

End User License Agreements

IMPORTANT: PLEASE READ THESE END USER LICENSE AGREEMENTS CAREFULLY. **USE** OF THE TANDBERG MANAGEMENT SERVER SUPPLIED BY TANDBERG TELECOM AS, OR ANY OF ITS AFFILIATES, DIRECTLY OR THROUGH ITS AUTHORIZED RESELLERS, ("TANDBERG"), WILL CONSTITUTE (i) YOUR ACKNOWLEDGEMENT OF RECEIPT OF THIS DOCUMENT AND (ii) YOUR **AGREEMENT** TO BE BOUND BY THE TERMS OF THE END USER LICENSE AGREEMENTS ("AGREEMENTS"). IF YOU DO NOT AGREE TO THE TERMS OF THESE AGREEMENTS, DO NOT INSTALL OR USE THE SERVER AND RETURN IT AND ALL RELATED DOCUMENTATION TO THE PLACE OF PURCHASE WITHIN TEN (10) DAYS FOR A FULL REFUND.

General End-User License Agreement

TANDBERG, or its licensors, owns all intellectual property rights, including patent, copyright, trade secret, trademark and other proprietary rights, in and to the TANDBERG Management Server computer system ("System"), the software contained or used therein ("Software") (together the "Server") and the related documentation ("Documentation"). Your rights are limited to those expressly granted in this agreement and the related end user license agreements (the "Agreement"). The Agreement grants You a limited non-transferable and non-exclusive license to use, solely for Your internal business purposes, the Server and Documentation, as ordered and paid for by You and identified in the invoice for the Server, under the terms and conditions set forth herein.

You may:

- install the Server in the country and in the place intended by Your order for the Server ("Site");
- use the Server at the Site under the scope of license granted herein;
- permit third party service providers to utilize the Server at the Site on Your behalf within the scope of license granted herein and provided such third party service provider agrees to be bound by the terms and conditions of the Agreement; and
- copy and use the Documentation as reasonably necessary in connection with Your authorized use of the Server.

You may not:

- use or distribute the Software except as an integrated component of the Server;
- modify, adapt, decompile, disassemble, or reverse engineer the Software installed on the Server, except to the extent that the foregoing restriction is expressly prohibited by applicable law;
- create derivative works based on the Software;
- make unauthorized copies of the Software;
- allow any unauthorized third party to use or have access to the Server, the Software or Documentation;
- install on the Server any software other than upgrades supplied by TANDBERG or other software (i) explicitly allowed in the Documentation or (ii) recommended by authorized TANDBERG support engineers or partners;
- to the fullest extent permitted by law, use the Server as an add-in product to any third party product without TANDBERG's prior written consent;
- use, evaluate or view the Server, the Software or Documentation for the purpose of designing, modifying, or otherwise creating any software program, or any portion thereof, which performs functions similar to the functions performed by the Server; or

- without the prior written consent of TANDBERG, transfer or assign the Software or Your rights under this Agreement, including an assignment by operation of law.

You acknowledge and agree that:

- the Server, the Software and Documentation contain valuable proprietary information and trade secrets of TANDBERG and its licensors and You shall protect the secrecy of, and avoid disclosure and unauthorized use of, the Server, the Software or the Documentation, using at least those measures that You take to protect Your own most highly confidential information;
- You shall comply with all applicable export control laws and regulations with respect to the Server, the Software and Documentation;
- TANDBERG will not be liable for any loss (whether direct or indirect) of any data or business information of any kind, savings, profits, or business interruption, to the fullest extent allowed by applicable law and even if TANDBERG has been advised of the possibility of such damages;
- any violation or threatened violation of the Agreement may cause irreparable injury to TANDBERG for which injunctive relief may be appropriate, in addition to all legal remedies;
- upon violation of any of the provisions of the Agreement or the expiration of the term of Your license, Your rights to use the Server, the Software and Documentation shall automatically terminate and You shall return to TANDBERG or destroy all copies of the Server, the Software and Documentation; and
- TANDBERG'S licensors are third-party beneficiaries of this End-User License Agreement.

U.S. GOVERNMENT. All software provided to the United States government pursuant to solicitations issued on or after December 1, 1995 is provided with the commercial license right and restrictions described herein.

RESTRICTED RIGHTS NOTICE

“Use, duplication, or disclosure by the Government is subject to restrictions as set forth in DFAR 227.7202-3 Rights in commercial computer software or commercial computer software documentation”

SURVIVABILITY. All provisions of the Agreement that by their terms survive the expiration or termination of the Agreement shall survive such expiration or termination including, without limitation, license and confidentiality restrictions, limitation of liability, and general provisions.

GENERAL PROVISIONS. The Agreement represents the complete agreement concerning this license, supersedes all prior agreements, and may be amended only by a writing executed by duly authorized representatives of both parties. The provisions of any order document used by You shall be of no effect (notwithstanding any provisions in such order document to the contrary), except for, term, Site, pricing and ship-to information. This Agreement is governed by, and is to be interpreted in accordance with the laws of the State of New York, excluding its conflict of law rules. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed. If any provision of the Agreement is held by a court of competent jurisdiction to be invalid under any applicable statute, rule or law, the parties agree that such invalidity shall not affect the validity of the remaining provisions of the Agreement, and further agree to substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision. Any terms in Your order document which are inconsistent with the terms of the Agreement are not accepted by TANDBERG and the terms of the Agreement will prevail. Headings used in the Agreement are provided for convenience only,

and shall not in any way affect the meaning or interpretation hereof. A waiver of a breach or default under the Agreement shall not be a waiver of any other breach or default. Failure of either party to enforce compliance with any term or condition of the Agreement shall not constitute a waiver of such term or condition unless accompanied by a clear written statement that such term or condition is waived. TANDBERG will not be responsible for any failure to perform due to "force majeure" causes beyond its reasonable control including, but not limited to, acts of God, riots, embargoes, terrorist acts, acts of civil or military authorities, disruptions in the flow of data to or from networks, denial of or delays in processing of export license applications, accidents, strikes, fuel crises or power outages.

Microsoft End-User License Agreement

- You have acquired a computer system ("Server") that includes software licensed by TANDBERG from an affiliate of Microsoft Corporation ("MS"). Those installed software products of MS origin, as well as associated media, printed materials, and "online" or electronic documentation (collectively "SOFTWARE") are protected by international intellectual property laws and treaties. TANDBERG, MS and its suppliers (including Microsoft Corporation) own the title, copyright, and other intellectual property rights in the SOFTWARE. The SOFTWARE is licensed, not sold. All rights reserved.
- **END USER PROOF OF LICENSE.** If you acquired the SOFTWARE installed on the Server, or on a compact disc or other media, a genuine Microsoft "Proof of License"/Certificate of Authenticity label with a genuine copy of the SOFTWARE identifies a licensed copy of the SOFTWARE. To be valid, the label must be affixed to the Server or appear on TANDBERG's software packaging. If you receive the label separately other than from TANDBERG, it is invalid. You should keep the label on the Server or packaging to prove that you are licensed to use the SOFTWARE. This End User License Agreement ("EULA") is valid and grants the end user rights ONLY if the SOFTWARE is genuine and a genuine Certificate of Authenticity for the SOFTWARE is included. For more information on identifying whether your SOFTWARE is genuine, please see <http://www.microsoft.com/piracy/howtotell>.
- **IF YOU DO NOT AGREE TO THIS EULA, DO NOT USE THE SERVER OR COPY THE SOFTWARE. INSTEAD, PROMPTLY CONTACT TANDBERG FOR INSTRUCTIONS ON RETURN OF THE UNUSED SERVER IN ACCORDANCE WITH TANDBERG'S RETURN POLICIES. ANY USE OF THE SOFTWARE, INCLUDING BUT NOT LIMITED TO USE ON THE SERVER, WILL CONSTITUTE YOUR AGREEMENT TO THIS EULA (OR RATIFICATION OF ANY PREVIOUS CONSENT).**

The SOFTWARE may contain the following:

- "Server Software" provides services or functionality on the Server; and
- "Device Software" allows a single electronic device ("Device") to access or use the Server Software.
- **LICENSE GRANT.** Subject to the terms and conditions set forth below, this EULA grants you the following rights:
 - **Server Software.** You may access, boot from, display and run the primary operating copy of the Server Software only on the Server. Your license rights to use secondary boot and/or recovery copies of the Server Software installed on or distributed with the Server (if any) are as described below in this EULA. You may reinstall the Server Software on the Server as originally installed on the Server by or on behalf of TANDBERG. You may not use the Server Software, or separate component parts thereof, for use on another server.
 - **Device Software.** You may install and use the Device Software on any number of Devices.

- **Processor Limits.** You may use the Server Software with not more than one (1) processor at any one time, unless a higher number of allowed processors is indicated on the Certificate of Authenticity for the SOFTWARE.
- **SOFTWARE FUNCTIONALITY LIMITATIONS** Even if software files for such functionality are installed on or provided with the Server, you are not licensed to use the following functionality of the Server Software:
 - Authentication Service functionality (i.e., single sign-on authentication service, including without limitation, use of the Server Software as a domain controller or otherwise making use of DCPromo.exe);
 - Network Infrastructure Services (i.e., functionalities of the Server Software necessary to support a server network infrastructure), including without limitation, Routing and Remote Access Service (RRAS) or Windows Internet Name Service (WINS);
 - Printing Services (i.e., print spoolers, drivers, and related files in the Server Software that enable operation of a printer);
 - Terminal Services functionality (i.e., the terminal services feature of the Server Software to enable Devices to use software residing on the Server, or other software used in conjunction with the Server Software to provide similar services), except to the limited extent necessary to administer the Server Software in Remote Administration Mode.
- **LIMITATION ON FUNCTIONALITY SUPPORTED BY THE SOFTWARE.** You are licensed to use the Server Software to support only the base functionality as provided and installed on the Server by TANDBERG, if applicable, provided, however, in any event you are not licensed to use the Server Software to run or support (i) directory services (such as Microsoft Active Directory), (ii) enterprise database software (such as Microsoft SQL Server), except (1) non-enterprise engines that are licensed to support not more than twenty-five (25) concurrent users (such as Microsoft SQL Server Desktop Engine (MSDE)) and (2) enterprise engines that are integrated in and operate only in support of the Server Software or the system utilities, server resource management, storage management software or similar software that is useable solely for administration, performance enhancement, and/or preventive maintenance of the Server (iii) enterprise resource planning (ERP) software, (iv) messaging or enterprise mail (except POP3 mail), (v) collaboration software (such as Microsoft Exchange), and/or (vi) web-based time management applications that address appointments, meetings, and other calendaring items (such as Microsoft Exchange). Except as specifically authorized by TANDBERG], you may not use the Server Software to support additional applications or significant functionality other than system utilities or server resource management or similar software which you may install and use solely for system administration, system performance enhancement, and/or preventive maintenance of the Server.
- **NO CALS REQUIRED.** Devices that access or utilize functionality of Server Software licensed under this EULA do not require a client access license ("CAL"). Obtaining a CAL for any Microsoft product does not grant you rights to use functionality of the Server Software not licensed under this EULA.
- **PRODUCT SUPPORT.** Product support for the SOFTWARE is not provided by MS, Microsoft Corporation, or their affiliates or subsidiaries. For product support, please refer to TANDBERG support number provided in the documentation for the Server. Should you have any questions concerning this EULA, or if you desire to contact TANDBERG for any other reason, please refer to the address provided in the documentation for the Server.
- **COMPONENT DATA STORAGE.** The SOFTWARE may contain components that use the data storage technology known as Microsoft SQL Server 2005 Express Edition (MSSEE). All copies and instances of MSSEE contained in or installed by those SOFTWARE components may be used only by those SOFTWARE components. Any such copy or instance of MSSEE may not be accessed or used for any other purpose. For example, applications may not be created or run on the SOFTWARE if they access or use the services or functionality of any copy or instance of MSSEE contained in or

installed by those SOFTWARE components. In addition, any MSSEE network library files that are disabled at the time you first install the SOFTWARE may not be re-enabled.

- **INTERNET-BASED SERVICES.** The SOFTWARE may contain components that enable and facilitate the use of certain Internet-based services. You acknowledge and agree that MS, Microsoft Corporation or their affiliates may automatically check the version of the SOFTWARE and/or its components that you are utilizing and may provide upgrades or supplements to the SOFTWARE that may be automatically downloaded to the Server. MS, Microsoft Corporation or their affiliates will not obtain personally identifiable information through any of these services.
- **DIGITAL CERTIFICATES.** Use of certificates based on the X.509 standard is an important security feature that may be included in the SOFTWARE. Certain functions of the X.509 implementation (for example, certificate revocation checking and certificate path building) connect via the Internet to computer systems belonging to Microsoft Corporation and other digital certificate authorities to check the validity of digital certificates that you receive from third parties during certain Internet-based operations (for example, communications secured with SSL or IPsec, mail secured with S/MIME, and smartcard authentication). In accordance with the X.509 standard, the SOFTWARE automatically retrieves user certificates and certificate revocation lists when you attempt to access certificate protected content. Additionally, the SOFTWARE's Auto Root Update feature will occasionally update the list of trusted certificate authorities. Auto Root Update is an optional feature; you can uninstall it if you do not desire it to function. The other security operations based on the X.509 standard can be prevented from operating by blocking the Server's Internet access.
- **SECURITY UPDATES.** Content providers are using the digital rights management technology ("Microsoft DRM") contained in this SOFTWARE to protect the integrity of their content ("Secure Content") so that their intellectual property, including copyright, in such content is not misappropriated. Owners of such Secure Content ("Secure Content Owners") may, from time to time, request MS, Microsoft Corporation or their affiliates to provide security related updates to the Microsoft DRM components of the SOFTWARE ("Security Updates") that may affect your ability to copy, display and/or play Secure Content through Microsoft software or third party applications that utilize Microsoft DRM. You therefore agree that, if you elect to download a license from the Internet which enables your use of Secure Content, MS, Microsoft Corporation or their affiliates may, in conjunction with such license, also download onto your Server such Security Updates that a Secure Content Owner has requested that MS, Microsoft Corporation or their affiliates distribute. MS, Microsoft Corporation or their affiliates will not retrieve any personally identifiable information, or any other information, from your Server by downloading such Security Updates.
- **BENCHMARK TESTING.** The SOFTWARE may contain the Microsoft .NET Framework. Disclosure of the results of any benchmark test of the .NET Framework component of the SOFTWARE to any third party without Microsoft Corporation's prior written approval is prohibited.
- **LINKS TO THIRD PARTY SITES.** The SOFTWARE may provide you with the ability to link to third party sites through the use of the SOFTWARE. The third party sites are not under the control of MS, Microsoft Corporation or their affiliates. Neither MS nor Microsoft Corporation nor their affiliates are responsible for (i) the contents of any third party sites, any links contained in third party sites, or any changes or updates to third party sites, or (ii) webcasting or any other form of transmission received from any third party sites. If the SOFTWARE provides links to third party sites, those links are provided to you only as a convenience, and the inclusion of any link does not imply an endorsement of the third party site by MS, Microsoft Corporation or their affiliates.
- **NOTICE REGARDING SECURITY.** To help protect against breaches of security and malicious software, periodically back up your data and system information, use security features such as firewalls, and install and use security updates.

- **NOTICE REGARDING THE MPEG-4 VISUAL STANDARD.** The SOFTWARE may include MPEG-4 visual decoding technology. MPEG LA, L.L.C. requires the following notice:

USE OF THIS SOFTWARE IN ANY MANNER THAT COMPLIES WITH THE MPEG-4 VISUAL STANDARD IS PROHIBITED, EXCEPT FOR USE DIRECTLY RELATED TO (A) DATA OR INFORMATION (i) GENERATED BY AND OBTAINED WITHOUT CHARGE FROM A CONSUMER NOT THEREBY ENGAGED IN A BUSINESS ENTERPRISE, AND (ii) FOR PERSONAL USE ONLY; AND (B) OTHER USES SPECIFICALLY AND SEPARATELY LICENSED BY MPEG LA, L.L.C.

If you have questions regarding this Notice, please contact MPEG LA, L.L.C., 250 Steele Street, Suite 300, Denver, Colorado 80206; Telephone 303 331.1880; FAX 303 331.1879

- **NOTE ON ACCESSING SOFTWARE ON SEPARATE SYSTEMS.** If you use the Server to access or utilize software services or functionality on a separate computer system, or permit Devices to access or utilize software services or functionality on such separate computer system, you may be required to obtain client access or other licenses for the Server and/or Devices. Please refer to the software license agreement(s) accompanying such separate computer system for information.
- **NOT FAULT TOLERANT.** THE SOFTWARE IS NOT FAULT TOLERANT. TANDBERG HAS INDEPENDENTLY DETERMINED HOW TO USE THE SOFTWARE IN THE SYSTEM, AND MS HAS RELIED UPON TANDBERG TO CONDUCT SUFFICIENT TESTING TO DETERMINE THAT THE SOFTWARE IS SUITABLE FOR SUCH USE.
- **NO WARRANTIES FOR THE SOFTWARE. THE SOFTWARE IS PROVIDED “AS IS” AND WITH ALL FAULTS. THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT (INCLUDING LACK OF NEGLIGENCE) IS WITH YOU. ALSO, THERE IS NO WARRANTY AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SOFTWARE OR AGAINST INFRINGEMENT. IF YOU HAVE RECEIVED ANY WARRANTIES REGARDING THE SERVER OR THE SOFTWARE, THOSE WARRANTIES DO NOT ORIGINATE FROM, AND ARE NOT BINDING ON, MS, MICROSOFT CORPORATION, AND/OR THEIR AFFILIATES.**
- **NO LIABILITY FOR CERTAIN DAMAGES. EXCEPT AS PROHIBITED BY LAW, MS, MICROSOFT CORPORATION, AND/OR THEIR AFFILIATES SHALL HAVE NO LIABILITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE. THIS LIMITATION SHALL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL MS, MICROSOFT CORPORATION, AND/OR THEIR AFFILIATES BE LIABLE FOR ANY AMOUNT IN EXCESS OF TWO HUNDRED FIFTY U.S. DOLLARS (U.S.\$250.00).**
- **RESTRICTED USES.** The SOFTWARE is not designed or intended for use or resale in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, or other devices or systems in which a malfunction of the SOFTWARE would result in foreseeable risk of injury or death to the operator of the device or system, or to others.
- **LIMITATIONS ON REVERSE ENGINEERING, DECOMPIATION, AND DISASSEMBLY.** You may not 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.
- **CONSENT TO USE OF DATA.** You agree that MS, Microsoft Corporation and their affiliates may collect and use technical information gathered in any manner as a part of support services provided to you, if any, related to the SOFTWARE. MS, Microsoft Corporation and their affiliates may use this information solely to improve products or to provide customized services or technologies to you. MS, Microsoft Corporation and their

affiliates may disclose this information to others, but not in a form that personally identifies you.

- **ADDITIONAL SOFTWARE.** This EULA applies to updates, supplements, add-on components, product support services, or Internet-based services components (“Supplemental Components”) of the SOFTWARE that you may obtain from TANDBERG, MS, Microsoft Corporation or their subsidiaries after the date you obtain your initial copy of the SOFTWARE, unless you accept updated terms or another agreement governs. If other terms are not provided along with such Supplemental Components and the Supplemental Components are provided to you by MS, Microsoft Corporation or their subsidiaries then you will be licensed by such entity under the same terms and conditions of this EULA, except that (i) MS, Microsoft Corporation or their subsidiaries providing the Supplemental Components will be the licensor with respect to such Supplemental Components in lieu of TANDBERG for the purposes of the EULA, and (ii) **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SUPPLEMENTAL COMPONENTS AND ANY (IF ANY) SUPPORT SERVICES RELATED TO THE SUPPLEMENTAL COMPONENTS ARE PROVIDED AS IS AND WITH ALL FAULTS. ALL OTHER DISCLAIMERS, LIMITATION OF DAMAGES, AND SPECIAL PROVISIONS PROVIDED BELOW AND/OR OTHERWISE WITH THE SOFTWARE SHALL APPLY TO SUCH SUPPLEMENTAL COMPONENTS.** MS, Microsoft Corporation or their subsidiaries reserve the right to discontinue any Internet-based services provided to you or made available to you through the use of the SOFTWARE.
- **UPDATE FEATURES.** If the SOFTWARE provides, and you choose to utilize, the update features within the SOFTWARE, it is necessary to use certain computer system, hardware, and software information to implement the features. By using such features, you explicitly authorize MS, Microsoft Corporation and/or their designated agent to use this information solely to improve its products or to provide customized services or technologies to you. MS or Microsoft Corporation may disclose this information to others, but not in a form that personally identifies you.
- **SECONDARY BOOT AND RECOVERY COPIES OF THE SOFTWARE.**
 - **Secondary Boot Copy.** If a secondary boot copy of the Server Software is installed on the Server, you may access, boot from, display and run it solely in the event of a failure, malfunction, or corruption of the primary operating copy of the Server Software, and only until the primary operating copy has been repaired or reinstalled. You are not licensed to boot from and use both the primary operating copy and the secondary boot copy of the Server Software at the same time.
 - **Recovery Copy.**
 - If a recovery copy of the Server Software is installed on the Server or provided on separate media, you may use it solely to repair or reinstall the Server Software on the Server.
 - You also may make a backup of the Server Software in connection with a general backup of all or substantially all the program software on the Server. You may use the backup of the Server Software solely for archival or reinstallation purposes.
- **NO OTHER COPIES.** Except as expressly provided in this EULA or other documentation for the Server, you may not make copies of the SOFTWARE or any materials accompanying the SOFTWARE.
- **SOFTWARE TRANSFER ALLOWED BUT WITH RESTRICTIONS.** You may permanently transfer rights under this EULA only as part of a permanent sale or transfer of the Server with all copies of the SOFTWARE originally provided with the Server, and only if the recipient agrees to this EULA. If the SOFTWARE is an upgrade, any transfer must also include all prior versions of the SOFTWARE.
- **TERMINATION.** Without prejudice to any other rights, TANDBERG may terminate this license if you fail to comply with the licensing terms. In such event, you must destroy all copies of the SOFTWARE and all of its component parts.
- **LEASED HARDWARE.** In the event that you receive the Server under the terms of a lease from TANDBERG or TANDBERG’S third-party representative, the following

additional terms shall apply: (i) you may not transfer the SOFTWARE to another user as part of the transfer of the Server, whether or not a permanent transfer of the SOFTWARE with the Server is otherwise allowed in this EULA; (ii) your rights with respect to any SOFTWARE upgrades shall be as determined by the lease you signed for the Server; and (iii) you may not use the SOFTWARE after your lease terminates, unless you purchase the Server from TANDBERG.

- **TRADEMARKS.** This EULA does not grant you any rights in connection with any trademarks or service marks of TANDBERG, MS or its suppliers (including Microsoft Corporation).
- **EXPORT RESTRICTIONS.** You acknowledge that SOFTWARE is subject to U.S. and European Union export jurisdiction. You agree to comply with all applicable international and national laws that apply to the SOFTWARE, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information, see <http://www.microsoft.com/exporting/>

NOTICE REGARDING SECURITY. To help protect against breaches of security and malicious software, periodically back up your data and system information, use security features such as firewalls, and install and use security updates.