictions, any and all claims, disputes, and other matters in question arising out of or relating to this EULA or the relationship between the parties created by this EULA for damages or any other relief, and all defenses thereto ("Claims"), shall be resolved by binding arbitration. Unless as otherwise set forth in Exhibit A attached hereto, the arbitration shall be conducted in accordance with the rules of Arbitration of the Federal Arbitration Act and, to the extent an issue is not addressed by the federal law of arbitration, by the Commercial Arbitration Rules of the American Arbitration Association ("AAA").

8.6.2 The arbitration may be initiated by either party by written notice specifying the Claims to be arbitrated. If a party refuses to honor its obligations under this EULA to arbitrate, the other party may compel arbitration in either federal or state court. The making, validity, construction, and interpretation of this EULA to arbitrate, and all procedural aspects of the arbitration conducted pursuant to this EULA to arbitrate, including but not limited to, the determination of the issues that are subject to arbitration (i.e., arbitrability) shall be decided by the arbitrator. Unless as otherwise set forth in this EULA, the arbitrator shall apply federal law and the substantive laws of the State of Texas (excluding Texas choice-of-law principles that might call for the application of some other State's law) as applicable. The parties will provide each other with production of all requested documents and records reasonably related to the dispute in a manner that will minimize the expense and inconvenience of both parties. Further discovery will be as the arbitrators expressly allow on a showing of need. All arbitrator's orders and decisions may be enforceable in, and judgment upon any award rendered in the arbitration proceeding may be confirmed and entered by, any federal or state court of competent jurisdiction. All proceedings shall be conducted in English and, unless otherwise set forth in this EULA, shall take place in Austin, Texas.

8.6.3 Within thirty (30) days of the notice of initiation of the arbitration procedure, each party shall select one arbitrator. The Arbitrators then appointed will appoint a third arbitrator, who shall act as the chairman of the arbitration tribunal. All three arbitrators shall have over five years professional experience in computer technology and must not have previously been employed by either party or have a direct or indirect interest in either party or the subject matter of the arbitration. The arbitrators will have the exclusive authority to determine and to award the costs of arbitration and the costs incurred by any party for its attorneys, advisors, and consultants. Any award made by the arbitrator shall be final, binding, non-appealable and enforceable to the full extent of the law. Costs and fees of the arbitration will be borne by the non-prevailing party, unless the arbitrators determine otherwise. The arbitrator shall have no power to exceed any limitations of liability set forth in this EULA. The proceeding and the decision shall be kept confidential by the parties. No Claim may be brought as a class action, combined, or consolidated with any other proceeding, nor may any proceeding be pursued in a representative capacity or on behalf of a class. Neither party has the right to act as a class representative or participate as a member of a class of claimants with respect to any Claim.

8.7 **STATUTE OF LIMITATIONS.** Unless otherwise provided by applicable law without the possibility of contractual waiver or unless as set forth on Exhibit A attached hereto, neither party has the right to bring a legal action under this EULA more than two years after the cause of action arose.

9. **EXPORT RESTRICTIONS.** Licensee may not export or re-export the Software (a) into or to a nation or country to which the United States has embargoed goods, or (b) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Deny Orders. By installing or using the Software, you are representing and warranting that you are not located in, under the control of, or a national or resident of any such country or on any such list.

BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE, LICENSEE AGREES TO BE BOUND BY THE TERMS OF THIS EULA, INCLUDING THE WARRANTY DISCLAIMERS, LIMITATIONS OF LIABILITY AND TERMINATION PROVISIONS ABOVE.

I ACCEPT

**EXHIBIT A
COUNTRY-SPECIFIC TERMS**

The country-specific terms set forth herein supplement or amend the applicable terms of the EULA, and only apply to those Licensees incorporated or operating in these countries. This Exhibit A is part of the EULA between LifeSize and Licensee. In the event of conflict between the terms of the EULA 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 EULA. The terms of the EULA 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 EULA, 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 EULA 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 EULA, 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 EULA 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 EULA for Texas governing law and exclusive venue in Texas are held invalid or unenforceable, the laws of Austria shall apply to this EULA and jurisdiction for all disputes shall be a competent court of law in (Inner-City) Vienna, Austria. If the requirements in Section 8.6 of the EULA to conduct an arbitration in Texas in accordance with Texas law and the rules of the Federal Arbitration Act or the Commercial Arbitration Rules of the American Arbitration Association are found to be invalid or unenforceable, all disputes arising out of or related to this EULA or its termination, severability or nullity will be finally settled under the Rules of Arbitration and Conciliation of the International Arbitral Center of the Federal Economic Chamber in Vienna (Vienna Rules) by three arbitrators appointed in accordance with these rules. The arbitration will be held in Vienna, Austria. The official language of the proceedings shall be English. The final decision of the arbitrators shall be binding. Therefore, pursuant to paragraph 598(2) of the Austrian Code of Civil Procedure, the parties expressly waive the application of paragraph 595 (1) figure 7 of the Code. LifeSize may, however, institute proceedings in a competent court in the country of installation. Any other requirements set forth in Section 8.6 of the EULA shall remain in full force and effect to the extent permitted by applicable law.

Canada

If the requirements in Section 8.3 of the EULA for Texas governing law and exclusive venue in Texas are held invalid or unenforceable, this EULA 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 EULA.

Estonia

If the requirements in Section 8.6 of the EULA to conduct an arbitration in Texas in accordance with Texas law and the rules of the Federal Arbitration Act or the Commercial Arbitration Rules of the American Arbitration Association are found to be invalid or unenforceable, all disputes arising in connection with this EULA will be finally settled by arbitration that will be held in Helsinki, Finland in accordance with the arbitration laws of Finland then in effect. Each party will appoint one arbitrator, and the two arbitrators shall appoint the third arbitrator to serve as the chairman. The official language of the proceedings shall be English and the decision of the arbitrators shall be final. Any other requirements set forth in Section 8.6 of the EULA shall remain in full force and effect to the extent permitted by applicable law.

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 EULA.

France

If the requirements in Section 8.3 of the EULA for Texas governing law and exclusive venue in Texas are held invalid or unenforceable, all disputes arising out of this EULA or related to its violation will be settled exclusively by the Commercial Court of Paris.

Germany

With respect to Section 4.1 of the EULA, 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 EULA, 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. Notwithstanding Section 8.7 of the EULA, any claims resulting from the EULA are subject to a statute of limitation of three years, except as stated in Section 4 of the EULA.

Greece

If the requirements in Section 8.3 of the EULA for Texas governing law and exclusive venue in Texas are held invalid or unenforceable, any legal claim arising out of this EULA 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 EULA for Texas governing law and exclusive venue in Texas are held invalid or unenforceable, the laws of Hong Kong Special Administrative Region of China shall govern this EULA.

India

If the requirements in Section 8.6 of the EULA to conduct an arbitration in Texas in accordance with Texas law and the rules of the Federal Arbitration Act or the Commercial Arbitration Rules of the American Arbitration Association are found to be invalid or unenforceable, disputes arising out of or in connection with this EULA shall be finally settled by arbitration which shall be held in Bangalore, India in accordance with the laws of India then in effect. The arbitration award shall be final and binding for the parties without appeal and shall be in writing and set forth the findings of fact and the conclusions of law. The number of arbitrators will be three. Each party shall choose one arbitrator and the two arbitrators will choose a third arbitrator to serve as chairman of the proceedings. If a party fails to choose an arbitrator within thirty (30) days, the first appointed arbitrator shall be the sole arbitrator, provided that he or she was validly and properly appointed. All proceedings shall be conducted and all documents shall be presented in English. Any other requirements set forth in Section 8.6 of the EULA shall remain in full force and effect to the extent permitted by applicable law. Notwithstanding Section 8.7 of the EULA, if no suit or other legal action is brought within two years after the cause of action arose, in respect of any claim that either party may have against the other, the rights of the concerned party in respect of such claim will be forfeited and the other party will stand released from its obligations in respect of such claim.

Ireland

Except as expressly provided in the EULA 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 EULA for Texas governing law and exclusive venue in Texas are held invalid or unenforceable, any legal claim arising out of this EULA 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 EULA for Texas governing law and exclusive venue in Texas are held invalid or unenforceable, any legal claim arising out of this EULA will be brought before and settled exclusively by a competent court located in Milan.

Japan

Prior to seeking arbitration under Section 8.6 of the EULA, the parties hereby agree that any concerns or disputes related to this EULA will be initially resolved between the parties in good faith in accordance with the principle of mutual trust.

Malaysia

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

New Zealand

The warranties specified in Section 4.1 of the EULA 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 EULA 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 EULA for Texas governing law and exclusive venue in Texas are held invalid or unenforceable, any legal claim arising out of this EULA 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 EULA. Supplementing Section 8.5 of the EULA, a person who is not a party to this EULA 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 EULA for Texas governing law and exclusive venue in Texas are held invalid or unenforceable, the laws of South Africa shall apply to this EULA, and the High Court in Johannesburg shall have jurisdiction over all disputes related to this EULA. 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 EULA, for the results obtained.

Southeast Asia

If the requirements in Section 8.6 of the EULA to conduct an arbitration in Texas in accordance with Texas law and the rules of the Federal Arbitration Act or the Commercial Arbitration Rules of the American Arbitration Association are found to be invalid or unenforceable, the general arbitration provision set forth above for India shall also apply to these countries, except that the arbitration shall be held in Singapore in accordance with the Arbitration Rules of Singapore International Arbitration Center ("SIAC Rules"). Any other requirements set forth in Section 8.6 of the EULA shall remain in full force and effect to the extent permitted by applicable law.

Spain

If the requirements in Section 8.3 of the EULA for Texas governing law and exclusive venue in Texas are held invalid or unenforceable, any legal claim arising out of this EULA 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 EULA for Texas governing law and exclusive venue in Texas are held invalid or unenforceable, the laws of England shall apply to this EULA, and the English courts shall have jurisdiction over all disputes relating to this EULA. Notwithstanding the language in Section 5 of the EULA, 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.