



Rooms as a Service Terms of Service

These Rooms as a Service Terms of Service ("**RaaS Terms**"), together with the Terms of Service ("**TOS**") and applicable End User License Agreement ("**EULA**") (each as available on www.lifesize.com), govern the use, and Lifesize Inc.'s ("**Lifesize**") provision of, the Lifesize product(s) listed in a valid Quote with the Rooms as a Service designation ("**Lifesize Products**"). Other terms associated with the use of and subscription to Lifesize Products, such as pricing and the entity licensing Lifesize Products ("**Customer**"), are set forth in a Quote between Customer and Lifesize ("**Quote**"). Where there is a direct conflict between these RaaS Terms, the TOS, the EULA and a Quote, the following order of precedence shall apply: (i) these RaaS Terms; (ii) the TOS; (iii) the EULA; and (iv) the Quote. These RaaS Terms, together with the TOS, the EULA, and the Quote, are collectively the "**Agreement**." Any capitalized terms used in these RaaS Terms that are not otherwise defined shall have the meaning assigned to such term in the TOS.

1. Lifesize Products.

1.1 Access Rights.

Customer does not own, nor does it gain any title to or ownership interest in, any Lifesize Products. Lifesize Products are the sole property of Lifesize, and Lifesize is and shall remain the owner of all Lifesize Products. Lifesize has the right to recover the Lifesize Products from Customer, including if the agreement is terminated or the authorized partner through which Customer ordered Lifesize Products ("**Partner**") or the Customer ceases to operate in the ordinary course of business. Customer will have no rights whatsoever in or to Lifesize Products other than the right to use during the Service Term of the Agreement (as defined below). Customer acknowledges and agrees that Customer has not been granted any real property interest in Lifesize Products. Customer may not transfer or sublease Lifesize Products without written authorization from Lifesize.

Lifesize Products are available to users to whom Customer grants access, including as described in the TOS ("**Authorized Users**"). Customer and Authorized Users may use and have access to Lifesize Products and the associated technical documentation for Lifesize Products ("**Documentation**"), provided such use and access is for Customer's own internal business operations (and not for the benefit of a third party). Customer may need to download software provided by Lifesize in order to access Lifesize Products ("**Software**"), as further described in the TOS.

The Lifesize Products provided to Customer may be refurbished to a like-new standard; nothing guarantees that Lifesize Products will be new products.

1.2 Customer Responsibilities.

- a. Customer agrees that it (i) does not acquire any title or ownership interest in the Lifesize Products, (ii) may not pledge or encumber the Lifesize Products, (iii) may not make any changes or modifications to the Lifesize Products unless authorized to do so by Lifesize, and (iv) may not violate any laws with respect to the Lifesize Products, including any export regulations and consumer protection and safety laws. Any sale, resale, license, sublicense, rent, timeshare or transfer of Lifesize Products is prohibited.
- b. Customer agrees to use Lifesize Products only in compliance with the Agreement, including the Acceptable Use Policy as referenced in the TOS. It is Customer's responsibility to ensure that Customer and Authorized Users comply with all applicable laws and have the right to use Lifesize Products. Without limiting any other remedies Lifesize may have, Lifesize may suspend any use of any of Lifesize Products that Lifesize reasonably believes may be (or that is alleged to be) in violation of the Agreement.
- c. Customer acknowledges and agrees that (a) there are no implied licenses to Customer under this Agreement and any rights not expressly set forth in this Agreement are hereby expressly reserved by Lifesize, and (b) the Software and access to Lifesize Products are licensed, not sold, and Customer acquires no ownership or other interest (other than the license rights expressly stated herein) in or to Lifesize Products, the Software and the Documentation.

1.3 Third Party Products. If third party services, applications, code, hardware or products ("**Third Party Products**") are integrated or used in connection with Lifesize Products, Customer agrees that (a) Lifesize makes no representations and disclaims all warranties, express or implied, regarding Third Party Products, (b) Lifesize is not responsible and shall have no liability for Third Party Products or the unavailability of Third Party Products, (c) if Third Party Products are provided under a separate license or other agreement, such terms shall govern with respect to such Third Party

Products, (d) Customer is solely responsible and liable for its use of Third Party Products, (e) Customer authorizes Lifesize to share Authorized User data with providers of the Third Party Products as required for the operation of the Third Party Products, provided however, that Lifesize is not responsible for any transmission, collection, disclosure, security, modification, use or deletion of Authorized User data by or through Third Party Products or their providers, and (f) Lifesize has no obligation to support any integration(s) of Third Party Products with Lifesize Products and may cease any integrations of Third Party Products at any time, in Lifesize's sole discretion.

2. Confidentiality.

2.1 Confidentiality and Non-Use. Each party (the "**Recipient**") understands that, in connection with this Agreement, the other party (the "**Discloser**") may disclose business, technical or financial information relating to the Discloser's business that is either designated as confidential or understood by the parties to be confidential at the time of disclosure. Such information shall be considered the "**Confidential Information**" of the Discloser. Lifesize's Confidential Information includes, without any marking or further designation, (a) the pricing and other terms reflected in all Quotes hereunder, (b) any trade secrets, know-how, inventions (whether or not patentable), techniques, ideas, or processes related to Lifesize Products, (c) the Software, (d) the design and architecture of Lifesize Products, (e) the computer code, internal documentation, and design and functional specifications of Lifesize Products (f) any problem reports, analysis and performance information related to Lifesize Products, and (g) reports, analyses and/or other information relating to Lifesize's security and security practices ("**Security Information**").

2.2 Obligations. Except in order to provide Lifesize Products or as otherwise permitted herein, during the Service Term and for a period of five (5) years after expiration or termination, the Recipient agrees (a) to use and disclose Confidential Information solely for the purpose of performing its obligations under this Agreement, and (b) to protect the Confidential Information with at least the same degree of care it normally exercises to protect its own proprietary information of a similar nature, but in no event less than a reasonable standard of care.

2.3 Exceptions. The Discloser agrees that the foregoing obligations shall not apply with respect to any information that the Recipient can document (a) is or becomes generally available to the public through no fault of the Recipient, (b) was rightfully in its possession or known by it prior to receipt from the Discloser, (c) is rightfully disclosed to the Recipient without restriction by a third party that is not in violation of any obligation of confidentiality, or (d) was independently developed without use of any Confidential Information of the Discloser (except for patentable subject matter, which shall not be subject to this exception). Notwithstanding the foregoing, subsections (b)-(d) will not apply with respect to Security Information.

2.4 Operation of Law Exception. The Recipient may disclose Confidential Information to the minimal extent required to be disclosed by law; provided that the Recipient will give the Discloser prompt notice to allow the Discloser a reasonable opportunity to obtain a protective order and such Confidential Information disclosed to the extent required by law shall otherwise remain confidential and subject to the protections and obligations of this Agreement.

2.5 Data. Lifesize Products will collect certain meeting data and other information relating to the provision, use and performance of various aspects of Lifesize Products and related systems and technologies (such as Meeting start/end times, number of Meetings conducted, meeting duration, underlying network quality in terms of latency, jitter, packet loss, etc. and breakdown of endpoints used ("**Data**"). Lifesize shall have the right to collect and analyze such Data, and Customer grants Lifesize the right to use and disclose such Data (during and after the Service Term) solely in an aggregate or other de-identified form to improve and enhance Lifesize Products, for other development, diagnostic and corrective purposes in connection with Lifesize Products and other offerings, or otherwise in connection with Lifesize's business.

3. Fees, Payments and Taxes.

3.1 Fees and Payment. Customer agrees to pay all fees specified on each Quote (the "**Fees**") and any amounts for Lifesize Products due under these RaaS Terms. Except as otherwise provided in the Agreement, Fees are non-refundable. Lifesize reserves the right to change the Fees or applicable charges and/or to institute new charges and Fees at the end of the initial Service Term or renewal Service Term upon thirty (30) days' prior notice (which may be sent by email), each as stated on the Quote. If Customer believes that Lifesize has billed Customer incorrectly, Customer must contact Lifesize no later than sixty (60) days after the date of the invoice on which the believed error or problem appeared.

- 3.2 **Payment Obligation.** Customer's obligation to pay all amounts under this Agreement is absolute and unconditional and is not subject to any abatement, counterclaim, defense, deferment, interruption, recoupment, reduction, or setoff for any reason whatsoever.
- 3.3 **Invoicing.** Lifesize will generally bill through an invoice. Unless otherwise agreed to in writing by Lifesize, full payment for invoices issued in any given month must be received by Lifesize thirty (30) days after the date of the invoice.
- 3.4 **Credit Card Payment.** If payment is made via credit card, Customer authorizes Lifesize to charge the Fees and any other charges Customer may incur in connection with Lifesize Products to Customer's card in advance on a periodic basis in accordance with the terms on each Quote. In addition, Customer authorizes Lifesize to charge to Customer's card any additional, overage or related fees as stated on a Quote. Customer is responsible for keeping its card and all associated information (such as the expiration date of a credit card) current at all times. If a payment is not successfully received, (a) Lifesize reserves the right to suspend the Service until such time as payment is successfully received, including any past due payments, and (b) Customer authorizes Lifesize to continue charging its card, as it may be updated. Lifesize is not responsible for any transaction or other fees Customer may incur by using a credit card.
- 3.5 **Taxes.** Fees for Lifesize Products do not include taxes, levies, duties or similar governmental assessments of any kind. Unless prohibited by applicable law, Customer is responsible for payment of all such taxes and assessments. In the event taxes are deducted from payments to Lifesize as required by law, the amount payable shall be increased as necessary so that after making all required deductions and withholdings, Lifesize receives and retains (free from any tax liability) an amount equal to the amount it would have received had no such deductions or withholdings been made. Unless Customer provides Lifesize with a valid tax exemption certificate, Lifesize may be required to collect taxes from Customer in accordance with applicable law. In no event will either party be responsible for taxes levied against the other party's net income.
- 3.6 **Unpaid Fees.** Unless prohibited by applicable law, fees and other amounts not paid by the due date are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus costs and expenses, including reasonable attorneys' fees, that Lifesize incurs in connection with the collection of any delinquent amounts.

4. Service Term and Termination.

- 4.1 **Service Term and Renewal.** Subject to earlier termination as provided below, the Agreement is for the initial Term stated on the Quote ("**Service Term**"). Provided that neither party has terminated the Agreement, the Service Term will automatically renew for an additional period of the same length as the initial Service Term until either party notifies the other of non-renewal at least thirty (30) days prior to the end of the then-current Service Term.
- 4.2 **Termination by Lifesize.** Lifesize may terminate the access to and use of Lifesize Products (or any part thereof) and the Agreement, and/or suspend Customer's account under the following circumstances:
- a. Customer or any of its Authorized Users remains in breach of the Agreement after Lifesize provides notice and a reasonable period of time in which to comply with the Agreement, including, without limitation, failure by Customer to pay Fees during the Service Term and any extension or renewal thereof in accordance with the Agreement;
 - b. Lifesize determines, in its sole judgment, that Customer's continued use of Lifesize Products may cause material risk of harm or loss to Lifesize, other users or other third parties; or
 - c. Upon the institution by or against Customer of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of debts, dissolution, liquidation or winding up.

In any such event, Customer will not be entitled to a refund of Fees.

- 4.3 **Termination by Customer.** Customer may stop using Lifesize Products and terminate these RaaS Terms at any time and for any reason by providing notice to Lifesize and by immediately returning all Lifesize Products to Lifesize within thirty (30) days after notice has been provided to Lifesize. Customer's exclusive remedy for Lifesize's breach of these RaaS Terms is to stop using Lifesize Products and terminate these RaaS Terms as set forth above.

- 4.4 Effect of Termination. Upon expiration of the Service Term or termination as permitted in this Section, Customer's license and right to use Lifesize Products and Software will terminate, and Customer will cease, and will cause its Authorized Users to cease, any and all use of Lifesize Products. Customer must return all Lifesize Products in as good condition as when received, within thirty (30) days of notice of termination or the end of the Service Term. Customer is responsible for shipping costs when returning Lifesize Products. Customer shall pay full MSRP replacement cost of Lifesize Products if not returned within the thirty (30) days of conclusion of the Service Term or in the same condition as when received. Section 3.6, Unpaid Fees shall apply to any amounts due under this Section for Lifesize Products replacement or delay costs.
- 4.5 Survival. Sections 1.2b, 2, 3 (only as to amounts due and owing), 4.3, 4.4, 5.2 and 6-10 will survive the non-renewal or termination of this Agreement.

5. Limited Warranty and Disclaimer.

- 5.1 Limited Warranty. LIFESIZE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THIS AGREEMENT OR LIFESIZE PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY (A) WARRANTY OF MERCHANTABILITY, (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (C) WARRANTY AGAINST INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY, OR (D) WARRANTY AGAINST INTERFERENCE; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

This Limited Product Warranty ("**Warranty**") will apply to Lifesize Products (as defined in these RaaS Terms). Any modification of this Warranty requires an amendment to the Agreement signed by Lifesize. This Warranty is made only to Customer.

- 5.2 Remedy. Except as otherwise required by law, Customer's sole remedy and Lifesize's sole obligation for any breach of this Warranty or defects in the Lifesize Products will be that Lifesize will replace (by means of advance replacement as set forth herein) such Lifesize Products which do not conform to this Warranty.
- 5.3 Return Materials Authorization. To obtain service under this Warranty, Customer must provide all information requested by Lifesize including information about the Lifesize Product, the nature of the claimed defect, and the location of the Lifesize Product, and Lifesize may issue a Return Materials Authorization ("**RMA**").
- 5.4 Return of Products. After obtaining an RMA, Customer must return the specified Product to Lifesize or a Lifesize agent (as directed by Lifesize) within 30 days of the issuance of the RMA, referencing the relevant RMA number. If the specified Product is not received as directed by Lifesize within such 30-day period, Customer agrees it will pay a fee of the then current list price of the Lifesize Product.
- 5.5 Exceptions. This Warranty does not cover defects caused by modifications not approved by Lifesize, physical damage not caused by Lifesize or an authorized agent of Lifesize, misuse, accidents, improper storage, improper installation, environmental operating conditions or connectivity (audio, network, or electrical), unauthorized repairs, abnormal physical stress, connection with third-party hardware or software not approved by Lifesize or an authorized agent of Lifesize, or any further damage caused by inadequate packaging for return of the Lifesize Product. If (i) Lifesize determines, in its reasonable discretion, that a returned Lifesize Product replaced under this Warranty is not covered by this Warranty, or if (ii) Lifesize is unable to evaluate the condition of a Lifesize Product for which an RMA was obtained because such Lifesize Product was not returned as set forth in these RaaS Terms, then Customer agrees it will pay a fee of the then current list price of the Lifesize Product.
- 5.6 Disclaimer of Other Warranties. All other warranties, conditions and other terms (whether express or implied) including but not limited to those relating to non-infringement of third-party rights (including, but not limited to, trademark, patent and copyright rights), satisfactory quality, merchantability, or fitness for a particular purpose are, to the fullest extent permitted by law, excluded from this Warranty.
- 5.7 DISCLAIMER. THE ABOVE WARRANTY IS CUSTOMER'S EXCLUSIVE WARRANTY AND LIFESIZE DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OF TITLE AND NON-INFRINGEMENT. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, CUSTOMER ACKNOWLEDGES THAT LIFESIZE PRODUCTS ARE PROVIDED "AS IS" AND FURTHER ACKNOWLEDGES THAT LIFESIZE DOES NOT WARRANT THAT (A) THE

OPERATION OF LIFESIZE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, (B) LIFESIZE PRODUCTS ARE NOT VULNERABLE TO FRAUD OR UNAUTHORIZED USE, OR (C) THE FEATURES OR FUNCTIONALITIES OF LIFESIZE PRODUCTS WILL BE AVAILABLE AT ANY TIME IN THE FUTURE. CUSTOMER IS RESPONSIBLE AND LIFESIZE SHALL HAVE NO RESPONSIBILITY FOR DETERMINING THAT CUSTOMER'S PROPOSED USE OF LIFESIZE PRODUCTS COMPLIES WITH APPLICABLE LAWS.

6. LIMITATION OF LIABILITY. AS USED IN THIS SECTION, REFERENCE TO LIFESIZE INCLUDES LIFESIZE'S RELATED PARTIES.

6.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES. IN ADDITION, LIFESIZE WILL NOT BE LIABLE FOR ANY LOSS OF USE, DATA, BUSINESS, PROFITS, OR COSTS OF PROCUREMENT OF SUBSTITUTE SERVICES. THESE EXCLUSIONS AND LIMITATIONS APPLY REGARDLESS OF LEGAL THEORY, AND WHETHER OR NOT A PARTY HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES. LIFESIZE WILL NOT BE RESPONSIBLE FOR THE CONDUCT OF ANY USER OF THE SERVICES.

6.2 EXCEPT FOR LIABILITY THAT LIFESIZE CANNOT LIMIT BY LAW (AS DESCRIBED BELOW), THE TOTAL LIABILITY OF LIFESIZE WILL NOT EXCEED THE ACTUAL AMOUNT OF FEES PAID BY CUSTOMER FOR THE SERVICES GIVING RISE TO THE LIABILITY ATTRIBUTABLE TO THE PRIOR 12 MONTH PERIOD. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION.

6.3 THIS PROVISION DOES NOT EXCLUDE OR LIMIT LIFESIZE'S LIABILITY TO CUSTOMER IN JURISDICTIONS WHERE IT WOULD BE ILLEGAL TO DO SO. IN SUCH JURISDICTIONS, LIFESIZE IS LIABLE ONLY FOR LOSSES AND DAMAGES THAT ARE A REASONABLY FORESEEABLE RESULT OF LIFESIZE'S NEGLIGENCE OR ITS BREACH OF CONTRACT WITH CUSTOMER. THIS SECTION DOES NOT AFFECT RIGHTS PROTECTED BY STATUTE THAT CANNOT BE WAIVED OR LIMITED BY CONTRACT OR AGREEMENT. ONLY THOSE LIMITATIONS AND EXCLUSIONS THAT ARE LAWFUL IN CUSTOMER'S JURISDICTION WILL APPLY TO CUSTOMER AND, IN SUCH INSTANCES, LIFESIZE'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

7. Changes. Lifesize reserves the right to modify and/or update Lifesize Products and/or any components thereof, the Documentation, its support policies, its security and privacy policies and any other information and/or policies at Lifesize's sole discretion and without notice; provided that such changes shall not materially decrease the functionality of Lifesize Products to which Customer has subscribed during the Service Term.

8. General Terms. The General Terms sections of the TOS and EULA, as applicable, shall apply to Lifesize Products, except as stated below.

8.1 Assignment. Lifesize may assign or transfer its rights and delegate its obligations under the Agreement to an Affiliate or to a third party in connection with any merger, consolidation, sale of all or substantially all of its assets to which the Agreement pertains or any similar transaction, provided Lifesize provides notice to Customer promptly following such assignment. Subject to the foregoing, the Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns. Customer may not assign or transfer its rights or obligations under the Agreement without the prior written consent of Lifesize.

8.2 Cancellation. Lifesize reserves the right to discontinue Lifesize Products if required by law, rule, regulation, or if Lifesize agreements regarding the supply and provision of Lifesize Products are terminated.

8.3 Entire Agreement. The Agreement, which incorporates these RaaS Terms, the TOS, the EULA, and the Quote, constitute the entire agreement between the parties with respect to Lifesize Products and Software, and supersedes, terminates and replaces all prior or contemporaneous understandings, communications or agreements, whether written or oral, regarding such subject matter, including (without limitation) any previous version of any terms, licenses or policies in effect prior to the effective date of the Agreement.

8.4 Amendments and Modifications. No amendment to or modification or waiver of any provisions of the Agreement will be binding unless in writing and signed by Lifesize. No provision of any purchase order or other documentation submitted by Customer, including any forms required by Customer's electronic invoicing portal or vendor registration process (if any), will supersede, amend or modify these RaaS Terms. Lifesize may revise these RaaS Terms from

time to time to reflect (a) changes in the law, including regulatory requirements, or (b) improvements or enhancements to Lifesize Products, provided however, that any such amendment or modification that materially reduces or alters Customer's rights, or increases Customer's liability, will not be effective against Customer until the next renewal of the Service Term. Customer's continued use of Lifesize Products after such amendment or modification becomes effective constitutes Customer's agreement to be bound by such RaaS Terms. Lifesize will post the current version of the Agreement at www.lifesize.com.