

**POLYCOM, INC.**  
**APPLICATION PROGRAMMING INTERFACES LICENSE AGREEMENT**

**IMPORTANT-READ CAREFULLY BEFORE USING THE APPLICATION PROGRAMMING INTERFACES:** This Application Programming Interfaces License Agreement ("Agreement") is a legal agreement between you and/or any company you represent ("Licensee") 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 API licensed by POLYCOM. By accepting these terms or by installing, downloading, copying, or otherwise using the API, you agree to be and will be bound by the terms of this Agreement as a condition of your license. If you do not agree to the terms of this Agreement, your use is prohibited and you may not install or use the API.

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

**1. DEFINITIONS.**

1.1 "Application Programming Interfaces" or "API" means POLYCOM technology, which may include object code, software libraries, software tools, sample source code, published specifications and Documentation. API shall include any future, updated or otherwise modified version(s) thereof furnished by POLYCOM (in its sole discretion) to Licensee.

1.2 "Documentation" includes, but is not limited to programmer guides, CDs, manuals, materials, and information appropriate or necessary for use in connection with the API.

2. **GRANT OF LICENSE.** Subject to the terms of this Agreement, POLYCOM hereby grants Licensee a limited, non-exclusive, non-transferable, royaltyfree license (without the right to sublicense) to use the API solely for the purpose of Licensee's internal development efforts to develop applications to work in conjunction with the POLYCOM products referenced in the API and for which the API was provided. Licensee shall have no right to distribute, license (whether or not through multiple tiers) or otherwise transfer the API to any third party or incorporate the API in any software, product, or technology.

**3. OTHER RIGHTS AND LIMITATIONS.**

3.1 **Copies.** Licensee may copy the API only as necessary to exercise its rights hereunder; provided, however that Licensee may also make one (1) copy for back-up purposes and any reproduction of the API must be marked with the proprietary notices provided on the original API.

3.2 **No Reverse Engineering.** Licensee shall have no rights to any source code for any of the software in the API, except for the explicit rights to use the source code as provided to Licensee hereunder. Licensee may not reverse engineer, decompile, modify or disassemble the API or otherwise reduce the API to human-perceivable form in whole or in part, except and only to the extent that such activity is expressly permitted by this Agreement or applicable laws.

3.3 **Third Party Software.** Licensee acknowledges that effective utilization of the API may require the use of a development tool, compiler and other software and technology of third parties ("Third Party Software"). Licensee is solely responsible for procuring such Third Party Software and technology and the necessary licenses for the use thereof. POLYCOM makes no representation or warranty concerning Third Party Software and shall have no obligation or liability with respect to Third Party Software.

3.4 **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.

3.5 **No right is granted to Licensee to sublicense its rights hereunder.** All rights not expressly granted are reserved by POLYCOM and, except as expressly set forth herein, no license is granted by POLYCOM under this Agreement directly, by implication, estoppel or otherwise, under any patent, copyright, trade secret or trademark or other

intellectual property right of POLYCOM. Nothing herein shall be deemed to authorize Licensee to use POLYCOM's trademarks or trade names in Licensee's advertising, marketing, promotional, sales or related materials. POLYCOM reserves all rights not otherwise expressly granted in this Agreement.

3.6 Nonassertion By Licensee. Licensee agrees not to assert any patent rights related to the API or applications developed using the API against POLYCOM, POLYCOM's distributors, POLYCOM customers, or other licensees of the API for making, using, selling, offering for sale, or importing any products or technology developed using the API.

3.7 Benchmark Tests. You may not publish the results of any benchmark tests run on the API without written permission from Polycom.

4. OWNERSHIP. As between POLYCOM and Licensee, POLYCOM or its licensors shall own and retain all proprietary rights, including all patent, copyright, trade secret, trademark and other intellectual property rights, in and to the API and any corrections, bug fixes, enhancements, updates, improvements, or modifications thereto and Licensee hereby irrevocably transfers, conveys and assigns to POLYCOM all of its right, title, and interest therein. POLYCOM shall have the exclusive right to apply for or register any patents, mask work rights, copyrights, and such other proprietary protections with respect thereto. Licensee acknowledges that the license granted under this Agreement does not provide Licensee with title or ownership to the API, but only a right of limited use under the terms and conditions of this Agreement.

5. SUPPORT. POLYCOM will not provide any support for the API under this Agreement. Nothing herein shall be construed to require POLYCOM to provide support services or updates, upgrades, bug fixes or modifications to the API.

#### 6. CONFIDENTIALITY.

6.1 The API 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 API.

6.2 Licensee shall not disclose, advertise, or publish the terms and conditions of this Agreement without the prior written consent of POLYCOM. Any press release or publication regarding this Agreement is subject to prior review and written approval of POLYCOM.

7. HEALTHCARE APPLICATIONS SUITABILITY. LICENSEE SHALL BE SOLELY RESPONSIBLE FOR ANY PRODUCT USE OR APPLICATION DEVELOPED USING POLYCOM'S API THAT MAY FALL UNDER UNITED STATES FOOD AND DRUG ADMINISTRATION REGULATION, OR OTHER SUCH SIMILAR REGULATORY JURISDICTION, INCLUDING ANY AND ALL RESPONSIBILITY FOR COMPLIANCE TO SUCH REGULATION AS MAY BE APPLICABLE. LICENSEE ACKNOWLEDGES THAT POLYCOM PROVIDES THE API AS A GENERAL PURPOSE DEVELOPMENT TOOL TO LICENSEE.

8. NO WARRANTY. The API and Documentation are provided "AS-IS" without any warranty whatsoever. 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. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM POLYCOM OR THROUGH OR FROM THE API SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. POLYCOM DOES NOT WARRANT THAT THE API AND DOCUMENTATION ARE SUITABLE FOR LICENSEE'S USE, THAT THE API OR DOCUMENTATION ARE WITHOUT DEFECT OR ERROR, THAT OPERATION WILL BE UNINTERRUPTED, OR THAT DEFECTS WILL BE CORRECTED. FURTHER, POLYCOM MAKES NO WARRANTY REGARDING THE RESULTS OF THE USE OF THE API AND DOCUMENTATION.

9. LIMITATION OF LIABILITY. YOUR USE OF THE API 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 DOWNLOAD OR USE OF THE API. 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 API OR THE

PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, 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 API. IN ANY CASE, POLYCOM'S ENTIRE LIABILITY SHALL BE LIMITED TO THE GREATER OF THE AMOUNT ACTUALLY PAID BY YOU FOR THE API OR U.S. \$5.00.

10. 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 API, your connection to the API, or your violation of the Terms.

11. DISCLAIMER. 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.

## 12. TERM AND TERMINATION.

12.1 This Agreement will terminate automatically if you fail to comply with any of the terms and conditions of this Agreement 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.

12.2 Either party shall have the right to terminate the Agreement, upon thirty (30) days written notice to the other party.

12.3 Upon termination of this Agreement, Licensee will immediately cease using the API Development Kit, and Licensee agrees to destroy all adaptations or copies of the API and Documentation, or return them POLYCOM upon termination of this License.

12.4 Polycom shall have the right to audit your use of the API in conjunction with this Agreement, and you will provide reasonable assistance for this purpose.

12.5 The rights of Polycom and your obligations contained in this Agreement survive any expiration or termination of this Agreement.

## 13. MISCELLANEOUS.

13.1 ASSIGNMENT. Licensee may not assign this Agreement or any interest or rights granted hereunder to any third party without the prior written consent of POLYCOM. A change of control or reorganization of Licensee pursuant to a merger, sale of assets or stock shall be deemed to be an assignment under this Agreement. This Agreement shall terminate immediately upon occurrence of any prohibited assignment.

13.2 EXPORT CONTROLS. You acknowledge that the API 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 API, in the United States and in any foreign jurisdiction in which the API is used. Without limiting the foregoing, the API may not be downloaded 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 downloading or using the API, 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. If you obtained this API outside of the United States, you are also agreeing that you will not export or re-export it in violation of the laws of the country in which it was obtained. You further acknowledge that the API may include technical data subject to export and re-export restrictions imposed by US law.

13.3 WAIVER. No failure by either party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights and no waiver of a breach in a particular situation shall be held to be a waiver of any other or subsequent breach.

13.4 SEVERABILITY. If any provision of this Agreement is found invalid or unenforceable, that provision will be enforced to the maximum extent possible and the other provisions of this Agreement will remain in force.

13.5 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.

13.6 Entire Agreement. This Agreement represents the complete agreement concerning the API 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.

13.7 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.

BY INSTALLING, COPYING, OR OTHERWISE USING THIS API YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS INDICATED ABOVE.

Polycom, Inc. © 2012. ALL RIGHTS RESERVED.  
6001 America Center Drive  
San Jose, CA 95164  
U.S.A.