

## **Schedule of Additional Terms of Service for Dolby - End-User License Agreement for Dolby Voice Client Software**

### **END-USER LICENSE AGREEMENT (“AGREEMENT”) FOR DOLBY VOICE CLIENT SOFTWARE**

This End User License Agreement (“EULA”) is a legal agreement between you (as an individual hereinafter referred to as “you” or “Customer”) and Dolby Laboratories, Inc., a California Corporation, and Dolby International AB, a Swedish company residing in The Netherlands (collectively “Dolby”) for the Dolby Voice Client software that accompanies this EULA, which includes computer software and may include associated media, printed materials, “online” and electronic documentation (collectively, the “Software”). Dolby is providing you with the Software pursuant to a separate agreement between you (or a third party such as your employer) and one of Dolby’s licensees (a “Parent Agreement”). In the case of a conflict this EULA takes priority over the Parent Agreement and governs your use of the Software. YOU HEREBY AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT BY ACCEPTING THIS AGREEMENT, OR BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT DO NOT INSTALL, COPY, OR USE THE SOFTWARE.

#### **1. LICENSE GRANT.**

Dolby grants you only those rights expressly granted to you in this EULA provided that you comply with all terms and conditions of this EULA.

##### **1. Software License Grant.**

Dolby grants you a nonexclusive, revocable, limited, non-transferable license to (a) install and run the Software solely for the purpose of accessing the conferencing service solutions provided under the Parent Agreement and (b) make one copy of the Software solely for backup or archival purposes.

##### **2. Documentation.**

You may make and use an unlimited number of copies of the documentation, if any, provided that such copies shall be used solely for your own use in association with the Software and are

not to be republished nor distributed (in hard copy, electronic or any other form) beyond your premises or to any third party.

**3. Beta Materials.**

The following apply to any Software provided as “pre-release” or “beta:” (a) You shall identify errors, potential improvements, and provide other feedback to Dolby about the pre-release or beta Software as reasonably requested by Dolby, and (b) Dolby reserves the right not to commercially release pre-release or beta Software or, if it does so, to alter prices, features, specifications, capabilities, functions, licensing terms, release dates, and other characteristics of the commercial release.

**2. RESERVATION OF RIGHTS AND OWNERSHIP.**

Dolby reserves all rights not expressly granted to you in this EULA. The Software is protected by copyright, patent and/or other intellectual property laws and treaties and contains trade secrets of Dolby and its suppliers. Dolby and its suppliers own the title, copyright, and other intellectual property rights in the Software. Notwithstanding any statements to the contrary contained in any terms of sale for the Software, the Software is licensed, not sold and Dolby retains ownership of all copies of the Software.

**3. LIMITATIONS ON LICENSE.**

You are expressly prohibited from using the Software in any manner not specifically authorized by Dolby in this EULA. You may not make any copies of the Software except and to the extent necessary for backup and archival purposes. You may not modify, create derivative works, reverse engineer, decompile, or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. You may not rent, lease, lend or provide commercial hosting services with the Software. You may not delete, fail to reproduce or modify any patent, copyright, trademark or other proprietary rights notices which appear on or in the Software or documentation. No license, right, or interest in any Dolby trademark, trade name or service mark is granted to you pursuant to this EULA.

#### **4. TERMINATION.**

Without prejudice to any other rights, Dolby may immediately terminate this EULA if you are in material breach of any of the terms or conditions of Sections 1-3 of this EULA which has not been remedied within 14 days of written notice from Dolby to you. In such event, you must immediately cease using the Software and destroy all copies of the Software and all of its component parts.

#### **5. REPRESENTATIONS AND WARRANTIES.**

1. You represent, warrant, and covenant that your use of the Software will at all times comply with the terms of this EULA, applicable laws and regulations and that you will not install, use, access, or run the Software for purposes other than accessing the conferencing services provided under the Parent Agreement.
2. Dolby represents and warrants that (a) it owns or has the right to license the Software and (b) that the Software is complete, correct, effective, and capable of meeting the specifications included in the documentation, if any, provided under the Parent Agreement. Your sole remedy for breach of the foregoing representation in Section 5.2(b) shall be Dolby's commercially reasonable efforts to redeliver the affected Software.

#### **6. DISCLAIMER OF WARRANTIES.**

EXCEPT AS OTHERWISE SET FORTH ABOVE, DOLBY MAKES NO WARRANTIES REGARDING THE SOFTWARE. FURTHER, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DOLBY AND ITS SUPPLIERS PROVIDE THE SOFTWARE AS IS, AND HEREBY DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, USAGE OR TRADE. THERE IS NO WARRANTY THAT THE SOFTWARE WILL OPERATE IN THE COMBINATIONS THAT YOU MAY SELECT FOR USE, THAT THE OPERATION OF THE SOFTWARE WILL BE ERROR-FREE OR UNINTERRUPTED OR THAT ALL SOFTWARE ERRORS WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL

OR WRITTEN, OBTAINED FROM DOLBY OR ELSEWHERE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. THE ENTIRE RISK AS TO THE QUALITY, OR ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE REMAINS WITH YOU.

**7. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES.**

IN NO EVENT WILL DOLBY BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE SOFTWARE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT DOLBY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. YOU AGREE THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

**8. LIMITATION OF LIABILITY AND REMEDIES.**

NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED HEREIN AND ALL DIRECT OR GENERAL DAMAGES IN CONTRACT OR ANYTHING ELSE), THE ENTIRE LIABILITY OF DOLBY AND ANY OF ITS SUPPLIERS UNDER ANY PROVISION OF THIS EULA AND YOUR EXCLUSIVE REMEDY HEREUNDER (OTHER THAN THE LIMITED REMEDY DESCRIBED IN SECTION 5.2 ABOVE) SHALL BE LIMITED TO THE AMOUNT OF USD\$10.00 (TEN US DOLLARS). THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS (INCLUDING SECTIONS 6 AND 7 AND THIS SECTION 8) SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY

SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

**9. GOVERNING LAW:**

The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws, without respect to conflict of laws, provisions, and you agree to submit to the jurisdiction of the court, set forth below based on the applicable region where you are located:

- Region
- Governing Law
- Court Jurisdiction
- Europe Union
- England
- English Courts
- All other countries
- State of California, USA
- State or Federal Courts located in San Francisco, CA
- People's Republic of China

Arbitration at the Hong Kong International Arbitration Centre in accordance with the UNCITRAL Arbitration Rules ("UNCITRAL Rules"). The arbitration tribunal shall consist of one arbitrator to be appointed according to the UNCITRAL Rules. The language of the arbitration shall be English.

Notwithstanding the foregoing, nothing in this Section 9 shall prevent Dolby from seeking any injunctive or equitable relief by a court of competent jurisdiction that is necessary to protect Dolby's rights or property until such dispute is resolved. This Agreement will be interpreted and construed in accordance with the English language. The parties agree that the provisions of the Uniform Computer Information Transactions Act ("UCITA") and the U.N. Convention on Contracts for the International Sale of Goods will have no force or effect on these terms and conditions.