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- D. Additional Terms.** The following additional terms of the Agreement shall also apply to this Demonstration/Laboratory/Developer License: Sections IV. 1 (Restrictions), IV. 2 (Other Rights and Limitations), IV. 4 (Term, Termination and Survival), IV. 7 (Limitation of Liability), IV. 8 (Indemnity), IV. 9 (Disclaimer), IV. 10 (Export Controls), and IV. 11 (Miscellaneous).

II. SUBSCRIPTION/TERM LICENSE

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B. RealPresence One™ Definitions.

"BURST" means a limited duration license, listed in your AUTHORIZED PURCHASE ORDER , allowing you to temporarily increase the number of SOFTWARE PRODUCT CONCURRENT CONNECTIONS licensed by you in your purchase order.

"CONCURRENT CONNECTION" means a single audio or video communication endpoint in a multipoint conference call. A CONCURRENT CONNECTION is either a Standard Connection or a Universal Connection as those are defined in the SOFTWARE PRODUCT solution documentation. POINT TO POINT calls are not considered CONCURRENT CONNECTIONS and do not require a separate license.

"GUEST" means a third party conference call participant invited to a conference call by a USER and who does not fit the definition of USER. GUESTS may not create or manage meetings on behalf of your company.

"POINT TO POINT CALLS" means any call made directly between no more than two users on compatible devices that does not utilize POLYCOM's multipoint bridging technology. POINT TO POINT CALLS may not have all of the same features and capabilities of a call made using a CONCURRENT CONNECTION.

"SUBSCRIPTION PERIOD" means the period of time you have licensed the SOFTWARE PRODUCT, beginning upon LICENSE ACTIVATION and ending after the duration listed in your AUTHORIZED PURCHASE ORDER.

"USER" means one individual employee, consultant, contractor, agent or student or one video conferencing device not assigned to a unique individual, within your company or legally recognized entity that is authorized by you to directly or indirectly use the SOFTWARE PRODUCT and to whom you have assigned a unique SOFTWARE PRODUCT user identification and password. A USER license is for an individual or single video conferencing device USER only and cannot be shared or used by more than one individual or multiple video conferencing devices not assigned to a unique individual. USER licenses may be reassigned to new USERS. You are not required to purchase a USER license for GUESTS; however, GUESTS do consume a CONCURRENT CONNECTION license.

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2.7 **Reservation of Rights.** POLYCOM and its suppliers reserve all rights in the SOFTWARE PRODUCT not expressly granted to you in this Agreement.

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The following provisions shall survive the expiration or termination of this Agreement: Sections IV.1 (Restrictions), IV.2 (Other Rights and Limitations), IV.5 (Term, Termination and Survival), IV.7 (Limitation of Liability), IV.8 (Indemnity), IV.9 (Disclaimer), IV.10 (Export Controls), and IV.11 (Miscellaneous).

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11. Miscellaneous

11.1 **Governing Law.** This Agreement shall be governed by the laws of the State of California, without reference to conflict of laws principles and any disputes will be subject to the exclusive jurisdiction of the Superior Court of Santa Clara County and/or the United States District Court for the Northern District of California. The losing party in any dispute will pay all court costs and legal fees finally awarded. . 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.

11.2 **Entire Agreement.** This Agreement represents the complete agreement concerning the SOFTWARE PRODUCT 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.

11.3 **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.

11.4 **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.

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11.6 **Translations.** This Agreement may have been translated into various languages for the convenience of POLYCOM's customers. While the translation is correct to the best of POLYCOM's knowledge, POLYCOM is not responsible or liable in the event of an inaccuracy. English is the controlling language of this Agreement, and any translation has been prepared for you as a courtesy only. In the event of a conflict between the English-language version of this Agreement and a version that has been translated into another language, the English-language version of this Agreement shall control.

11.7 **Application Programming Interfaces (API).** To the extent the SOFTWARE PRODUCT includes APIs, you agree that your access and use of the APIs will be governed by the terms of the current "Application Programming Interfaces License Agreement" located at www.support.polycom.com.

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