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5. SUPPORT. POLYCOM is under no obligation to and shall not provide any support for the SDK under this Agreement. Nothing herein shall be construed to require POLYCOM to provide support services or updates, upgrades, bug fixes or modifications to the SDK.

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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 SDK, your connection to the SDK, 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 immediately and 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.

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, You will immediately cease using the SDK and You agree to destroy all adaptations or copies of the SDK or return them to POLYCOM upon termination of this License.

12.4 Polycom shall have the right to audit your use of the SDK 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.** You 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 You 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 SDK 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 SDK, in the United States and in any foreign jurisdiction in which the SDK is used. Without limiting the foregoing, the SDK 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 SDK, 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 SDK 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

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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 SDK 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.

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6001 America Center Drive
San Jose, CA 95002
U.S.A.