

LIFESIZE COMMUNICATIONS, INC.
INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION

Infringement Indemnity. NACR, at NACR's expense, will defend, indemnify, and hold harmless CUSTOMER and CUSTOMER's officers, directors, and employees (individually and collectively, an "Indemnified Party") from any third party claim, action, suit, or proceeding against an Indemnified Party (a "Claim") to the extent that such Claim is based upon an allegation that a Product infringes any intellectual property right of any third party. NACR will indemnify an Indemnified Party for any judgments, settlements, reasonable costs, and reasonable attorneys' fees resulting from a Claim. NACR's indemnification obligations are conditioned upon the following: (i) upon becoming aware of the Claim, an Indemnified Party provides to NACR prompt written notice of the Claim; (ii) an Indemnified Party gives to NACR sole authority and control of the defense and/or settlement of the Claim; provided, however, that NACR shall not enter into any settlement that binds CUSTOMER in any way without the consent of CUSTOMER, which consent shall not be unreasonably withheld, delayed, and/or conditioned, however, NACR's defense and indemnification obligations shall immediately terminate in the event CUSTOMER fails to provide such consent; and (iii) an Indemnified Party, at NACR's expense, provides all reasonable information and assistance requested by NACR to handle the defense and/or settlement of the Claim. An Indemnified Party, at its expense, may hire legal counsel of its choice to participate in an advisory capacity in discussions, negotiations, or proceedings of the Claim.

Remedial Measures. If a Product becomes the subject of a Claim, or if NACR reasonably believes that use of such Product may become the subject of a Claim, then NACR may, at its own expense and option, do one (1) of the following: (i) procure for CUSTOMER the right to continue use of the Product at no additional cost to CUSTOMER for such right; (ii) replace the Product with a non-infringing product while maintaining the Product's essential specifications; (iii) modify the Product so that it becomes non-infringing while maintaining the Product's essential specifications; or (iv) refund to CUSTOMER a pro-rated portion of the applicable purchase price and license fees paid to NACR for the Product (and, where applicable, the fees paid to NACR for Services), based upon a linear monthly depreciation over a five (5)-year useful life, in which case CUSTOMER will both cease all use of the Product and return the Product to NACR.

Exceptions. NACR will have no defense or indemnity obligations for any Claim to the extent that the Claim is based upon (i) a Product that has been modified by someone other than NACR (or a subcontractor of NACR), if such modification results in the allegation of the infringement; (ii) a Product that has been modified in accordance with either CUSTOMER-provided or end user-provided specifications or instructions, if such modification results in the allegation of the infringement; (iii) use or combination of a Product with Third Party Products, if such use or combination results in the allegation of the infringement; or (iv) end user products or Third Party Products. The term "Third Party Products" means any products manufactured by a party other than NACR, and may include, without limitation, products ordered by CUSTOMER from third parties pursuant to NACR's recommendations and products with the NACR brand but are not manufactured by NACR. However, Third Party Products do not include components of Products that

both (a) are not recognizable as standalone items; and (b) are not identified as separate items on NACR's price list, quotes, orders, or documentation. In the event of Third Party Products delivered by NACR hereunder, such products will be subject to the infringement indemnity provided by the third party.