

NTOUCH[®] ANDROID SOFTWARE SERVICE AND PRODUCT AGREEMENT

IMPORTANT – PLEASE CAREFULLY READ THE FOLLOWING LICENSE AGREEMENT.

Thank you for entering into this Agreement to use the ntouch[®] software applications (“Software,” as further defined below). The Software incorporates state-of-the-art technology and has been specifically designed for deaf, hard-of-hearing, or speech-disabled individuals who use American Sign Language (“ASL”). We hope you will enjoy using the Software, and we urge you to read this Agreement carefully before using the Software so that you will understand the terms and conditions governing your use of the Software.

BY INSTALLING AND USING THIS SOFTWARE YOU ARE CONSENTING TO BECOME A PARTY TO AND BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, IMMEDIATELY CANCEL THE INSTALLATION OR UNINSTALL THE SOFTWARE.

1. Introduction

Sorenson will make software available at no cost to you although we will continue to own the Software. You will be able to use the Software, free of charge, to place deaf-to-hearing Video Relay Service (“VRS”) calls, to receive hearing-to-deaf VRS calls and to make and receive non-VRS point-to-point calls. Sorenson will receive compensation (from the federal TRS fund, not from you) only when you use one of our video interpreters to facilitate a VRS call. If you have any problems with the Software, you can e-mail us at vrssupport@sorenson.com, or contact our technical support staff through the Software. In return for the free use and support of the Software, we require that you (1) provide us with some general information about yourself and permit us to contact you from time to time to provide you information and ask you for feedback on various subjects, (2) allow us to access the Software at a reasonable time of day if we need to repair, replace, or recall it, (3) promise not to tamper with the Software, or to let anyone else tamper with it, and (4) otherwise abide by the terms of this Agreement. We hope you enjoy the ability to use the Software to communicate with deaf or hearing people anytime you want!

2. Definitions.

In this Agreement, the following words shall have the following meanings:

A. "**You**" and "**your**" shall mean any person or any legal entity to whom the Software has been licensed, including any agent or employee of such person or entity.

B. "**Sorenson**," "**we**," "**our**," and "**us**" shall mean Sorenson Communications, Inc., and its employees, agents, independent contractors, and affiliated entities authorized to license the Software to you under this Agreement.

C. "**Video Relay Service**" or "**VRS**" shall mean a service that enables a user who is deaf, hard-of-hearing, or speech-disabled, and who uses ASL, to communicate with a hearing person through the Software installed for use on a computer, mobile phone or similar device owned by your or which you are authorized to use on an ongoing basis, and through video equipment installed at the video interpreter’s location.

D. The "**Software**" shall mean the ntouch[®] Software and related services, including all explanatory documentation, source code, object code, interfaces, content, fonts, upgrades, modified versions, Software updates, additions, and any data that came with the Software, is provided in association with the Software, or is later released as a Software update.

E. "**Operating Device**" shall mean an electronic device, including but not limited to a computer, mobile phone or any other similar electronic device owned by you, or which you are authorized to use on an ongoing basis, and on which the Software is installed and used.

F. A "**point-to-point call**" shall mean a non-VRS call in which the Software connects to another video end-point to communicate directly without the assistance of an interpreter.

G. "**VRI**" shall mean a video remote interpreting service provided by Sorenson or another provider via a video connection, in which an interpreter functions as a replacement for an on-site interpreter who is not physically present to interpret for two persons who are together at the same location.

H. "**FCC**" is the United States Federal Communications Commission.

I. "**Registered Location**" is the most recent information obtained by a Video Relay Service or IP Relay provider that identifies the physical location of an end user, as defined in section 64.601(a)(17) of the FCC's rules.

J. "**ISP**" or "**Internet Service Provider**" is an entity providing an end user with connectivity to the Internet.

3. General Terms and Conditions.

A. You warrant that you have a medically recognized hearing or speech disability; that you primarily use ASL to communicate; and that you are not (i) a VRS or VRI provider other than Sorenson, (ii) an affiliate or subcontractor of a VRS or VRI provider or organization that has ownership in a VRS or VRI provider other than Sorenson, or (iii) an employee, agent, or any other person who will use the Software on behalf of an entity described in clauses (i) or (ii) of this Paragraph 3.A. (If you do not have a medically recognized hearing or speech disability, Sorenson may, in its sole discretion, license the Software to you, but you will not be permitted to use the Software to place or receive VRS calls.)

B. You are free to use the Software in any lawful way that is consistent with the terms and conditions of this Agreement. You also may permit members of your household, visitors, and guests to use the Software, as long as you do not charge a fee for such use and provided any such person meets the requirements set forth in Paragraph 3.A above. You shall take all reasonable steps to ensure that use of the Software by any person complies with all the terms and conditions of this Agreement.

C. The FCC has mandated that VRS providers provide deaf users of VRS functionally equivalent ten-digit telephone numbers. To the extent possible, Sorenson assigns to users local ten-digit telephone numbers indicating the geographic location, or "area code," where a user lives or works.

If you have failed to use the 10-digit number assigned to you with respect to the Software for a period of six months, Sorenson reserves the right to reclaim the 10-digit number. For purposes of this paragraph, "use" of the 10-digit number means having an active "heartbeat" on the Software affiliated with the 10-digit number indicating to the Sorenson servers that the Operating Device has power and an active internet connection, and is ready to send or receive communications from other callers via Sorenson's VRS and point-to-point application. You may request a new 10-digit number at any time if Sorenson has reclaimed your previous 10-digit number, but Sorenson will not be able to re-issue your previous 10-digit number to you.

If you have any questions regarding your ten-digit number(s), you may contact Sorenson by dialing 801-386-8500 on your Software or by sending an email to register@sorenson.com. By obtaining a telephone number from Sorenson for Software already licensed to you or for new Software, you are selecting Sorenson as

your “default” provider of VRS. This means that all VRS calls to and from the local ten-digit telephone number(s) assigned to the Software will be routed, by default, though Sorenson VRS.

As your default provider, Sorenson must comply with various legal requirements. Pursuant to these requirements, Sorenson will: (i) obtain from you the physical location where the Software will first be used to place VRS calls (also known as your “Registered Location”); (ii) give you an easy way to update your Registered Location information if it changes, without cost or additional equipment; and (iii) route all emergency 911 calls placed from the Software via Sorenson VRS to the appropriate emergency personnel, and transmit the call-back number and other required information to the emergency response center. You also have the following rights: (i) you may obtain a local ten-digit telephone number from, and register with, your provider of choice (notwithstanding any prior relationship you may have had with another provider); (ii) you may change default providers at any time and, in doing so, retain your local ten-digit telephone number by transferring (or “porting”) the number to the new default provider; and (iii) you may make calls through, and receive calls from, any provider (you are not limited to making or receiving calls through your default provider).

If you already have a local ten-digit telephone number from a provider other than Sorenson, but would like to select Sorenson as your default provider, you may port your telephone number to Sorenson. To do so, please contact Sorenson by calling 801-386-8500 or by sending an email to porting@sorenson.com. You also may port the ten-digit number(s) assigned to the Software to a default provider other than Sorenson. Upon request, Sorenson will port the local ten-digit number assigned to the Software to the new default provider.

If you ever need to place an emergency call, you can do so by dialing 911 on the Operating Device with the Software. To ensure that your 911 call is routed to the right emergency response center and that the emergency response center knows where to send assistance, always provide the Sorenson VRS interpreter with your actual location at the start of the 911 call. In addition, if you have chosen Sorenson as your default provider, it is critical that you inform Sorenson of your Registered Location and immediately notify Sorenson of any subsequent changes to your Registered Location. Sorenson will use your Registered Location to route your 911 call and to inform 911 of your Registered Location, which they may use to dispatch a response if you are unable to or do not specify a different location. Accordingly, if, for example, you are planning to move to a new residence where you will use the Software, or if you move the Software to your workplace, you must register that new location as your updated Registered Location with Sorenson. Please note that it can take several hours or, in some cases (*e.g.*, if there is an error in your Registered Location), longer to update your Registered Location so that your 911 call will be routed to the emergency authority serving your location. You can inform Sorenson of your initial or new Registered Location by visiting www.sorensonvrs.com/moving, or calling 800-659-4810 from the Operating Device with the Software. Sorenson will confirm receipt of your Registered Location or any updates to it that you submit to Sorenson. If you move to a new address or otherwise change the location where you most frequently use the Software without having given Sorenson sufficient advance notice, any 911 call you make with aid of the Software may be directed to the wrong emergency authority or may transmit the wrong address.

If you are not at your Registered Location when placing a 911 emergency call, for example because you are not using the Operating Device at the Registered Location at the time of the 911 call, Sorenson will attempt to verify your location and communicate the same to the emergency response center. Sorenson will be limited in its ability to communicate your location by any limitation you may have in communicating your location to Sorenson. You agree not to hold Sorenson responsible for any failure on Sorenson’s part to communicate your location during an emergency.

For more information about the ten-digit telephone number(s) assigned to the Software, see the FCC's Consumer Guide located at <http://www.fcc.gov/guides/ten-digit-numbering-and-emergency-call-handling-procedures-internet-based-trs>.

Unless otherwise noted, this Agreement assumes that you have chosen Sorenson as your default provider of VRS for the telephone number(s) assigned to you for use with the Software or that you are using the Software in conjunction with Sorenson's VRS. FCC regulations prohibit Sorenson from completing non-emergency VRS calls for you if you have not registered with a default provider.

D. Sorenson's provision of VRS is governed by section 225 of the Communications Act of 1934, as amended, 47 U.S.C. § 225, and the FCC's implementing rules and orders. Under this governing law, VRS is currently provided at no cost to users, and you therefore may use the Software for free to place and receive as many VRS calls as you wish. Although we hope you will enjoy using the Software, your entering into this Agreement does not create any obligation to make VRS calls. You are free to use the Software to make and receive calls, including 911 calls, through any VRS provider. When you use the Software to connect to Sorenson's VRS, you will reach a Sorenson-authorized interpreter who has been trained to ensure service quality and confidentiality. If you choose to use the Software with a VRS provider other than Sorenson, we cannot ensure the quality of service or clarity of those calls.

E. Sorenson and/or its licensors are the sole owners of the Software, and neither the use of the Software nor this Agreement gives any other person or entity right, title, or interest to or in the Software or any aspect thereof, including but not limited to any intellectual property rights. You therefore must not, nor must you allow or help any third party to, (i) assert or file registrations and/or applications for ownership or intellectual property rights in the Software in any country, nation, or jurisdiction throughout the world; or (ii) copy, decompile, reverse engineer, disassemble, modify, or create derivative works of the Software or any aspect thereof. If you have a suggestion, concern, or question about the Software or any Sorenson service provided in association with it, you can send your comments to us by e-mail to vrscments@sorenson.com. Please note that we cannot guarantee the confidentiality of any business information, ideas, concepts, or inventions you choose to send us. This section of the Agreement shall continue to apply after the Agreement ends.

F. You may not in any way tamper with, reverse engineer, or deconstruct the Software, nor may you permit a third person to undertake any of these actions.

G. To ensure that any 911 calls you make are properly routed and handled, YOU MUST UPDATE YOUR REGISTERED LOCATION in a timely manner either by visiting www.sorensonvrs.com/moving or calling 800-659-4810 from the Operating Device with the Software assigned to you. If you move the Operating Device to a new location without having updated your Registered Location, any 911 call you make from the Operating Device with the Software may be directed to the wrong emergency authority or may transmit the wrong address.

H. You further agree to use reasonable efforts to keep the Software safe and secure from thieves or vandals, unsupervised users, or any other external conditions that could compromise the Software or allow for it to be improperly copied. If the Operating Device containing the Software has been stolen or appears to have been damaged, tampered with, or not functioning properly, you agree promptly to e-mail us at vrssupport@sorenson.com, or, if possible, to contact our service staff through your Operating Device with the Software. You further agree that so long as Sorenson is the default provider for the telephone number(s) assigned to the Software, only Sorenson may service or repair the Software, and that you will not allow anyone other than Sorenson, including but not limited to other VRS providers, to attempt to service or repair the Software. You may allow a third party to service or repair the Operating Device as long as such third party is

not a provider of VRS or otherwise a Sorenson competitor. I. You agree not to use the Software for any abusive, pornographic, lewd, obscene, harassing, fraudulent, or unlawful purposes; not to engage or participate in communications or conduct of an abusive, pornographic, lewd, obscene, harassing, fraudulent, or unlawful nature while using the Software; not to use the Software in conjunction with a VRS VCO call in which the VCO voice phone is used by a person other than yourself; not to use the Software in a way that interferes with our ability to provide VRS to you or other users or that impinges on any other user or his or her enjoyment or use of the Software; and not to use the Software to place a point-to-point call to solicit another person for any purpose.

J. Sorenson in its sole discretion reserves the right to assure itself that you have not violated the terms and conditions of this Agreement; to investigate a potential violation of any provision of this Agreement; to disclose to the full extent permitted by law any suspected use of the Software that Sorenson reasonably believes is unlawful or injurious to the rights, property or safety of Sorenson, its employees, users and/or members of the public; to seek reimbursement and damages in the event of a violation of this Agreement; and to terminate, suspend, restrict, or cancel your license to use of the Software and/or to retrieve or disable the Software immediately and without advance notice, particularly if Sorenson believes you may have violated any provision of this Agreement.

K. **WAIVER OF LIABILITY FOR 911 CALLS.** Sorenson recommends that you maintain an alternative means of making an emergency call to 911 (for example, through a traditional text telephone (“TTY”) or, if a TTY is not available, a standard telephone) in the event that you are unable to use Sorenson’s VRS or the Software for any reason (for example, for one of the reasons discussed below). In the event that you use the Software to make a 911 call, whether through Sorenson VRS or through another VRS provider, Sorenson is not liable for any claim, damage or loss arising from your use of the Software to facilitate that call. Specifically, Sorenson is not liable in tort, contract, or otherwise for any personal injury, property damage, death, or other harm arising out of or related to use of the Software to make a 911 call, or the provision of any VRS, VRI, or in-person interpreting services incidental to or in conjunction with such a call, including but not limited to an act or omission involving (1) the development, design, installation, operation, maintenance, performance, or provision of the Software or any equipment or facility that permits you to use the Software, or any VRS, VRI or in-person interpreting services provided in connection with a 911 call or the provision of emergency services; (2) misinterpretation, mistakes, interruptions, delays, transmission errors, network outages, failures, defects, technical difficulties, acts of God, or other occurrences, regardless of the source of the occurrence, that may arise in the course of transmitting or handling 911 calls or providing emergency services; or (3) release to a public safety answering point, designated statewide default answering point, appropriate local emergency authority, emergency medical service provider or emergency dispatch provider, public safety, fire service or law enforcement official, or hospital emergency or trauma care facility of user information related to 911 calls or the provision of emergency services. In addition, Sorenson is not liable for any damages arising from your failure to provide Sorenson an accurate, up-to-date Registered Location. For information about how to update your Registered Location, please refer to section 3.C above.

Furthermore, consistent with Federal law, Sorenson in its role as an emergency communications service provider, shall have immunity or other protection from liability in a State of a scope and extent that is not less than the scope and extent of immunity or other protection from liability accorded any local exchange company under Federal and applicable State law (whether through statute, judicial decision, tariffs filed by such local exchange company, or otherwise).

NOTICE OF LIMITATIONS FOR 911 CALLS. If you use the Software to place a 911 call, you should be aware that any such use is subject to significant limitations and risks, including but not limited to the following:

First, Sorenson may not automatically be able to obtain your location information and/or route your call to the appropriate emergency personnel, if (i) you use Sorenson's VRS to place a 911 call, and you have not provided Sorenson an up-to-date Registered Location, or you are using the Operating Device at a location other than your Registered Location; (ii) you have not chosen Sorenson as your default provider; or (iii) your Registered Location is not served by the Wireline E911 network or is not available to Sorenson. Furthermore, in these circumstances, if you are incapacitated or otherwise unable or unwilling to give the Sorenson interpreter your address, Sorenson may not be able to obtain your location information and give it to appropriate emergency personnel, although Sorenson will use its best efforts to do so.

Second, even if you have provided Sorenson an up-to-date Registered Location, it can take several hours or, in some cases (*e.g.*, if there is an error in your Registered Location), longer to update your Registered Location so that your 911 call will be routed to the emergency authority serving your location. If you place a 911 call from an address before activation of 911 service for that address, Sorenson may not automatically be able to obtain your location information and/or route your call to the appropriate emergency personnel.

Third, you may not be able to place a 911 call if the Software or other equipment provided to, or used by, you fails to function.

Fourth, you may not be able to use the Software to place a 911 call if an act beyond our control (including an act of God) has occurred, including one or more of the following:

- a broadband network outage or power outage has occurred, or Internet service has been degraded for another reason, including, but not limited to, congestion, interruptions, or technical problems that may affect your ability to access the Internet;
- your broadband or ISP service has been cancelled, suspended or terminated for any reason (including for failure to pay); or
- under this Agreement, your use of the Software has been terminated, suspended, restricted, or cancelled, or the Software has been disabled.

Fifth, 911/E911 is available only for calls placed from a location within the United States or one of its territories or possessions.

Sixth, if you use the Software to place a 911 call through a VRS provider other than Sorenson, Sorenson will have no control over the manner in which the other provider will handle, process, or route the call. Sorenson thus cannot ensure that the other provider will handle the call in accordance with the FCC's emergency calling rules or that the call and your location will be automatically routed to the appropriate emergency personnel.

Finally, if you have chosen a provider other than Sorenson as your default provider for the telephone number(s) assigned to the Software, and you port your number(s) to a default provider other than Sorenson, Sorenson will have no obligation to ensure that the Software is able to transmit a 911 call or provide E911 functionality.

L. If you are not satisfied with the Software or no longer require use of the Software, just inform us at any time by sending a written correspondence to Sorenson Communications, Inc., c/o Legal Dept., 4192 South Riverboat Road, Suite 100, Salt Lake City, Utah 84123, U.S.A., and if we cannot adequately address your concern, your license to use the Software will then be revoked and you must immediately remove the Software from your Operating Device.

M. You understand and hereby acknowledge that your use of the Software, including to place or receive a call or to leave a SignMail[®] (video mail) message, may require your image and/or voice to be transmitted over the Internet. You further understand that due to the nature of the Internet and/or wireless communications, any privacy right, copyright or other right or interest in your voice, image or likeness may be lost with respect to any specific transmission as a result of such transmission. You authorize and specifically grant permission to Sorenson and any applicable third party service providers to transmit your voice, likeness and/or image over the Internet solely for the purpose of providing VRS, and point-to-point calls as needed, and further release and agree to hold Sorenson harmless from any and all responsibility for any such loss of rights and/or interests resulting from transmission of your voice, image and/or likeness over the Internet. The foregoing shall not be construed as consent to the use of your voice, image or likeness for purposes other than VRS. You agree not to record, forward, post on the Internet, or transmit the voice, image, and/or likeness of the Sorenson interpreter in any way for any purpose, or to store, retrieve, use, or facilitate the use of, the voice, image, and/or likeness of the Sorenson interpreter in any way other than as necessary to permit the provision of VRS, including SignMail[®] service.

N. If you have selected Sorenson as your default provider, the Software periodically may communicate with Sorenson's servers to check for available updates to the Software, such as programming repairs, patches, enhanced functions, missing plug-ins and new versions (collectively, "Updates"). If an Update is available, it will be automatically downloaded and installed to the Operating Device without notice. You agree not to interfere with the Software's ability to request and receive Updates from Sorenson's servers automatically.

O. You may use the Software to place as many point-to-point calls as you wish, and Sorenson will not bill you for any such calls.

P. You shall notify Sorenson immediately upon discovery of any unauthorized use, sale, or transfer of the Software or any other breach of this Agreement.

Q. You agree not to use the Software or any of Sorenson's systems or servers to infringe on any individual or entity's intellectual property rights, or other proprietary rights including, but not limited to, infringement of materials that are subject to trademark, copyright, patent and trade secret protection. Sorenson respects the intellectual property of others and requires that you do the same. You may not store material of any type or in any format on, or disseminate such material over, Sorenson's systems or servers in any manner that infringes on any intellectual property right. You also may not use the Software or any of Sorenson's systems or servers to upload, embed, post, e-mail, transmit or otherwise make available any material that infringes on any of the aforementioned intellectual property rights. R. Many of the features and functions of the Software are made possible because the Software transmits information to, and receives information from, a remote Sorenson server. The FCC's rules prohibit this kind of information transfer if Sorenson is not the default provider of VRS

for the telephone number(s) assigned to the Software. As a result, some of the Software's features and functions will not be operational if Sorenson is not the default provider for the number(s) assigned to it, although the Software will be able to process 911 emergency calls.

4. Indemnification:

You agree that Sorenson shall not be responsible or liable for any claims or causes of action that arise from your use of the Software from the use of the Software by any third party. Further, you agree to indemnify and hold Sorenson and its shareholders, officers, directors, employees, agents, independent contractors, and affiliated entities harmless for all costs, fees, expenses, and damages of any nature whatsoever related to any such claims, including court and arbitration costs, attorneys' fees, and the costs of other professionals, unless such claims are based solely on Sorenson's willful misconduct. This section of the Agreement shall continue to apply after the rest of the Agreement ends.

5. Limitations of Liability:

Sorenson will not be liable for any cost or damage arising either directly or indirectly from (i) your failure to comply with this Agreement, including your use or misuse of the Software; (ii) the porting of the telephone number(s) assigned to the Software to a default provider other than Sorenson; or (iii) Sorenson's termination, suspension, restriction, or cancellation of your license to use the Software and/or Sorenson's retrieval or disabling of the Software as permitted in Paragraph 3.J above. In no event shall Sorenson, its employees, shareholders, officers, or directors, be liable for punitive, reliance, or special damages, or for indirect or consequential damages, including but not limited to lost profits or revenue or increased costs of operation. These limitations apply even if the damages are foreseeable or we are told they are possible, and these limitations apply to any negligence claim that does not involve willful misconduct or intentional misconduct no matter how that claim is styled or on what legal grounds (such as contract, tort, statute, misrepresentation), it is based. Sorenson will be liable for no more than the amount of actual direct damages to the person or property.

Except as expressly provided in this Agreement, and then only to the extent provided, Sorenson makes no warranties or representations of any kind regarding the Software. **SORENSON DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.** Sorenson disclaims any and all warranties of quiet enjoyment, performance, and non-infringement. Sorenson also makes no warranty that the Software will be error free or provide uninterrupted service or functionality. Sorenson shall not be liable for any consequential or incidental damages. Sorenson does not authorize anyone, including, but not limited to, Sorenson's employees, independent contractors, agents or representatives, to make a warranty of any kind on Sorenson's behalf and you should not rely on any such statement. Furthermore, as explained in Sorenson's Special Disclaimer, Sorenson does not represent, warrant, or guarantee that its relay interpreters meet the various interpreting requirements mandated by the laws of any states, or that its interpreters are trained, authorized, or certified to provide VRS pertaining to any particular area of expertise, including medical, mental health, or legal. Sorenson's Special Disclaimer is located at <http://www.sorenson.com/disclaimer>. This section of the Agreement shall continue to apply after the rest of the Agreement ends. For limitations of liability with respect to 911 calls, please refer to section 3.I above.

6. Dispute Resolution:

You agree that this Section provides for resolution of disputes through final and binding arbitration before a neutral arbitrator instead of in a court by a judge or jury or through a class action. You continue to have certain rights to obtain relief from a federal or state regulatory agency.

A. Binding Arbitration. The arbitration process established by this Section is governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16. Subject to section 3.H above, all other disputes (except those subject to separate FCC procedures) arising out of or related to this Agreement or the Software (whether based in contract, tort, statute, fraud, misrepresentation or any other legal or equitable theory) must be resolved by final and binding arbitration. This includes any dispute based on any product, service or advertising having a connection with this Agreement or Software. The arbitration will be conducted by one arbitrator using the procedures described by this Section of the Agreement. If any portion of this Dispute Resolution Section is determined to be unenforceable, then the remainder shall be given full force and effect.

The arbitration of any dispute shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), as modified by this Agreement, which are in effect on the date a dispute is submitted to the AAA. In conducting the arbitration and making any award, the arbitrator shall be bound by and strictly enforce the terms of this Agreement and may not limit, expand, or otherwise modify its terms.

No dispute may be joined with another lawsuit, or, in an arbitration, with a dispute of any other person, or resolved on a class-wide basis. The arbitrator may not award damages that are barred by this Agreement. You and Sorenson Communications both waive any claims for an award of damages that are excluded under this Agreement.

B. Arbitration and Filing Procedures.

Before you take a dispute to arbitration, you must first write to us at Sorenson Communications, Inc., c/o Legal Dept., 4192 South Riverboat Road, Suite 100, Salt Lake City, Utah 84123, U.S.A., and give us an opportunity to resolve the dispute. Similarly, before Sorenson takes a dispute to arbitration, Sorenson will first attempt to resolve it by contacting you. If the dispute cannot be satisfactorily resolved within sixty days from the date you or Sorenson is notified by the other of a dispute, then either party may submit the arbitration to the AAA. Information about the AAA, the arbitration process, and the AAA's Arbitration Rules and its fees are available from the AAA on the Internet at www.adr.org.

Any claim or dispute arising out of the Software relating to this Agreement must be brought within two (2) years after the date the basis for the claim or dispute first arises.

Unless applicable substantive law provides otherwise, each party will pay its own expenses to participate in the arbitration, including attorneys' fees and expenses for witnesses, document production and presentation of evidence. If you prevail before the arbitrator, however, you may seek to recover the AAA's fees and the expenses of the arbitrator from us. If Sorenson prevails before the arbitrator, then Sorenson may seek to recover the AAA's fees and expenses of the arbitrator from you.

C. Notwithstanding anything in this Agreement, all actions arising from or pertaining to this Agreement and all disputes between the parties shall be initiated, maintained, and resolved in Salt Lake City, in the State of Utah, U.S.A.

D. This section 6 of the Agreement shall continue to apply after the rest of the Agreement ends.

7. Miscellaneous:

A. Acts Beyond Our Control. Sorenson will not be responsible to you for any delay, failure in performance, loss or damage due to fire, explosion, power blackout, earthquake, volcanic action, flood, the weather elements, strike, embargo, labor disputes, civil or military authority, war, terrorism, acts of God, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond our reasonable control.

B. Assignment. Sorenson can assign all or part of our rights or duties under this Agreement without notifying you. In the event of an assignment, Sorenson shall have no obligations to you under any duties that may have been assigned. You may not assign this Agreement or your right to use the Software without Sorenson's prior written consent, nor may you give, sell, loan, lease, or otherwise transfer or assign the Software to another user. Correspondence regarding this provision, should be sent to Sorenson Communications, Inc., c/o Legal Dept., 4192 South Riverboat Road, Suite 100, Salt Lake City, Utah 84123, U.S.A.

C. Entire Agreement. This Agreement constitutes the entire agreement between you and Sorenson and supersedes all prior agreements, understandings, statements or proposals, and representations, whether written or oral, regarding the Software. No written or oral statement, advertisement, or service description not expressly contained or incorporated by reference in the Agreement will be allowed to contradict, explain, or supplement it, except pursuant to the "Changes to this Agreement" section below. Neither you nor Sorenson is relying on any representations or statements by the other party or any other person that are not included in this Agreement.

D. Changes to this Agreement. Sorenson may change this Agreement from time to time. If Sorenson makes any changes to the rates, terms or conditions set forth in this Agreement, Sorenson will post them on its Web page at <http://www.sorensonvrs.com/license> (the "Web Page"). Sorenson may satisfy any applicable notice requirements by posting changes to this Agreement on the Web Page. You agree to review the Web Page on a timely and reasonable basis, and can easily see if changes have been made by checking the Revision Date posted at the bottom of this Agreement. If you do not agree to the terms of any revised agreement, you should cease use of the Software and immediately contact Sorenson. Your continued use of the Software following the posting of any changes to this Agreement constitutes your consent to be bound by the terms of this Agreement as revised.

E. Privacy. Sorenson is committed to protecting the privacy of your personally identifiable information. "Personally Identifiable Information" is information that can be used to identify or contact you. Any Personally Identifiable Information that is collected, maintained, or generated by the Software will be subject to applicable terms and conditions of Sorenson's Privacy Policy posted on Sorenson's Web site at: <http://www.sorenson.com/privacy>.

F. Export Restrictions. You acknowledge that the Software is subject to the export control laws and regulations of the United States and other countries. You agree that you will not export or re-export the Software, any part thereof, or any process or service that is the direct product of the Software (collectively the "**Restricted Components**") to any country, person or entity subject to U.S. export restrictions. You specifically agree not to export or re-export any of the Restricted Components (1) to any country to which the United States has embargoed or restricted the export of goods or services, which currently include, but are not necessarily limited to Cuba, Iran, Iraq, Libya, North Korea, Sudan and Syria, or to any national of any such country, wherever located, who intends to transmit or transport the Restricted Components back to such country or (2) to any person or entity who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government.

G. Governing Law. This Agreement will be governed by the law of the State of Utah, U.S.A., without regard to its choice of law rules, except that the arbitration provisions of this Agreement will be governed by the Federal Arbitration Act. This governing law provision applies no matter where you reside, or where you use or pay for the use of the Software. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Any translation of this Agreement is done for local requirements, and in the event of a dispute between the English and any non-English versions the English version of this Agreement shall govern.

H. Government End Users. The Software and related documentation are "Commercial Items," as that 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 being licensed to U.S. Government end users (1) only as Commercial Items and (2) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights are reserved under the copyright laws of the United States by Sorenson Communications, Inc., 4192 South Riverboat Road, Suite 100, Salt Lake City, Utah 84123, U.S.A.

I. No Third Party Rights. This Agreement does not provide any third party with a remedy, claim, or right of reimbursement.

J. Notices. Notices from you to Sorenson must be addressed as follows: Legal Dept., Sorenson Communications, Inc., Suite 100, 4192 South Riverboat Road, Salt Lake City, Utah 84123, U.S.A. Sorenson's notice to you, to the extent applicable, may be made by a posting on our Web site, newspaper ad, postcard, letter, relay service call, or an e-mail to an address, if you have provided one to us. You agree to notify us in writing promptly in the event you change your address, including but not limited to your e-mail address.

K. Remedies. You agree that, in the event you breach, or threaten to breach, any term or condition of this Agreement, Sorenson shall immediately be entitled to seek all remedies available to it, at law and in equity. In the event that it becomes necessary for Sorenson to seek injunctive relief, Sorenson shall not be required to post a bond or other security.

L. Termination. This Agreement will automatically terminate if you fail to comply with any term or condition of this Agreement. Upon termination, you agree to return the Software and to destroy any copy not returned (e.g. any copy stored on any Operating Device). You may relinquish your rights under this Agreement at any time by returning the Software to Sorenson and by destroying all copies of the Software in your possession or control.

M. Severability. If any part of this Agreement is found invalid, the rest of the Agreement will remain valid and enforceable. The part that is found invalid shall be replaced with valid terms under law that most closely matches the intent of the parties as manifested by this Agreement.

N. Effective Date. This Agreement shall be deemed effective as of the date on which the Software is provided to you by Sorenson.

O. Continuing effect. This Section 7 of the Agreement will continue to apply after the rest of the Agreement ends.

P. Open Source Usage and Dependencies. The Software contains source code derived from the OPAL (<http://www.opalvoip.org> and PTLib (http://www.opalvoip.org/docs/ptlib-v2_9/) open source projects that are licensed under the Mozilla Public License (MPL) version 1.0 (<http://www.mozilla.org/MPL/MPL-1.0.html>). To meet its obligations under the MPL, Sorenson will provide source code for all of its modifications to these projects upon request. To request modified source code please email opensource@sorenson.com. Any terms of this Agreement that differ from the terms of the MPL are offered to you by Sorenson alone, and not by any other Initial Developer or Contributor (as defined in the MPL).

Q. AVC License Renewal. THIS PRODUCT IS LICENSED UNDER THE AVC PATENT PORTFOLIO LICENSE FOR THE PERSONAL USE OF A CONSUMER OR OTHER USES IN WHICH IT DOES NOT RECEIVE REMUNERATION TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE AVC STANDARD (“AVC VIDEO”) AND/OR (ii) DECODE AVC VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE AVC VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE [HTTP://WWW.MPEGLA.COM](http://WWW.MPEGLA.COM).

By checking the acceptance box on the Operating Device on which the Software is installed, you agree to abide by this Agreement.

Revision Date: This Agreement was last updated and posted on Sorenson Web Site on May 9, 2012.