

SIREN14™ LICENSE AGREEMENT

This Siren14 License Agreement (“Agreement”) is entered into by and among Polycom, Inc., a Delaware corporation, having principal offices at 4750 Willow Rd. Pleasanton California, 94588 (“Polycom”) and _____, a _____ corporation with principal offices at _____ (“Licensee”).

Polycom is in the business of designing, manufacturing, branding, marketing and licensing hardware and software related to the visual and audio communications industry.

Polycom is in the business of licensing to third parties certain software and technology which it owns or has the right to license.

Polycom owns technology and intellectual property related to certain audio codecs (“Siren14 Technology”). Polycom’s technology and intellectual property may include, without limitation, patents and patent applications, trademarks, trade secrets, copyrights, software, hardware and know-how.

Polycom desires to license this technology for reasons including, without limitation, the following: to encourage its widespread use; to encourage interoperability of all the components that comprise a communications infrastructure to encourage interoperability between equipment made by different vendors; to seek return on its investment in this technology; and to encourage sales of its own products.

Licensee desires to obtain licenses as defined herein for Polycom’s Siren14 Technology (as described in the Siren14 Technology Specification of Exhibit A) for use with audio and video products. Polycom is willing to grant to Licensee such a license upon the terms and conditions hereinafter set forth.

In consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. Definitions.

- 1.1 “Licensee” means the corporation (other than Polycom) indicated in the first paragraph of this Agreement. Licensee also includes subsidiaries of such corporation but only during a time that such subsidiary meets all of the following conditions: such corporation owns more than 50% of the ordinary outstanding voting shares of such subsidiary; such corporation controls such subsidiary; and such subsidiary agrees and is bound to all obligations of Licensee hereunder, including without limitation to license the subsidiaries intellectual property applying the terms of this agreement as if the subsidiary were Licensee.
- 1.2 “Licensed Patents” means any claims of patents or patent applications owned now or in the future by Polycom or its subsidiaries that are necessary to infringe in order to comply with the Siren14 Technology Specification (Exhibit A). Notwithstanding the foregoing, Licensed Patents do not include patent claims that

are necessary to infringe for in order to make, use or sell a commercially viable audio or video product, but do not relate to incorporation of Siren14 Technology within such audio or video product. As an example of this limitation, the sale of a certain product is NOT licensed under a certain patent claim if such claim would be infringed by the selling that certain product without incorporation of Siren14 Technology.

- 1.3 “Licensed Technology” means software, Software, know-how and trade secret information provided in explicit writing, to Licensee, by Polycom, under this Agreement and specifically identified in Exhibit A.
- 1.4 “Licensed Copyrights” means all copyrights in and to materials, including software, provided to Licensee by Polycom, under this Agreement and appended as Exhibit A.
- 1.5 “Licensed Trademark” means the mark “Polycom® Siren14™”.
- 1.6 “Licensed Product” means an audio or video product that: conforms with the Siren14 Technology Specification; and, is compatible (for communication purposes) with substantially all audio or video products so conformant; and, that displays the Licensed Trademark as required in this Agreement.
- 1.7 “Derivative Work” shall mean a work which is based upon one or more preexisting works, such as a revision, enhancement, modification, translation, abridgment, condensation, expansion, or any other form in which such a preexisting work may be recast, transformed, or adapted, and which, if prepared without authorization of the owner of the copyright in such preexisting work, would constitute copyright infringement under United States law.
- 1.8 “Software” means the code as described in Exhibit A as delivered by Polycom to Licensee, and any revisions, modifications, or derivations constituting a Derivative Work.

2. Licenses.

- 2.1 Subject to the terms and conditions of this Agreement (including, without limitation, the provisions for license termination), Polycom hereby grants to Licensee a royalty-free, personal, non-exclusive, nontransferable worldwide license under the Licensed Patents, to make, use, import, offer for sale, sell or otherwise transfer Licensed Products.
- 2.2 Subject to the terms and conditions of this Agreement (including, without limitation, the provisions for license termination), Polycom hereby grants to Licensee a royalty-free, personal, non-exclusive, nontransferable worldwide license under the Licensed Technology, to make, use, import, sell or otherwise transfer Licensed Products.
- 2.3 Subject to the terms and conditions of this Agreement (including, without limitation, the provisions for license termination), Polycom hereby grants to Licensee a royalty-free, non-exclusive, worldwide, non-transferable license under Licensed Copyrights to reproduce, execute, perform, display and distribute internally and/or externally copies of non-confidential materials, to prepare or have prepared Derivative Works based upon such Licensed Copyrights, and to reproduce, execute, perform, display and distribute internally and/or externally

copies of such Derivative Works, all such rights exclusively for the purpose of making, using, selling or otherwise distributing Licensed Products. Licensee may authorize third parties to make copies on Licensees' behalf provided that Licensee wholly indemnifies and holds harmless Polycom for any damages and attorney fees caused by any actions of the third party that are inconsistent with Licensee's rights under this agreement.

- 2.4 Subject to the terms and conditions of this Agreement (including, without limitation, the provisions for license termination), Polycom hereby grants to Licensee, a royalty-free, world wide, non-exclusive, non-transferable license to use the Licensed Trademark exclusively for the marketing of Licensed Products.
- 2.5 Notwithstanding any contradictory language in this Agreement, all of the foregoing license grants are strictly limited to the minimum extent that is necessary for Licensee to make, use and sell Licensed Product.
- 2.6 Licensee may not sub-license under any of the license grants herein.
- 2.7 Licensee shall mark every Licensed Product with a proper statutory patent notice as required by the patent laws of the licensed country, and as reasonably requested by Polycom. Such patent notice shall be placed on the Licensed Product itself, or on the Licensed Product's packaging, if from the character of the Licensed Product a patent notice cannot be placed on the Licensed Product.
- 2.8 Licensee shall mark every Licensed Product with a proper copyright notice in like manner as used in materials provided by Polycom (including source code). Licensee shall not remove or delete copyright notices from the provided material. Licensee shall further provide copyright notice as reasonably requested by Polycom.
- 2.9 **Special Termination:** In the event that Licensee makes a Qualifying Patent Assertion against Polycom or any of its subsidiaries, Polycom may immediately terminate all patent rights conveyed herein. Such termination shall occur immediately upon receipt of notice (as evidenced by signature to mail or package carrier) of such termination by Polycom. A Qualifying Patent Assertion is an accusation of patent infringement qualifying under 35 U.S.C. §287 as notice in the event of a failure to mark and wherein the accusation regards making, using, selling or importing a Polycom product or service, or a component thereof. The parties acknowledge that the intent of this section is to give Polycom the right to assert Licensed Patents against Licensee in the event that Licensee Makes a Qualifying Patent Assertion. Polycom agrees that in the event that it asserts Licensed Patents against Licensee, Polycom will not request or demand an injunction with respect to Licensed Patents unless Licensee has requested or demanded an injunction as part of its Qualifying Patent Assertion (or in subsequent related assertions). Polycom further agrees that in the event that it asserts Licensed Patents against Licensee, that any license terms for the Licensed Patents will not exceed reasonable terms and conditions that are demonstrably free of any unfair discrimination, provided that Licensee agrees to the same for any of the patents in the Qualifying Patent Assertion.

3. Title.

Title to, ownership of, and all applicable rights in and to Licensed Patents, Licensed Technology, Licensed Copyrights and Licensed Trademarks, including Polycom's updates, revisions and enhancements, whether or not such revisions, updates or enhancements are provided to Licensee, shall not transfer to Licensee or any end user, and shall remain in Polycom or its licensors. All use of Polycom's trademarks or brand names shall inure to the benefit of Polycom. The use by Licensee of any of these property rights is authorized only for the purposes set forth herein, and upon termination of this Agreement for any reason, such authorization shall cease.

4. Licensee Obligations.

As consideration in part for Polycom's license grants, Licensee agrees to meet the following performance requirements:

- 4.1 Licensee will give credit to Polycom by displaying the Licensed Trademark in all products, product marketing, documentation, advertising or labeling for Licensed Products in conformance with the trademark credit guidelines in Exhibit B. In the event that Licensee's customer is a conference service provider, Licensee will require such customers to give credit to Polycom by displaying the Licensed Trademarks in all their products, product marketing, documentation, advertising or labeling in conformance with the trademark credit guidelines in Exhibit B.
- 4.2 Licensee further agrees to be publicly listed as a licensee of Siren14 by Polycom.

5. No Warranties, No Liability.

- 5.1 **DISCLAIMER OF WARRANTY: THE SIREN 14 TECHNOLOGY AND MATERIAL PROVIDED PURSUANT TO THIS AGREEMENT ARE PROVIDED "AS IS." POLYCOM DOES NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SIREN 14 TECHNOLOGY, SOFTWARE OR ANY INFORMATION PROVIDED HEREUNDER. POLYCOM MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO TITLE OR INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**
- 5.2 Licensee assumes the entire risk of using the Siren14 Technology and related materials.
- 5.3 Nothing contained in this Agreement shall be construed as a warranty or representation that the manufacture, sale, lease, use or other disposition of Licensed Products will be free from infringement of patents, trademarks, copyrights or other rights of third parties or that the Licensee will be able to manufacture Licensed Products based upon the materials transferred hereunder from Polycom. Licensee assumes the risk of defects or inaccuracies in the Siren14 Technology or other materials licensed hereunder.
- 5.4 **IN NO EVENT SHALL POLYCOM BE LIABLE TO LICENSEE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUES AND LOSS OF**

PROFITS, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE ARISING IN ANY WAY OUT OF THIS AGREEMENT, EVEN IF POLYCOM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN PARTICULAR, AND WITHOUT LIMITATION. POLYCOM SHALL HAVE NO LIABILITY, CONSEQUENTIAL, SPECIAL, PUNITIVE OR OTHERWISE, WHICH MIGHT ARISE OUT OF THE LICENSEE'S USE OF THE LICENSED PATENTS, LICENSED COPYRIGHTS OR LICENSED TECHNOLOGY.

5.5 EXCEPT AS EXPRESSLY STATED IN THIS SECTION 5, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE UNDER THIS AGREEMENT.

6. Maintenance and Support.

POLYCOM HAS ABSOLUTELY NO OBLIGATION TO PROVIDE SUPPORT UNDER THIS AGREEMENT OR IN CONNECTION WITH THE SIREN 14 TECHNOLOGY. LICENSEE OR ITS AGENTS SHALL PROVIDE ALL SUPPORT FOR LICENSEE'S USE OF THE MATERIALS LICENSED HEREUNDER AND LICENSEE'S LICENSED PRODUCTS.

7. Limitation of Liability.

IN NO EVENT SHALL POLYCOM BE LIABLE TO LICENSEE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUES AND LOSS OF PROFITS, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE ARISING IN ANY WAY OUT OF THIS AGREEMENT, EVEN IF POLYCOM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Export and Compliance With Laws.

Licensee understands and acknowledges that Polycom is subject to regulation by agencies of the U.S. Government which prohibit export or diversion of certain products and software to certain countries and certain organizations and individuals. Licensee warrants that it will comply with the Export Administration and other United States laws and regulations in effect from time to time with respect, but without limitation, to Licensed Patents, Software and Licensed Products.

9. Force Majeure.

In no event shall either party be deemed in default of any of its obligations hereunder nor liable for any delay or failure in its performance which results from contingencies beyond its

reasonable control including, without limitation, fire, explosion, flood, strike, war, civil disturbances, acts of God or acts in compliance with any law or government regulation.

10. Relationship of the Parties and Indemnification.

- 10.1 The parties agree that each is an independent contractor with respect to this Agreement and each other. Licensee shall in no way represent itself nor permit any party acting on its behalf to represent itself as a partner, franchisee, joint venture, agent, employee or representative of Polycom. Licensee further acknowledges that neither Licensee nor any party acting on its behalf shall have any right, power or authority, express or implied, to obligate Polycom in any way.
- 10.2 Licensee shall indemnify and hold Polycom harmless from any claim, damage, expense or loss to persons or property, including reasonable attorney's fees, arising out of this Agreement (other than from Polycom's breach or negligence) or any acts of commission or omission by Licensee or any party acting on its behalf in relation to Licensed Patents, Licensed Technology or Licensed Copyrights licensed by Polycom hereunder, or the use or distribution of Licensed Products or any other product or service not provided by Polycom, including, but not limited to Licensee's failure to comply with its obligations under this Agreement.

11. Trademark Goodwill and Quality Control.

- 11.1 Licensee acknowledges that all rights to the Licensed Trademark and the goodwill associated with it are the exclusive property of Polycom.
- 11.2 Licensee agrees that it shall not, during the term of this Agreement or thereafter, attack the title or any rights of Polycom in and to the Licensed Trademark, apply to register or maintain any application or registration of the Licensed Trademark, or any other mark confusingly similar thereto, in any jurisdiction, except as requested or permitted by Polycom and with the obligation to assign any rights resulting from such use to Polycom upon request, and that it will not take any action that would tend to destroy or diminish the goodwill in the Licensed Trademark.
- 11.3 Licensee agrees to cooperate fully with Polycom in securing and maintaining the goodwill of the Licensed Trademark. Licensee agrees to fully cooperate with any registration efforts of Polycom upon the request of Polycom, including such efforts to maintain existing applications or registrations and efforts to file and secure additional registration of the Licensed Trademark and marks related thereto.
- 11.4 All past, present and future use of the Licensed Trademark by Licensee shall inure to the benefit of Polycom.
- 11.5 Licensee agrees that it shall not expand its use of the Licensed Trademark except as provided in this Agreement or as approved in writing from Polycom.
- 11.6 Polycom shall have the right to ascertain whether the Licensed Products offered by Licensee under this Agreement are of an acceptable level of quality, and Licensee shall cooperate in Polycom's exercise of this right.
- 11.7 If Polycom finds that the quality of the Licensed Products being offered under this Agreement is unacceptable to Polycom, it shall specifically notify Licensee in

writing of the reasonable changes which Polycom deems necessary to attain an acceptable level of quality. Licensee agrees that upon such notice, it shall make such reasonable changes within a reasonable period of time and shall thereafter maintain an acceptable level of quality. If Licensee is unable to address Polycom's objections to Polycom's satisfaction, Polycom may terminate this Agreement with 30 days written notice to Licensee.

- 11.8 Licensee agrees to make proper use of the Licensed Trademark in accordance with accepted trademark practice and as directed by Polycom and will abide by the trademark credit guidelines set forth in Exhibit B.
- 11.9 Licensee agrees that it will not use the Licensed Trademark in any design form other than those specifically approved in writing by Polycom prior to such use.
- 11.10 Licensee shall submit to Polycom for inspection one copy of each example of its uses of the Licensed Trademark, including print materials and advertisements in any form for the purpose of assuring proper use of the Licensed Trademark and compliance with the terms of this Agreement. Polycom shall have two weeks after an inspection in which to render its objections, if any, in writing. In the absence of objection, or upon earlier written acceptance, the uses will be deemed in compliance.
- 11.11 Polycom's ownership shall be indicated whenever the Licensed Trademark is used by Licensee, whether use is on a product or on a descriptive, instructional, advertising, or promotional material as defined in the trademark credit guidelines in Exhibit B.
- 11.12 Upon expiration or termination of this Agreement, Licensee will immediately discontinue use of the Licensed Trademarks authorized herein except as set forth in Section 12.3.e.

12. Term, Termination and Default.

- 12.1 Unless earlier terminated under Section 12.2, this Agreement is effective upon Polycom's signature and shall remain in effect for one year. This agreement will be renewed annually unless terminated otherwise under this section.
- 12.2 This Agreement may be terminated by Licensee at any time without cause on 30 days written notice.
- 12.3 This Agreement may be terminated immediately for cause by Polycom in the event Licensee:
 - 12.3.a Becomes insolvent or if a judgment or decree is entered against Licensee approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency, and such judgment or decree remains unvacated for thirty (30) days; or immediately if: (a) Licensee files a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution related to bankruptcy, insolvency or other relief of debtors; or (b) Licensee seeks or consents to or acquiesces in the appointment of any trustee or receiver, or the liquidation of Licensee's property;
 - 12.3.b Subsequently ceases to function; or

- 12.3.c Fails to perform any of its obligations hereunder so as to be in default and fails to cure such default within thirty (30) days after written notification thereof, as set forth below.
- 12.3.d In the event of termination by either party in accordance with any of the provisions of this Agreement, neither party shall be liable to the other because of such termination for compensation, reimbursement, or damages on account of the loss of prospective profits or anticipated sales or on account of expenditures, inventory, investments, leases or commitments in connection with the business or goodwill of Polycom or Licensee. No termination of this Agreement shall affect any obligations incurred prior to the effective date of termination.
- 12.3.e In the event of termination of this Agreement for any reason except for Licensee's breach, subject to all the terms of this Agreement, Licensee shall have the right to continue to sell its then-current inventory of Licensed Products but in no event longer than six (6) months. Following such six month period, Licensee's rights hereunder shall cease in their entirety. If termination is for Licensee's breach, Licensee shall have no right to continue to sell Licensed Products.
- 12.3.f In the event that more than 50% of the voting stock of Licensee is transferred to any third party, or Licensee otherwise comes under the majority beneficial ownership of a third party, the rights and obligations of this Agreement may be assigned to the acquiring party, subject to Polycom's written agreement, which is not to unreasonably be withheld.
- 12.3.g The provisions of Sections 4, 5, 7, 8, 10.2, 11 and 13 shall survive the termination or expiration of this Agreement.

13. General.

- 13.1 In addition to the requirements of Section 12.3.f above, Licensee shall not assign or transfer, or attempt to assign or transfer, any part or all of this Agreement or any of Licensee's rights or obligations hereunder, without the prior written consent of Polycom.
- 13.2 Either party may elect to continue performance hereunder notwithstanding any breach of this Agreement and such performance shall not constitute a waiver of any of such party's rights hereunder.
- 13.3 Any notice required or permitted to be given under this Agreement shall be effective when received by a party at the address set forth above or at such other address as such party may request by notice.
- 13.4 This Agreement is made in Pleasanton, California, and shall be governed by the laws of California, except that the United Nations Convention of Contracts for International Sale of Goods, 1980, shall not apply to the interpretation of this Agreement with respect to international sales.
- 13.5 If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

13.6 THIS AGREEMENT, TOGETHER WITH ANY EXHIBITS EXPRESSLY MADE A PART HEREOF, EMBODIES THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN THE PARTIES HERETO AND SUPERSEDES ALL PRIOR AGREEMENTS AND UNDERSTANDINGS, WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF.

POLYCOM, INC.

LICENSEE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Effective Date: _____

Date: _____

Exhibit A

Siren14™ Technology Specification

The Siren14™ technology is defined as:

1. ITU-T Recommendation G.722.1, Annex C, including both the text of the standard and the associated fixed-point C source code software.
2. The 16/32-bit fixed-point C source code implementing Siren14 as supplied by Polycom.
3. The floating-point C source code implementing Siren14 as supplied by Polycom.

Although both versions of the source code software implement both Siren14 (ITU-T Recommendation G.722.1 Annex C) and Siren7 (ITU-T Recommendation G.722.1), the Siren7 mode is NOT included.

Siren14 licensees may not enable the Siren7 mode in their products without a separate Siren7 license from Polycom.

Exhibit B

Trademark Credit Guidelines

Licensees shall give credit to Polycom for the Siren14™ technology as follows:

1. In all products, services, marketing material, advertising, and documentation, whenever the specific audio coding mode is mentioned, credit must be given by describing the Siren14 mode as “Polycom® Siren14™”. The audio coding may also, in addition, be described in other truthful ways, for example by the name of the standard (ITU-T Rec. G.722.1 Annex C).

The credit must be at least as prominent, in terms of size, color, font, placement, etc., as any mention or description of other audio coding modes.

Except for the cases specifically mentioned below, credit is not necessary unless specific audio coding modes are being described.

2. In product or service documentation, including specifications: Product or service documentation must indicate that the product or service uses “Polycom® Siren14™” audio coding technology. The audio coding may also, in addition, be described in other truthful ways, for example by the name of the standard (ITU-T Rec. G.722.1 Annex C).

The following are examples of acceptable credit statements:

Audio coding: Polycom® Siren14™ (ITU-T Rec. G.722.1 Annex C)

Audio coding: ITU-T Rec. G.722.1 Annex C (Polycom® Siren14™)

Audio codec: G.722.1 Annex C / Polycom® Siren14™

Audio: G.722.1C / Polycom® Siren14™

Audio modes supported: G.711, G.728, G.722.1 Annex C (Polycom® Siren14™), G.729.

The credit must be at least as prominent, in terms of size, color, font, placement, etc., as any mention or description of other audio coding modes, and shall not be less prominent than other specification details of similar importance to product function.

3. In marketing materials and advertising: Marketing materials and advertising that specifically mentions details of audio technology used in the product or service must give credit to Polycom for Siren14.

The credit must be at least as prominent, in terms of size, color, font, placement, etc., as any mention or description of other audio coding modes.

For example, if you say that "our product has great audio quality", credit is not necessary as the statement does not mention technology details. But the statement “Product X supports G.711

and G.729, as well as other codecs" is not acceptable, as details are provided but credit is missing.

Examples of acceptable credit in marketing and advertising materials:

“Product X supports G.711, G.729, and Polycom® Siren14™ audio coding technology among other codecs.”

“Product X offers VibrantSound™, using Polycom® Siren14™ technology, for the ultimate listening experience.”

4. In products or services: Products and services that display or allow a user to choose or observe an audio mode in use must give credit to Polycom for Siren14 by displaying the trademark in cases where this is practical considering the user interface and space available.

The credit must be at least as prominent, in terms of size, color, font, placement, etc., as any mention or description of other audio coding modes.

The following are examples of cases where credit is and is not required:

A PC-based telephony application under Windows. Credit is required – one possible location is under Help>About. Additionally,

1. If the application has a pull-down menu to choose a audio mode, the Siren14 choice must be described as Polycom® Siren14™ in the menu (possibly in addition to other descriptions).
2. If the application has a status screen where the audio mode in use or chosen is displayed, the status screen must describe the Siren14 mode as Polycom® Siren14™ (possibly in addition to other descriptions).

An iPod-like music player that only uses Siren14 audio – no credit is required, as the user cannot choose or monitor the audio mode.

An iPod-like music player that supports several audio modes which are automatically chosen without user intervention in which the audio mode in use is not visible to the user – no credit is required, as the user cannot choose or monitor the audio mode.

An iPod-like music player that supports several audio modes which are automatically chosen without user intervention which displays the audio mode in use – credit is required if and only if the display is practically capable of showing the Polycom® Siren14™ credit. For example, a 160x160 bitmap display that can show general alphanumeric information must show the credit. A 7-segment single character display that shows the mode in use as “1”, “2”, or “3” does not have to show the credit, as this is not practical.

A plain black telephone with a rotary dial – no credit is needed.

A mobile phone with an alphanumeric display that does not show or allow the user to choose the audio mode in use – no credit is needed.

A mobile phone with a alphanumeric display that shows what audio mode is in use in a 40-character text field – credit is required.

An audio recorder that selects the recording audio mode with a slide switch with three positions – credit is required only if the positions are marked with a description of the mode, and there is practically room for the credit in the marking location.