

END USER LICENSE AGREEMENT FOR POLYCOM® ZERO TOUCH PROVISIONING SERVICE

This End-User License Agreement ("Agreement") is a legal agreement between the company identified in the signature line below ("You" or "Your") and either Polycom (Netherlands) B.V. (in Europe, Middle East, and Africa), Polycom Asia Pacific PTE Ltd. (in Asia Pacific), or Polycom, Inc. (in the rest of the world) (each referred to individually and collectively herein as "POLYCOM"), for the SERVICE (including any updates or upgrades thereto) licensed by POLYCOM or its suppliers. You may use the SERVICE without fees in order to deploy Polycom IP devices by use of a cloud based configuration and redirection server. The SERVICE allows You to enter the MAC address of a Polycom IP device that, when activated with access to the Internet, will have a configuration applied and be redirected to a provisioning server provided by You or one of Your partners or customers. The Zero Touch Provisioning Service includes computer software and may include associated media, printed materials, and "online" or electronic documentation ("SERVICE"). By signing below and using the SERVICE, You agree to be and will be bound by the terms of this Agreement as a condition of Your license.

The SERVICE is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SERVICE is licensed (not sold) to You, and its use is subject to the terms of this Agreement. This is NOT a sale contract.

1. GRANT OF LICENSE. Subject to the terms of this Agreement, POLYCOM grants to You a non-exclusive, non-transferable (except as set forth herein), revocable license to use the SERVICE for provisioning and deploying Polycom products. You may use the SERVICE pursuant to the license grant above and subject to the following terms and the proprietary notices in the SERVICE (including but not limited to minimum hardware or software requirements). You are not permitted to lease, rent, distribute, assign, sell or sublicense the SERVICE, in whole or in part, or to use the SERVICE in a time-sharing, subscription service, hosting or outsourcing arrangement or in any other unauthorized manner. Polycom may at its sole discretion, discontinue the SERVICE or modify the features of the SERVICE from time to time without prior notice. Further, no license is granted to You in the human readable code of the SERVICE (source code). Except as expressly provided below, this License Agreement does not grant You any rights to patents, copyrights, trade secrets, trademarks, or any other rights in respect to the SERVICE. You are solely responsible for use of the SERVICE by Your agents, contractors, outsourcers, customers and suppliers and their compliance with this Agreement.

2. OTHER RIGHTS AND LIMITATIONS.

2.1 Limitations on Reverse Engineering, Decompilation, and Disassembly. You may not reverse engineer, decompile, modify or disassemble the SERVICE or otherwise reduce the SERVICE to human-perceivable form in whole or in part, except and only to the extent that such activity is expressly permitted by a third party license or applicable laws. The foregoing includes but is not limited to review of data structures or similar materials produced by the SERVICE. The SERVICE is licensed as a single product. You may not use the SERVICE for any illegal purpose or conduct.

2.2 No Reproduction. You may not reproduce the supporting documentation accompanying the SERVICE.

2.3 No Modifications. You may not modify, translate or create derivative works of the SERVICE.

2.4 Proprietary Notices. You may not remove or obscure any proprietary notices, identification, label or trademarks on or in the SERVICE or the supporting documentation.

2.5 Transfer of Rights. You may not transfer any of Your rights under this Agreement.

2.6 Copyright. All title and copyrights in and to the SERVICE (including but not limited to any images, photographs, animations, video, audio, music, text, programs and "applets" incorporated into the SERVICE), the accompanying printed materials, and any copies of the SERVICE are owned by POLYCOM or its suppliers. Title, ownership rights, and intellectual property rights in the SERVICE shall remain in POLYCOM or its suppliers. Title and related rights in the content accessed through the SERVICE is the property of such content owner and may be protected by applicable law. This Agreement gives You no rights in such content.

2.7 Confidentiality. The SERVICE contains valuable proprietary information and trade secrets of POLYCOM and its suppliers that remain the property of POLYCOM. You shall protect the confidentiality of, and avoid disclosure and unauthorized use of, the SERVICE.

2.8 Reservation of Rights. POLYCOM and its suppliers reserve all rights in the SERVICE not expressly granted to You in this Agreement.

2.9 Additional Obligations. You are responsible for all equipment and any third party fees (such as carrier charges, internet fees, or provider or airtime charges) necessary to access the SERVICE. You shall comply with all documentation. You shall be responsible for (a) maintaining the confidentiality of Your user ID and password necessary to access the SERVICE and (b) verifying that the unique number used to uniquely identify Ethernet devices ("MAC Address") used with the SERVICE belong to a phone that either You own or is owned by one of Your customers. If You use the MAC Address of a phone that does not meet this criteria, Polycom reserves the right to remove or require you to remove the MAC Address from the SERVICE, prevent You from using the service and/or terminate this agreement. You are responsible for the accuracy of all information that may be placed in the SERVICE and shall be liable to Polycom or third parties for any costs associated with correcting any of Your errors. You agree to immediately notify Polycom of any breach of system access, confidentiality or security related to SERVICE, including but not limited to unauthorized use of Your passwords or accounts, confidentiality or security related to the SERVICE.

2.10 Support. You are responsible for providing initial support for any of Your customers that are utilizing the SERVICE for their device deployment.

3. TERMINATION. If You fail to comply with any of the terms and conditions of this Agreement this Agreement and Your rights to use the SERVICE will terminate automatically. Upon termination of this Agreement, Polycom may delete any data entered into the SERVICE by You. Polycom shall have the right to audit Your use of the SERVICE in conjunction with this Agreement, and You will provide reasonable assistance for this purpose. In the event of any termination, You must cease use of the SERVICE, You may terminate this Agreement at any time by no longer using the SERVICE. Termination of this Agreement shall not prevent POLYCOM or its suppliers from claiming any further damages. If You do not comply with any of the above restrictions, this license will terminate and You will be liable to POLYCOM and its suppliers for damages or losses caused by Your non-compliance. The waiver by POLYCOM of a specific breach or default shall not constitute the waiver of any subsequent breach or default.

4. NO WARRANTY. THE SERVICE IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY. POLYCOM DOES NOT WARRANT THAT YOUR USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL DEFECTS IN THE SERVICE WILL BE CORRECTED. YOU ASSUME FULL RESPONSIBILITY FOR THE USE AND RESULTS OBTAINED FROM THE SERVICE. TO THE FULL EXTENT ALLOWED BY LAW, THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, TERMS, OR CONDITIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES, TERMS, OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, CORRESPONDENCE WITH DESCRIPTION, AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. POLYCOM NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE USE OF THE SERVICE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM POLYCOM OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

5. LIMITATION OF LIABILITY. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE USE OF THE SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL POLYCOM OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS PROFITS OR REVENUE; BUSINESS INTERRUPTION OR WORK STOPPAGE; COMPUTER FAILURE OR MALFUNCTION; LOSS OF BUSINESS INFORMATION, DATA OR DATA USE; LOSS OF GOODWILL; OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICE, EVEN IF POLYCOM OR ITS SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL POLYCOM'S SUPPLIERS BE LIABLE FOR ANY DIRECT DAMAGES WHATSOEVER ARISING OUT OF THE USE OR THE INABILITY TO USE THE SERVICE. IN ANY CASE, POLYCOM'S ENTIRE LIABILITY SHALL BE LIMITED TO THE GREATER OF THE AMOUNT ACTUALLY PAID BY YOU FOR THE SERVICE OR U.S. \$1.00.

6. INDEMNITY. You agree to indemnify and hold harmless POLYCOM and its subsidiaries, affiliates, officers, agents, co-branders, customers, suppliers or other partners, and employees, from any loss, claim or demand,

including reasonable attorneys' fees, made by any third party due to or arising out of Your use of the SERVICE, Your connection to the SERVICE, or Your violation of the Terms.

7. DISCLAIMERS.

7.1 Local Laws. Some countries, states, or provinces do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages for certain products supplied to consumers, or the limitation of liability for death or personal injury, so the above limitations and exclusions may be limited in their application to You. When the implied warranties are not allowed to be excluded in their entirety due to local law, they will be limited to the duration of the applicable warranty.

7.2 Quality. Polycom cannot guarantee that the SERVICE will always function without disruptions, delay or errors. A number of factors may impact the quality of Your communications and use of the SERVICE, and may result in the failure of Your communications including but not limited to: Your local network, firewall, Your internet service provider, the public internet, the public switched telephone network and Your power supply. Polycom takes no responsibility for any disruption, interruption or delay caused by any failure of or inadequacy in any of these items or any other items over which we have no control.

8. EXPORT CONTROLS. You acknowledge that the SERVICE may be subject to export restrictions of various countries. You shall fully comply with all applicable export license restrictions and requirements as well as with all laws and regulations relating to the importation of the SERVICE, in the United States and in any foreign jurisdiction in which the SERVICE is used. Without limiting the foregoing, the SERVICE may not be accessed from or otherwise exported or re-exported (i) into (or to a national or resident of) any country to which the U.S. has embargoed goods; (ii) any end user known, or having reason to be known, will utilize them in the design, development or production of nuclear, chemical or biological weapons; or (iii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. By using the SERVICE, You are agreeing to the foregoing and 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. You further acknowledge that the SERVICE may include technical data subject to export and re-export restrictions imposed by US law.

9. MISCELLANEOUS.

9.1 Governing Law. This Agreement shall be governed by the laws of the state of California as such laws are applied to agreements entered into and to be performed entirely within California between California residents, and by the laws of the United States, without reference to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods (1980) and the Uniform Computer Information Transactions Act (UCITA) are hereby excluded in their entirety from application to this Agreement.

9.2 Injunctive Relief. You acknowledge that any use of the SERVICE contrary to this Agreement, or any transfer, sublicensing, copying or disclosure of technical information or materials related to the SERVICE, may cause irreparable injury to Polycom, its affiliates, suppliers and third parties, and under such circumstances Polycom, its affiliates, suppliers and third parties will be entitled to equitable relief, without posting bond or other security, including, but not limited to, preliminary and permanent injunctive relief.

9.3 Entire Agreement. This Agreement represents the complete agreement concerning the SERVICE and may be amended only by a writing executed by both parties. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable.

9.4 Contact. If You have any questions concerning this Agreement, or if You desire to contact POLYCOM for any reason, please contact the POLYCOM office serving Your country.

9.5 U.S. Government Restricted Rights. The software and documentation provided by Polycom pursuant to this Agreement are "Commercial Items," as the term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §§227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are licensed to United States Government end users (1) only as Commercial Items and (2) with only those rights as are granted to all other users pursuant to the terms of this Agreement.

9.6 High Risk Activities. The SERVICE is not designed or Intended for use in hazardous environments requiring fail-safe performance, including without limitation, in the operation of nuclear facilities, aircraft navigation or

communication systems, air traffic control, weapons systems, direct life-support machines, or any other application in which the failure of the SERVICE could lead directly to death, personal injury, or severe physical or property damage (collectively, "High Risk Activities"). POLYCOM AND ITS SUPPLIERS EXPRESSLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES.

9.7 Third Party Software. The SERVICE may use software governed by licenses from third parties ("Third Party Software" and "Third Party License"). Any Third Party Software used is licensed to You subject to the terms and conditions of the corresponding Third Party License, notwithstanding anything to the contrary in this Agreement. More information on Third Party Licenses included in the SERVICE can be found in the documentation for the SERVICE. Polycom makes no representation or warranty concerning Third Party Software and shall have no obligation or liability with respect to Third Party Software. If the Third Party Licenses include licenses that provide for the availability of source code and the corresponding source code is not included with the SERVICE, then check the documentation supplied with each SERVICE to learn how to obtain such source code.

BY SIGNING THIS AGREEMENT AND USING THE SERVICE YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS INDICATED ABOVE.

Full Company Name: _____

Address: _____

Signature: _____

Printed: _____

Title: _____

Date: _____