

# Polycom CMA System Release Notes

Polycom is pleased to announce this 5.2.0J release of the Polycom® Converged Management Application™ (CMA™) system.

This version of the CMA system supports a different set of features than the more commercial CMA system releases. This version of the CMA system provides the special features and functionality required to deploy the system into a maximum security environment.

Because of its feature set, this version of the CMA system has many operational differences. This document includes a brief description of the new security features. It also has a list of those features that are not supported in a Maximum Security environment.

For more information, see the CMA System product documentation. To securely deploy the system, see the *Polycom CMA System Deployment Guide for Maximum Security Environments* and the *Polycom Visual Communications Deployment Guide for Maximum Security Environments*.



This software meets the latest U.S. Department of Defense network requirements for listing on the Defense Switched Network (DSN) Approved Products List (APL), as maintained by the Joint Interoperability Test Command (JITC).

## Contents

- [What's New in This Release](#)
- [Feature Restrictions in Maximum Security](#)
- [System Parameters](#)
- [Localization Information](#)
- [Installation Notes](#)
- [System Requirements](#)
- [Interoperability](#)
- [Known Issues](#)
- [Known Issues](#)
- [Where to Get the Latest Product Information](#)
- [Copyright Information](#)

## What's New in This Release

This release includes support for the following new features:

- Software updates in a maintenance window
- Monitoring HDX systems through an XML API
- Secure https
- Encrypted passwords
- IPv6
- User account management
- Session management
- Certificate management
- Multiple time and DNS servers
- Standard and customized login banner
- Backup and restore of system settings

## Maximum Security

This release provides a maximum security environment for those businesses that must adhere to the most stringent security protocols. A CMA system running v5.2.0J operates at Maximum Security level only – the level required in a strict security networks – and this security level cannot be changed.

## Feature Restrictions in Maximum Security

This release does not include support for the following features:

- Operation on CMA 4000 platform
- CMA system gatekeeper functionality
- Redundant configurations
- External databases
- ISDN scheduling
- Global Address Book
- Standard (scheduled) management and monitoring of endpoints
- Presence
- SNMP
- Remote desktop

- Integration with Microsoft Exchange for calendaring
- Integration with Microsoft Office Communications Server
- Polycom CMA Desktop clients
- Polycom Scheduling Plug-ins for Microsoft Outlook and IBM Lotus Notes
- Least Cost Routing
- Audio only conferences
- Online help

For more information on these features, see the CMA System product documentation.

## System Parameters

The CMA system operates within the following system parameters:

- Users – no limit
- Groups – no limit
- Areas – no limit
- Devices – limited to maximum number of device licenses
- Global Address Book entries – limited to maximum number of device licenses
- Room entries – no limit, but if the system has more than 500 room entries, it could experience user interface performance issues.
- Site entries – supports up to 500 total sites
- Subnets – supports up to 5000 total subnets
- Site links – no limit

## Localization Information

The user interface (UI) of the CMA system is available in English only.

## Installation Notes

Installation of new CMA systems is managed through Polycom Global Services. For more information, please contact your Polycom representative.

Before installing this release, carefully review the following notes:

- There are no upgrade paths to this version of CMA systems
- This version of the CMA system operates in Maximum Security mode environments only.
- When installing a CMA system, secure the CMA system server before entering the First Time Setup wizard. To do this, interrupt the CMA system server boot process and secure the system by changing the system server Bios as described in the *Polycom CMA System Deployment Guide for Maximum Security Environments*.

## System Requirements

The following table describes the requirements for the CMA system web scheduling and system operations web interface.

Product	Supported Versions
Microsoft Windows Operating System	2003 SP2, XP SP3, or Vista SP2
Internet Browser <ul style="list-style-type: none"> <li>• Microsoft Internet Explorer OR</li> <li>• Mozilla Firefox OR</li> <li>• Apple Safari</li> </ul>	v6.0, 7.0, or 8.0 v3.5 or 3.6 v3.2 or 4.0
Adobe Flash Player	v9.x or 10.0.x

## Interoperability

The CMA system is a Microsoft Windows 2003 Server x64 R2 with SP2 and KB updates.

Product	Supported Versions
<b>Video Endpoints</b>	
Polycom HDX systems	2.7.0J
<b>Network Devices</b>	
Polycom RMX 1500/2000/4000	7.5.0J

Product	Supported Versions
Polycom DMA 7000	2.1.0J
<b>Third Party Products</b>	
Microsoft Windows 2003 Server	x64 R2 with SP2 and KB updates.
Microsoft Active Directory <sup>a</sup>	2003 Domain Functional Level w/ Domain Controller Windows Server 2003 SP2; multiple domain controllers  2008 Domain Functional Level w/ Domain Controller Windows Server 2008; single domain controller only

- a. Microsoft Active Directory must have Global Catalogs enabled, universal groups defined, and Digitally sign communications enabled.

## Polycom HDX System Integration

A system administrator must consider the following when integrating a Polycom HDX system with a CMA system in a maximum security environment.

### Enable Enterprise Directory Through Provisioning

Ensure that sites are provisioned with the **Enable Enterprise Directory Global Directory** field enabled. This enables Active Directory, as required, on Polycom HDX endpoints.

### Machine Accounts

For secure communications, an administrator must set up on the CMA system a machine account for the HDX system with which it interacts.

For more information on machine accounts, see the *Polycom CMA System Deployment Guide in Maximum Security Environments*.

## Polycom RMX Platform Integration

A system administrator must plan carefully when integrating a Polycom RMX conferencing platform with a CMA system as both systems manage conference settings and templates.

### Machine Accounts

For secure communications, an administrator must set up on the RMX system a machine account for the CMA system with which it interacts.

This machine account must include a fully-qualified domain name (FQDN) for the CMA system. This FQDN field on the RMX system is case-sensitive, so it must match the name in the CMA certificate (including case) exactly.

For more information on machine accounts, see the *Polycom CMA System Deployment Guide in Maximum Security Environments*.

## Synchronization of Templates and Profiles

The CMA system administrator must manually synchronize the settings in the CMA system conference template and its associated RMX profile.

Refer to the *Polycom CMA System Operations Guide* for more information on creating new conference templates. Refer to the *Polycom RMX Administrator's Guide* for more information on creating RMX profiles.

## Management of MCU Ports

If you're using a CMA system, do all scheduling and monitoring through it to avoid resource conflicts. While an MCU may have on-board scheduling capabilities, scheduling conflicts can occur when both the CMA system and MCU are used simultaneously to manage the same MCU ports.

## Feature Integration

### Fixed and Flexible Resource Capacity Modes

The CMA system supports Polycom RMX systems operating in Flexible Resource Capacity mode only. The CMA system does not support RMX systems operating in Fixed Resource Capacity mode. That means that when a RMX system registers with the CMA system for the first time, the CMA system queries the RMX system for its defined number of available ports and saves this port count in CMA system database as the RMX system's maximum capacity. The CMA system schedules, allocates, and reports port usage based on this initial value no matter how the RMX system port usage is defined or redefined.

### Auto-extend Conference

The RMX system has an "ENABLE\_AUTO\_EXTENSION" flag that, when set, allows conferences running on the RMX system to be automatically extended as long as there are participants connected. The CMA system does not recognize this setting, so the CMA system will end a conference scheduled through it regardless of the value of this flag.

## Known Issues

The following table lists the known issues found in this CMA system release that are not yet fixed.

Category	Issue #	Description	Workaround
Site Topology	SSGSE-12058	If a site is created, deleted, and then recreated, provisioning no longer works for devices in that site.	When creating a site, do not use the same name as a previously deleted site.
Site Topology	SSGSE-11955	Using the password rotation functionality may cause the password for the Site Topology Service to be set incorrectly. This will cause the Site Topology Service to become unavailable. Indications that this has happened are:  1) The following error appears in the Jserver.log file:  ERROR main SiteTopologyService (WebApplicationContext_0) Unable to communicate with site topology backend within 120 seconds javax.naming.AuthenticationException: [LDAP: error code 49 - Invalid Credentials]  2) Accessing Sites on the CMA system results in an error message and no sites are defined.	Rotate the passwords a second time.
Active Directory	SSGSE-11934	Enterprise directory searches on Polycom HDX systems do not succeed after initial provisioning until the endpoint is rebooted.	Reboot after initial provisioning.
Reporting	SSGSE-11923	Call Device Record (CDR) times for the start and end of calls are incorrect.	None
Security	SSGSE-11696	As a user I would expect the CMA system to confirm that my password has been changed before I am logged out.	None
Site Topology	SSGSE-11679	Conferences don't show the correct site information.	As a best practice, if you make changes to the CMA system site topology, you should restart the system.

Category	Issue #	Description	Workaround
Security	SSGSE-11664	Session timeout during File Upload.	None
Device Management	SSGSE-11627	The System Name field on the Find Device pane is editable. It should not be editable.	Do not edit the System Name in this manner.
Active Directory	SSGSE-11613	When the CMA system's LDAP integration credentials are invalid, an error message and exception stack trace may appear in the Jserver.log log file when the CMA system tries logging in to Active Directory.	None
System Access	SSGSE-11608	When the CMA system has a session timeout during a file upload or system scan, the browser locks up.	None
Device Management	SSGSE-11409	If, in the CMA system, you have a room in Active Directory that you first associate with an endpoint before you designate it as a room, the room will lose its association with the endpoint.	Do not associate rooms with endpoints until you have designated them as rooms.
Conference Monitoring	SSGSE-11371	When a device is assigned to both a user and a guest, Conference Monitoring will show the guest name as the participant name when the device is connected in a conference.	None
Configuration	SSGSE-11363	The CMA system logs may not display timestamps using the time zone configured for the system, if the system has not been rebooted since the time zone was changed. This is an issue during out-of-box setup because there is no reboot after the time zone is set.	Reboot the CMA system after changing the system's time zone.



Category	Issue #	Description	Workaround
Configuration	SSGSE-11159	When an administrator first enables IPv6, the initial IPv6 address input by the user (in the CMA network setup) becomes the "SLAAC" address. The SLAAC address can't be removed from the system from that point on. If the administrator then changes the IPv6 address (in CMA network setup), the CMA system will then end up listening on two addresses: the SLAAC address and the new address. From then on, any time the administrator changes the address in CMA system, the second address will change, but the SLAAC address will remain. This is a Windows limitation that has no known workaround.	None
Other	SSGSE-11150	The McAfee anti-virus scan engine does not detect the standard anti-virus test file when it is contained in a .zip file and located in some file system locations. The anti-virus test files are detected during upload even when they are in a compressed format (except in .7zip format).	None
Reporting	SSGSE-11032	If a call spans midnight GMT, it will be appear in the Endpoint Usage Report as two conferences.	None
Reporting	SSGSE-11027	If an endpoint loses connection to the network during a call, the Endpoint Usage Report for the endpoint will not accurately reflect the conference end-time.	None
Active Directory	SSGSE-10942	After rooms are imported into the CMA system, changes made in Active Directory to room data (e.g., email address or description) are not updated on the CMA system.	None

Category	Issue #	Description	Workaround
Reporting	SSGSE-10837	The Endpoint Usage Report appears to use the wrong end-date when filtering by date. This happens because the CDRs begin- and end-time are displayed as GMT, and the filter uses the CMA system local time. So if the call end-time for an endpoint is 6 pm local time on the 25th, it will show on the report as 1 am on the 26th (GMT). The filter is using the 6 pm time, so the CDR is displayed.	None
System Access, UI	SSGSE-10487	When using Microsoft Internet Explorer to access a CMA system, entering the system's IPv6 address results in a certificate error.	Specify the CMA's system's DNS name instead of its IPV6 address in the URI.

## Where to Get the Latest Product Information

To view the latest Polycom product documentation, visit the Support section of the Polycom website at <http://support.polycom.com/>.

## Copyright Information

© 2011 Polycom, Inc. All rights reserved.

No part of this document may be reproduced or transmitted in any form or by any means, electronic or mechanical, for any purpose, without the express written permission of Polycom, Inc.

Polycom, Inc. retains title to, and ownership of, all proprietary rights with respect to the software contained within its products. The software is protected by United States copyright laws and international treaty provision.

## Disclaimer

This software is provided 'as is' with no explicit or implied warranties in respect of its properties, including, but not limited to, correctness and fitness for purpose.

## Trademark Information



POLYCOM, the Polycom "Triangles" logo and the names and marks associated with Polycom's products are trademarks and/or service marks of Polycom, Inc. and are registered and/or common law marks in the United States and various other countries. All other trademarks are property of their respective owners. No portion hereof may be reproduced or transmitted in any form or by any means, for any purpose other than the recipient's personal use, without the express written permission of Polycom.

All other trademarks are the property of their respective owners.



Java is a registered trademark of Oracle and/or its affiliates.

## Appendix A: Polycom CMA System End-User License Agreement

### Welcome to Polycom® Converged Management Application™ (CMA™) (Version 5.2.0J)

Please read the Polycom End User License Agreement below and click on the Accept button below to continue.

#### END USER LICENSE AGREEMENT FOR POLYCOM® SOFTWARE

**IMPORTANT-READ CAREFULLY BEFORE USING THE SOFTWARE PRODUCT:** This End-User License Agreement ("Agreement") is a legal agreement between you (and/or any company you represent) and either Polycom (Netherlands) B.V. (in Europe, Middle East, and Africa), Polycom Asia Pacific PTE Ltd. (in Asia Pacific), or Polycom, Inc. (in the rest of the world) (each referred to individually and collectively herein as "POLYCOM"), for the SOFTWARE PRODUCT (including virus or vulnerability updates, and any software updates or upgrades thereto) licensed by POLYCOM or its suppliers. The SOFTWARE PRODUCT includes computer software and may include associated media, printed materials, and "online" or electronic documentation ("SOFTWARE PRODUCT"). By clicking "I AGREE" or by installing, downloading, copying, or otherwise using the SOFTWARE PRODUCT, you agree to be and will be bound by the terms of this Agreement as a condition of your license. If you do not agree to the terms of this Agreement, your use is prohibited and you may not install or use the SOFTWARE PRODUCT.

The SOFTWARE PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE PRODUCT is licensed (not sold) to you, and its use is subject to the terms of this Agreement. This is NOT a sale contract.

1. **GRANT OF LICENSE.** Subject to the terms of this Agreement, POLYCOM grants to you a non-exclusive, non-transferable, revocable license to install and use the SOFTWARE PRODUCT solely on the POLYCOM product with which this SOFTWARE PRODUCT is supplied (the "PRODUCT"). You may use the SOFTWARE PRODUCT only in connection with the use of the PRODUCT subject to the following terms and the proprietary notices, labels or marks on the SOFTWARE PRODUCT or media upon which the SOFTWARE PRODUCT is provided. You are not permitted to lease, rent, distribute or sublicense the SOFTWARE PRODUCT, in whole or in part, or to use the SOFTWARE PRODUCT in a time-sharing, subscription service, hosting or outsourcing arrangement or in any other unauthorized manner. Further, no license is granted to you in the human readable code of the SOFTWARE PRODUCT (source code). Except as expressly provided below, this License Agreement does not grant you any rights to patents, copyrights, trade secrets, trademarks, or any other rights in respect to the SOFTWARE PRODUCT. You are solely responsible for use of the PRODUCT and the SOFTWARE PRODUCT by your agents, contractors, outsourcers, customers and suppliers and their compliance with this Agreement.

## 2. OTHER RIGHTS AND LIMITATIONS.

2.1 Limitations on Reverse Engineering, Decompilation, and Disassembly. You may not reverse engineer, decompile, modify or disassemble the SOFTWARE PRODUCT or otherwise reduce the SOFTWARE PRODUCT to human-perceivable form in whole or in part, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. The foregoing includes but is not limited to review of data structures or similar materials produced by SOFTWARE PRODUCT. The SOFTWARE PRODUCT is licensed as a single product. Its component parts may not be separated for use on more than one PRODUCT. You may not use the SOFTWARE PRODUCT for any illegal purpose or conduct.

2.2 Back-up. Except as expressly provided for under this Agreement you may not copy the SOFTWARE PRODUCT; except, however, you may keep one copy of the SOFTWARE PRODUCT and, if applicable, one copy of any previous version, for back-up purposes, only to be used in the event of failure of the original. All copies of the SOFTWARE PRODUCT must be marked with the proprietary notices provided on the original SOFTWARE PRODUCT. You may not reproduce the supporting documentation accompanying the SOFTWARE PRODUCT.

2.3 No Modifications. You may not modify, translate or create derivative works of the SOFTWARE PRODUCT.

2.4 Proprietary Notices. You may not remove or obscure any proprietary notices, identification, label or trademarks on or in the SOFTWARE PRODUCT or the supporting documentation.

2.5 Software Transfer. You may permanently transfer all of your rights under this Agreement solely in connection with transfer of the PRODUCT, provided you retain no copies, you transfer all of the SOFTWARE PRODUCT (including all component parts, the media and printed materials, any upgrades or updates, this Agreement, and, if applicable, the Certificate of Authenticity), and the recipient agrees to the terms of this Agreement. If the SOFTWARE PRODUCT is an upgrade or update, any transfer must include all prior versions of the SOFTWARE PRODUCT. However, if the SOFTWARE PRODUCT is marked "Not for Resale" or "NFR", you may not resell it or otherwise transfer it for value.

2.6 Copyright. All title and copyrights in and to the SOFTWARE PRODUCT (including but not limited to any images, photographs, animations, video, audio, music, text, programs and "applets" incorporated into the SOFTWARE PRODUCT), the accompanying printed materials, and any copies of the SOFTWARE PRODUCT are owned by POLYCOM or its suppliers. Title, ownership rights, and intellectual property rights in the SOFTWARE PRODUCT shall remain in POLYCOM or its suppliers. Title and related rights in the content accessed through the SOFTWARE PRODUCT is the property of such content owner and may be protected by applicable law. This Agreement gives you no rights in such content.

2.7 Confidentiality. The SOFTWARE PRODUCT contains valuable proprietary information and trade secrets of POLYCOM and its suppliers that remains the property

of POLYCOM. You shall protect the confidentiality of, and avoid disclosure and unauthorized use of, the SOFTWARE PRODUCT.

2.8 Dual-Media Software. You may receive the SOFTWARE PRODUCT in more than one medium. Regardless of the type or size of medium you receive, you may use only one medium that is appropriate for your single PRODUCT. You may not use or install the other medium on another PRODUCT.

2.9 Reservation of Rights. POLYCOM and its suppliers reserve all rights in the SOFTWARE PRODUCT not expressly granted to you in this Agreement.

2.10 Additional Obligations. You are responsible for all equipment and any third party fees (such as carrier charges, internet fees, or provider or airtime charges) necessary to access the SOFTWARE PRODUCT.

2.11 Additional Software. You may not install, access, or use any software on the PRODUCT unless such software was provided by or otherwise authorized by POLYCOM. POLYCOM may, in its sole discretion and in accordance with this Agreement or other applicable licenses, allow you to download and install certain support software on the PRODUCT, such as anti-virus software.

2.12 Benchmark Tests. You may not publish the results of any benchmark tests run on the PRODUCT, SOFTWARE PRODUCT, or any component of the SOFTWARE PRODUCT without written permission from Polycom.

3. SUPPORT SERVICES. POLYCOM may provide you with support services related to the SOFTWARE PRODUCT ("SUPPORT SERVICES "). Use of SUPPORT SERVICES is governed by the POLYCOM policies and programs described in the POLYCOM-provided materials. Any supplemental software code provided to you as part of the SUPPORT SERVICES is considered part of the SOFTWARE PRODUCT and is subject to the terms and conditions of this Agreement. With respect to technical information you provide to POLYCOM as part of the SUPPORT SERVICES, POLYCOM may use such information for its business purposes, including for product support and development. POLYCOM will not utilize such technical information in a form that personally identifies you.

4. TERMINATION. This Agreement will terminate automatically if you fail to comply with any of the terms and conditions of this Agreement. Polycom shall have the right to audit your use of the SOFTWARE PRODUCT in conjunction with this Agreement, and you will provide reasonable assistance for this purpose. In the event of any termination, you must cease use of the SOFTWARE PRODUCT, and destroy all copies of the SOFTWARE PRODUCT and all of its component parts. You may terminate this Agreement at any time by destroying the SOFTWARE PRODUCT and all of its component parts. Termination of this Agreement shall not prevent POLYCOM or its suppliers from claiming any further damages. If you do not comply with any of the above restrictions, this license will terminate and you will be liable to POLYCOM and its suppliers for damages or losses caused by your non-compliance. The waiver by POLYCOM of a specific breach or default shall not constitute the waiver of any subsequent breach or default.

5. UPGRADES. If the SOFTWARE PRODUCT is labeled as an upgrade or update, you must be properly licensed to use the software identified by POLYCOM as being eligible for the upgrade or update in order to use the SOFTWARE PRODUCT. A SOFTWARE PRODUCT labeled as an upgrade or update replaces and/or supplements the software that formed the basis for your eligibility for the upgrade or update. You may use the resulting upgraded/updated SOFTWARE PRODUCT only in accordance with the terms of this Agreement. If the SOFTWARE PRODUCT is an upgrade or update of a component of a package of software programs that you licensed as a single product, the SOFTWARE PRODUCT may be used and transferred only as part of that single SOFTWARE PRODUCT package and may not be separated for use on more than one PRODUCT. You shall maintain the SOFTWARE PRODUCT replaced by the upgrade or update solely for use as an archival copy for recovery purposes for the updated PRODUCT.

6. WARRANTY AND WARRANTY EXCLUSIONS.

6.1 Limited Warranty. Except as otherwise set forth in a Third Party License or in third party license terms set forth below, POLYCOM warrants that (a) the SOFTWARE PRODUCT will perform substantially in accordance with the accompanying documentation for a period of ninety (90) days from the date of shipment by POLYCOM, and (b) any SUPPORT SERVICES provided by POLYCOM shall be substantially as described in applicable written materials provided to you by POLYCOM. POLYCOM DOES NOT WARRANT THAT YOUR USE OF THE SOFTWARE PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL DEFECTS IN THE SOFTWARE PRODUCT WILL BE CORRECTED. YOU ASSUME FULL RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE PRODUCT TO ACHIEVE YOUR INTENDED RESULTS AND FOR THE INSTALLATION, USE AND RESULTS OBTAINED FROM THE SOFTWARE PRODUCT. POLYCOM'S SOLE OBLIGATION UNDER THIS EXPRESS WARRANTY SHALL BE, AT POLYCOM'S OPTION AND EXPENSE, TO REFUND THE PURCHASE PRICE PAID BY YOU FOR ANY DEFECTIVE SOFTWARE PRODUCT WHICH IS RETURNED TO POLYCOM WITH A COPY OF YOUR RECEIPT, OR TO REPLACE ANY DEFECTIVE MEDIA WITH SOFTWARE WHICH SUBSTANTIALLY CONFORMS TO APPLICABLE POLYCOM PUBLISHED SPECIFICATIONS. Any replacement SOFTWARE PRODUCT will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

6.2 Warranties Exclusive. IF THE SOFTWARE PRODUCT DOES NOT OPERATE AS WARRANTED ABOVE, YOUR SOLE REMEDY FOR BREACH OF THAT WARRANTY SHALL BE REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE PAID, AT POLYCOM'S SOLE OPTION. TO THE FULL EXTENT ALLOWED BY LAW, THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, TERMS, OR CONDITIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES, TERMS, OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, CORRESPONDENCE WITH DESCRIPTION, AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. POLYCOM NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE,

INSTALLATION, MAINTENANCE OR USE OF THE SOFTWARE PRODUCT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM POLYCOM OR THROUGH OR FROM THE SOFTWARE PRODUCT SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

NEITHER POLYCOM NOR ITS SUPPLIERS SHALL BE LIABLE UNDER THIS WARRANTY IF ITS TESTING AND EXAMINATION DISCLOSE THAT THE ALLEGED DEFECT OR MALFUNCTION IN THE SOFTWARE PRODUCT DOES NOT EXIST OR WAS CAUSED BY YOUR OR ANY THIRD PARTY'S MISUSE, NEGLIGENCE, IMPROPER INSTALLATION OR TESTING, UNAUTHORIZED ATTEMPTS TO MODIFY THE PRODUCT, OR ANY OTHER CAUSE BEYOND THE RANGE OF THE INTENDED USE, OR BY ACCIDENT, FIRE, LIGHTNING, POWER CUTS OR OUTAGES, OTHER HAZARDS, OR ACTS OF GOD.

7. LIMITATION OF LIABILITY. YOUR USE OF THE SOFTWARE PRODUCT IS AT YOUR SOLE RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF THE SOFTWARE PRODUCT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL POLYCOM OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS PROFITS OR REVENUE; BUSINESS INTERRUPTION OR WORK STOPPAGE; COMPUTER FAILURE OR MALFUNCTION; LOSS OF BUSINESS INFORMATION, DATA OR DATA USE; LOSS OF GOODWILL; OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF POLYCOM OR ITS SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL POLYCOM'S SUPPLIERS BE LIABLE FOR ANY DIRECT DAMAGES WHATSOEVER ARISING OUT OF THE USE OR THE INABILITY TO USE THE SOFTWARE PRODUCT. IN ANY CASE, POLYCOM'S ENTIRE LIABILITY SHALL BE LIMITED TO THE GREATER OF THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE PRODUCT OR U.S. \$5.00. PROVIDED, HOWEVER, IF YOU HAVE ENTERED INTO A POLYCOM SUPPORT SERVICES AGREEMENT, POLYCOM'S ENTIRE LIABILITY REGARDING SUPPORT SERVICES SHALL BE GOVERNED BY THE TERMS OF THAT AGREEMENT.

8. INDEMNITY. You agree to indemnify and hold harmless POLYCOM and its subsidiaries, affiliates, officers, agents, co-branders, customers, suppliers or other partners, and employees, from any loss, claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the SOFTWARE PRODUCT, your connection to the SOFTWARE PRODUCT, or your violation of the Terms.

9. DISCLAIMER. Some countries, states, or provinces do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages for certain products supplied to consumers, or the limitation of liability for death or personal injury, so the above limitations and exclusions may be limited in their application to you. When the implied warranties are not allowed to be



excluded in their entirety due to local law, they will be limited to the duration of the applicable warranty.

10. EXPORT CONTROLS. You acknowledge that the SOFTWARE PRODUCT may be subject to export restrictions of various countries. You shall fully comply with all applicable export license restrictions and requirements as well as with all laws and regulations relating to the importation of the SOFTWARE PRODUCT, in the United States and in any foreign jurisdiction in which the SOFTWARE PRODUCT is used. Without limiting the foregoing, the SOFTWARE PRODUCT may not be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) any country to which the U.S. has embargoed goods; (ii) any end user known, or having reason to be known, will utilize them in the design, development or production of nuclear, chemical or biological weapons; or (iii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. By downloading or using the SOFTWARE PRODUCT, you are agreeing to the foregoing and you are representing and warranting that you are not located in, under the control of, or a national or resident of any such country or on any such list. If you obtained this SOFTWARE PRODUCT outside of the United States, you are also agreeing that you will not export or re-export it in violation of the laws of the country in which it was obtained. You further acknowledge that the SOFTWARE PRODUCT may include technical data subject to export and re-export restrictions imposed by US law.

11. MISCELLANEOUS.

11.1 Governing Law. This Agreement shall be governed by the laws of the state of California as such laws are applied to agreements entered into and to be performed entirely within California between California residents, and by the laws of the United States, without reference to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods (1980) and the Uniform Computer Information Transactions Act (UCITA) are hereby excluded in their entirety from application to this Agreement.

11.2 Entire Agreement. This Agreement represents the complete agreement concerning the SOFTWARE PRODUCT and may be amended only by a writing executed by both parties. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable.

11.3 Contact. If you have any questions concerning this Agreement, or if you desire to contact POLYCOM for any reason, please contact the POLYCOM office serving your country.

11.4 U.S. Government Restricted Rights. The software and documentation provided by Polycom pursuant to this Agreement are "Commercial Items," as the 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 licensed to United States Government end users (1) only as Commercial Items and (2) with only those rights as are granted to all other users pursuant to the terms of this Agreement.

11.5 High Risk Activities. The SOFTWARE PRODUCT is not fault-tolerant and is not designed or Intended for use in hazardous environments requiring fail-safe performance, including without limitation, in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, direct life-support machines, or any other application in which the failure of the SOFTWARE PRODUCT could lead directly to death, personal injury, or severe physical or property damage (collectively, "High Risk Activities"). POLYCOM AND ITS SUPPLIERS EXPRESSLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES.

12. THIRD PARTY SOFTWARE. The SOFTWARE PRODUCT may be distributed with software governed by licenses from third parties ("Third Party Software" and "Third Party License"). Any Third Party Software is licensed to you subject to the terms and conditions of the corresponding Third Party License, notwithstanding anything to the contrary in this Agreement. More information on Third Party Licenses included in the SOFTWARE PRODUCT can be found in the documentation for each PRODUCT. Polycom makes no representation or warranty concerning Third Party Software and shall have no obligation or liability with respect to Third Party Software. If the Third Party Licenses include licenses that provide for the availability of source code and the corresponding source code is not included with the Software, then check the documentation supplied with each PRODUCT to learn how to obtain such source code.

BY INSTALLING, COPYING, OR OTHERWISE USING THIS SOFTWARE PRODUCT YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS INDICATED ABOVE.

Polycom, Inc. © 2010. ALL RIGHTS RESERVED.  
4750 Willow Road  
Pleasanton, CA 94588  
U.S.A.

\* \* \*

The SOFTWARE PRODUCT is distributed with Adobe® Flash® Player. Copyright © 1996 – 2008. Adobe Systems Incorporated. All rights reserved. Patents pending in the United States and other countries. Adobe and Flash are either trademarks or registered trademarks in the United States and/or other countries.

This SOFTWARE PRODUCT is distributed with GeoDataSource™ data. Copyright © 2001-2010. [GeoDataSource.com](http://GeoDataSource.com). All rights reserved. The data are provided on an "AS IS" basis, with no warranty of any kind. HEXASOFT DEVELOPMENT SDN. BHD. SHALL NOT BE LIABLE FOR ANY DAMAGES SUFFERED AS A RESULT OF THE USE OF THE DATA.

Portions of this SOFTWARE PRODUCT are © 2010 RADVISION Ltd. All rights reserved.

This SOFTWARE PRODUCT includes Berkeley DB Java Edition software. Copyright (c) 2002, 2008 Oracle. All rights reserved. Oracle is a third party beneficiary of this Agreement.

\* \* \*

#### **ORACLE AMERICA, INC. LICENSE TERMS**

##### **Java Platform, Standard Edition Embedded, version 6.0**

1. Java Technology Restrictions. The end user licensee shall not create, modify, change the behavior of classes, interfaces, or subpackages that are in any way identified as "java", "javax", "sun" or similar convention as specified by Oracle in any naming convention designation. In the event that the end user licensee creates an additional API(s) which: (a) extends the functionality of a Java Environment; and (b) is exposed to third party software developers for the purpose of developing additional software which invokes such additional API, the end user licensee must promptly publish broadly an accurate specification for such API for free use by all developers.
2. Trademarks and Logos. This License does not authorize an end user licensee to use any Oracle America, Inc. name, trademark, service mark, logo or icon. The end user licensee acknowledges that Oracle owns the Java trademark and all Java-related trademarks, logos and icons including the Coffee Cup and Duke ("Java Marks") and agrees to: (a) comply with the Java Trademark Guidelines at <http://www.oracle.com/html/3party.html>; (b) not do anything harmful to or inconsistent with Oracle's rights in the Java Marks; and (c) assist Oracle in protecting those rights, including assigning to Oracle any rights acquired by Licensee in any Java Mark.
3. Source Code. Software may contain source code that, unless expressly licensed for other purposes, is provided solely for reference purposes pursuant to the terms of your license. Source code may not be redistributed unless expressly provided for in the terms of your license.
4. Third Party Code. Additional copyright notices and license terms applicable to portions of the Software are set forth in the THIRDPARTYLICENSEREADME.txt file, located at:  
<http://downloads.polycom.com/Oracle/THIRDPARTYLICENSEREADME.TXT>.

\* \* \*

#### **MICROSOFT SOFTWARE LICENSE TERMS**

##### **MICROSOFT® WINDOWS SERVER® 2003 AND MICROSOFT® WINDOWS SERVER® 2003 R2 PRODUCTS**

These license terms are an agreement between you and *Polycom*. Please read them. They apply to the software included on this server. The software also includes any separate media on which you received the software.

The software on this device includes software licensed from Microsoft Corporation or its affiliate.

The terms also apply to any Microsoft

- <sup>2</sup> updates,
- <sup>2</sup> supplements,
- <sup>2</sup> Internet-based services, and
- <sup>2</sup> support services

for this software, unless other terms accompany those items. If so, those terms apply. If you obtain updates or supplements directly from Microsoft, then Microsoft, and not *Polycom*, licenses those to you.

**This software does not transmit personally identifiable information from your server to Microsoft Corporation computer systems without your consent.**

**By using the software, you accept these terms. If you do not accept them, do not use the software. Instead, contact *Polycom* to determine its return policy for a refund or credit.**

**As described below, using some features also operates as your consent to the transmission of certain standard computer information for Internet-based services.**

If you comply with these license terms, you have the rights below.

**1. USE RIGHTS.**

- Server Software*. Server software provides functions or services on this server. You may install, use, access, display and run only one copy of server software on this server. Components of the server software may only be used on this server.
- *Device Software*. Device software allows a device (other than this server) to access or use the server software. You may install and use the device software on any device solely to access or use the server software.
- *Processor Rights*. You may use the server software with up to 4 processors of the Server at any one time.

**2. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.**

**a. Specific Use.** *Polycom* designed this server for a specific use. You may only use the software for that use.

You may not use the software to support additional software programs or functions, other than utilities or similar software used solely for administration, performance enhancement and/or preventative maintenance of this server.

**b. Client Access Licenses (“CALs”).** These license terms include 5 CALs unless a higher number of CALs is indicated on the Certificate of Authenticity for the server software. Please select the number of Windows User CALs and Windows Device CALs (not to exceed a combined total of 5 or such higher number) and write them in the spaces provided below. No CALs are valid until those spaces are completed. You may not change them once completed.

\_\_\_ Windows User CALs

\_\_\_ Windows Device CALs

The software licensing model consists of an operating system license and incremental CALs. The total cost for the software scales with usage. Several CAL types and licensing modes are available to suit your individual needs.

**Windows Server 2003 Client Access License (“Windows CAL”) Requirements.** In addition to the license for the server software, you must acquire a Windows CAL for each individual person (“User”) or device that accesses or uses the server software, whether directly or through a Multiplexing Service. A “Multiplexing Service” is a software application or service accessing or using the server software at the request of a User or device. For example, a Windows CAL is required for each User or device that uses any of the following services of the server software:

- <sup>2</sup>authentication services (when user or application credentials are exchanged between the server software and a User or device),
- <sup>2</sup>file services (accessing or managing files or disk storage),
- <sup>2</sup>printing services (printing to a printer managed by the server software), or
- <sup>2</sup>remote access service (accessing the server from a remote location through a communications link, including a virtual private network).

You do not need to acquire a Windows CAL for any User or device that accesses the server software solely through the Internet and is not authenticated by the server software or a Multiplexing Service.

*Types of Windows CALs.*

- “Windows Device CAL” permits one device (used by any User) to access or use the server software.
- “Windows User CAL” permits one User (using any device) to access or use the server software.

You may use a mix of Windows Device CALs and Windows User CALs at the same time with the server software.

*Windows CAL Licensing Modes.* You may use Windows CALs with the server software in either “Per Device or Per User” or “Per Server” mode.

- (i) In Per Device or Per User mode, a Windows CAL is required for each device or User that accesses server software on the Server. If you choose Per Device or Per User mode, the choice is permanent.

You may reassign a Windows CAL from one device to another device, or from one User to another User, if the reassignment is made

(A) permanently away from the one device or User, or

(B) temporarily to accommodate the use of the Windows CAL by a loaner device while a permanent device is out of service, or the use of the Windows CAL by a temporary worker while a regular employee is absent.

If the server software is not used in Per Device or Per User mode, the server software is deployed in Per Server mode.

- (ii) In Per Server mode, the maximum number of devices and Users that may at the same time access server software installed on this server equals the number of Windows CALs (of either type) that you acquire and designate for use exclusively with this server. You have the one-time right to change your use of the server software from Per Server mode to Per Device or Per User mode. If you do so, you may apply the same number of Windows CALs you acquired for use in Per Server mode in Per Device or Per User mode instead.

*Terminal Server Client Access License (“TS CAL”) Requirements.* In addition to a Windows CAL, if you wish to conduct a Windows Session, you must acquire a TS

CAL for each User or device. A “Windows Session” means a session during which the server software hosts a graphical user interface on a device.

*Types of TS CALs.*

-“TS Device CAL” permits one device (used by any User) to conduct Windows Sessions on the Server.

-“TS User CAL” permits one User (using any device) to conduct Windows Sessions on the Server.

You may use a mix of TS Device CALs and TS User CALs at the same time with the server software.

*TS CAL Licensing Modes*

(i) In Per Device or Per User mode, a separate TS CAL is required for each device or User that accesses server software on the Server.

You may reassign a TS CAL from one device to another device, or from one User to another User, if the reassignment is made

(A) permanently away from the one device or User, or

(B) temporarily to accommodate the use of the TS CAL by a loaner device while a permanent device is out of service, or the use of the TS CAL by a temporary worker while a regular employee is absent.

(ii) Windows Sessions are not allowed in Per Server mode.

**Premium Windows Server Services.** New software functions (“Premium Services”) may be available for use with this software. These Premium Services may be provided under additional license terms. Additional access license fees may apply if you install and use these Premium Services.

*Additional CAL Requirements.*

(i) Single Licensee. Only you can use Windows CALs, TS CALs, and any future Premium Services CALs with server software.

(ii) Version Matching. Each required CAL must be version Windows Server 2003 or a later version.

(iii) Administration. Up to 2 Users or devices may access or use the server software at the same time, without acquiring any CALs, solely for administration of the server software. You do not need a TS CAL when attaching to or mirroring the single Console Session. The “Console Session” is the Windows Session that is conducted through the designated primary keyboard and display device (or similar peripherals).

**3. SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. *Polycom* and Microsoft reserve all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that allow you to use it only in certain ways. For more information, see the software documentation or contact *Polycom*. Except and only to the extent permitted by applicable law despite these limitations, you may not:

- work around any technical limitations in the software;
- reverse engineer, decompile or disassemble the software;
- make more copies of the software than specified in this agreement;
- publish the software for others to copy;

- rent, lease or lend the software; or
- use the software for commercial software hosting services.

Except as expressly provided in this agreement, rights to access the software on this server do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access this server.

You may use remote access technologies in the software such as Remote Desktop to access the software remotely from another device. You are responsible for obtaining any licenses required for use of these protocols to access other software.

•**COMPONENT DATA STORAGE.** The software may contain components that use Microsoft SQL Server Desktop Engine (“MSDE”). Only those software components may use MSDE.

•**INTERNET-BASED SERVICES.** Microsoft provides Internet-based services with the software. Microsoft may change or cancel them at any time.

- a. **Consent for Internet-Based Services.** The software features described below connect to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. You may switch off these features or not use them. For more information about these features, visit

<http://www.microsoft.com/windowsxp/downloads/updates/sp2/docs/privacy.msp>.

**By using these features, you consent to the transmission of this information.** Microsoft does not use the information to identify or contact you.

- b. **Computer Information.** The following features use Internet protocols, which send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you installed the software. Microsoft uses this information to make the Internet-based services available to you.

•**Digital Certificates.** The software uses digital certificates. These digital certificates confirm the identity of Internet users sending X.509 standard encrypted information. The software retrieves certificates and updates certificate revocation lists. These security features operate only when you use the Internet.

•**Auto Root Update.** The Auto Root Update feature updates the list of trusted certificate authorities. You can switch off the Auto Root Update feature.

•**Windows Media Digital Rights Management.** Content owners use Windows Media digital rights management technology (WMDRM) to protect their intellectual property, including copyrights. This software and third party software use WMDRM to play and copy WMDRM-protected content. If the software fails to protect the content, content owners may ask Microsoft to revoke the software’s ability to use WMDRM to play or copy protected content. Revocation does not affect other content. When you download licenses for protected content, you agree that Microsoft may include

a revocation list with the licenses. Content owners may require you to upgrade WMDRM to access their content. Microsoft software that includes WMDRM will ask for your consent prior to the upgrade. If you decline an upgrade, you will not be able to access content that requires the upgrade. You may switch off WMDRM features that access the Internet. When these features are off, you can still play content for which you have a valid license.

c. **Misuse of Internet-based Services.** You may not use these services in any way that could harm them or impair anyone else's use of them. You may not use the services to try to gain unauthorized access to any service, data, account or network by any means.

•**BENCHMARK TESTING.** The software may contain the Microsoft .NET Framework. You may conduct internal benchmark testing of the .NET Framework component of the software (".NET Component"). You may disclose the results of any benchmark test of the .NET Component, if you comply with the following terms:

(1) you must disclose all the information necessary for replication of the tests;

(2) you must disclose the date(s) when you did the benchmark tests and version information for all Microsoft software products tested;

(3) your benchmark testing was performed in accordance with the product documentation and/or Microsoft's support Web sites, and uses the latest updates, patches, and fixes available for the .NET Component and the relevant Microsoft operating system;

(4) it is sufficient if you make the disclosures at a publicly available location such as a Web site, so long as a public disclosure of the results of your benchmark test expressly identifies the public site containing all required disclosures; and

(5) nothing in this provision shall be deemed to waive any other right that you may have to conduct benchmark testing.

The above terms shall not apply to your disclosure of any customized benchmark test of the .NET Component, if a prospective customer makes such disclosure under confidentiality in conjunction with a bid request. If you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the .NET Component, provided it complies with the same conditions above.

•**NOTICES ABOUT THE MPEG-4 VISUAL STANDARD.** The software may include MPEG-4 visual decoding technology. This technology is a format for data compression of video information. MPEG LA, L.L.C. requires this notice:

USE OF THIS PRODUCT 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 about the MPEG-4 visual standard, please contact MPEG LA, L.L.C., 250 Steele Street, Suite 300, Denver, CO 80206; [www.mpegla.com](http://www.mpegla.com).

## <sup>2</sup>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.** You may use recovery copy solely to repair or reinstall the server software on the Server.

<sup>2</sup>APPROVED ADDITIONAL TEXT IF EMBEDDED SYSTEM IS AUTHORIZED TO BE LEASED UNDER THE OEM LICENSE AGREEMENT: LEASED HARDWARE. If you lease the Server from [COMPANY], 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 these license terms; (ii) your rights to any software upgrades shall be 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 [COMPANY].

<sup>2</sup>NO RENTAL. You may not rent, lease, lend, or provide commercial hosting services with the SOFTWARE.

4. **PRODUCT SUPPORT.** Contact *Polycom* for support options. Refer to the support number provided with the device.
5. **BACKUP COPY.** You may make one backup copy of the software. You may use it only to reinstall the software on the device.
6. **PROOF OF LICENSE.** If you acquired the software on the device, or on a disc or other media, a genuine Certificate of Authenticity label with a genuine copy of the software identifies licensed software. To be valid, this label must be affixed to the device, or included on or in *Polycom's* software packaging. If you receive the label separately, it is not valid. You should keep the label on the device or packaging to prove that you are licensed to use the software. To identify genuine Microsoft software, see <http://www.howtotell.com>.
7. **TRANSFER TO A THIRD PARTY.** You may transfer the software only with the device, the Certificate of Authenticity label, and these license terms directly to a third party. Before the transfer, that party must agree that these license terms apply to the transfer and use of the software. You may not retain any copies of the software including the backup copy.
8. **NOT FAULT TOLERANT.** The software is not fault tolerant. *Polycom* installed the software on the device and is responsible for how it operates on the device.
9. **RESTRICTED USE.** The Microsoft software was designed for systems that do not require fail-safe performance. You may not use the Microsoft software in any device or system in which a malfunction of the software would result in foreseeable risk of injury or death to any person. This includes operation of

nuclear facilities, aircraft navigation or communication systems and air traffic control.

10. **NO WARRANTIES FOR THE SOFTWARE.** The software is provided “as is”. You bear all risks of using it. Microsoft gives no express warranties, guarantees or conditions. Any warranties you receive regarding the device or the software do not originate from, and are not binding on, Microsoft or its affiliates. When allowed by your local laws, *Polycom* and Microsoft exclude implied warranties of merchantability, fitness for a particular purpose and non-infringement.
11. **LIABILITY LIMITATIONS.** You can recover from Microsoft and its affiliates only direct damages up to two hundred fifty U.S. Dollars (U.S. \$250.00), or equivalent in local currency. You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages.

This limitation applies to:

- anything related to the software, services, content (including code) on third party internet sites, or third party programs, and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if Microsoft should have been aware of the possibility of the damages. The above limitation may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

12. **EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see [www.microsoft.com/exporting](http://www.microsoft.com/exporting).

\*\*\*

**McAfee, INC. LICENSE TERMS (“McAfee”)  
For McAfee AV SDK (“McAfee Software”)**

In addition to the license terms above for the SOFTWARE PRODUCT, the following terms apply solely to McAfee Software:

1. "McAfee" means (a) McAfee, Inc., a Delaware corporation, with offices located at 3965 Freedom Circle, Santa Clara, California 95054, USA if the McAfee Software is purchased in the United States, Mexico, Central America, South America, or the Caribbean; (b) McAfee Ireland Limited, with offices located at 11 Eastgate Business Park, Little Island, Cork, Ireland if the McAfee Software is purchased in Canada, Europe, the Middle East, Africa, Asia, or the Pacific Rim; and (c) McAfee Co., Ltd. with offices located at Shibuya Mark City West Building 12-1, Dogenzaka 1-Chrome, Shibuya-ku, Tokyo 150-0043, Japan if the Software is purchased in Japan.

2. **Limited Warranty.** McAfee warrants that for sixty (60) days from the date of original purchase of the SOFTWARE PRODUCT, McAfee Software will be free from defects in materials and workmanship.
3. **Remedies.** McAfee's and its suppliers' entire liability and your exclusive remedy for any breach of the foregoing warranty shall be, at McAfee's option, either (i) return of the purchase price you paid for the license, or (ii) replacement of the defective media in which the McAfee Software is contained. You must return the defective media to McAfee at your expense with a copy of your receipt. This limited warranty is void if the defect has resulted from accident, abuse, or misapplication. Any replacement media will be warranted for the remainder of the original warranty period. Outside the United States, this remedy is not available to the extent McAfee is subject to restrictions under United States export control laws and regulations.
4. **Warranty Disclaimer.** Except for the limited warranty set forth herein, THE MCAFEE SOFTWARE IS PROVIDED "AS IS" AND MCAFEE MAKES NO WARRANTY AS TO ITS USE OR PERFORMANCE. EXCEPT FOR ANY WARRANTY, CONDITION, REPRESENTATION OR TERM THE EXTENT TO WHICH CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW. MCAFEE, ITS SUPPLIERS AND AUTHORIZED PARTNERS MAKE NO WARRANTY, CONDITION, REPRESENTATION, OR TERM (EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE) AS TO ANY MATTER INCLUDING, WITHOUT LIMITATION, NONINFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, SATISFACTORY QUALITY, INTEGRATION, OR FITNESS FOR A PARTICULAR PURPOSE. YOU ASSUME RESPONSIBILITY FOR SELECTING THE MCAFEE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE MCAFEE SOFTWARE. WITHOUT LIMITING THE FOREGOING PROVISIONS, MCAFEE MAKES NO WARRANTY THAT THE MCAFEE SOFTWARE WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR THAT THE MCAFEE SOFTWARE WILL MEET YOUR REQUIREMENTS.
5. **Notice to United States Government End Users.** The McAfee Software and its accompanying Documentation are deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the Software and accompanying Documentation by the United States Government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement.
6. **Governing Law.** Any claims related to the McAfee Software will be governed by and construed in accordance with the substantive laws in force: (a) in the State of New York, if you purchased the McAfee Software in the United States, Mexico, Central America, South America, or the Caribbean; (b) in the Republic of Ireland, if you purchased the McAfee Software in Canada,

Europe, Middle East, Africa, Asia, or the region commonly referred to as the Pacific Rim; and (c) in Japan if you purchased the McAfee Software in Japan. If you purchased the Software in any other country, then the substantive laws of the Republic of Ireland shall apply, unless another local law is required to be applied. This Agreement will not be governed by the conflict of laws rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. The United States District Court for the Southern District of New York, and the Courts of New York County, New York, when New York law applies, the courts of the Republic of Ireland, when the law of Ireland applies, and the courts of Japan when Japanese law applies, shall each have non-exclusive jurisdiction over all disputes relating to the McAfee Software.

7. **Free Software.** The McAfee Software includes or may include some software programs that are licensed (or sublicensed) to the user under the GNU General Public License (GPL) or other similar software licenses which, among other rights, permit the user to copy, modify and redistribute certain programs, or portions thereof, and have access to the source code. The GPL requires that for any software covered under the GPL, which is distributed to someone in an executable binary format that the source code also be made available to those users. For any such software, the source code is made available in a designated directory created by installation of the McAfee Software or designated internet page. If any Free Software licenses require that McAfee provide rights to use, copy or modify a software program that are broader than the rights granted in this agreement, then such rights shall take precedence over the rights and restrictions herein.
8. **Privacy.** By utilizing the McAfee Software, you agree that the McAfee privacy policy, as it exists at any relevant time, shall be applicable to you. The most current privacy policy can be found on the McAfee web site ([www.McAfee.com](http://www.McAfee.com)). By entering into this Agreement, you agree to the transfer of your personal information to McAfee's offices in the United States and other countries outside of your own.
9. **Collection of Certain System Information.** McAfee employs certain applications and tools through its website and within the McAfee Software, to retrieve information about your computer system to assist us in the provision and support of McAfee Software that you have chosen to subscribe to or use. This information is essential to enable us to provide you with quality service and up to the minute threat protection; and for these reasons, there is no opt-out available for this information collection.
10. **Audit.** McAfee may, at its expense and upon reasonable notice to you, perform an audit of your compliance with the terms of this Agreement. You understand and acknowledge that McAfee utilizes a number of methods to verify and support the McAfee Software licensed for use by its customers. These methods may include technological features to prevent unauthorized use of the McAfee Software and to automatically report information about -- and verification of -- your deployment of McAfee Software. The information reported back to McAfee can also include: other McAfee products; other Software installed with or used by components of the McAfee Software; and

third-party Software installed separately by customer but are integrated for use with McAfee Software. In the event that McAfee requests a report for confirmation, you agree to provide a system generated report verifying your software deployment within thirty (30) days, such request to occur no more than four (4) times per year. In the event that McAfee requires a physical audit, such audit shall be preceded by thirty (30) days written notice and shall occur no more than once per year unless otherwise required for compliance with the Sarbanes-Oxley Act.

11. Auto-Boot /Post Boot Mode. McAfee shall have no liability to you for any damages resulting from the use of the McAfee Software in the "auto-boot" or "post-boot" mode. You are advised that such tools are designed for product deployment purposes only, and any other use does not provide adequate data security. Any such contrary use shall be at your sole risk. Moreover, in the event of a data breach resulting from such contrary use, you shall not publicize McAfee's name in connection with such breach, nor make any statements that unfairly disparage the reputation of McAfee products.
12. McAfee Customer Contact. If you have any questions concerning these terms and conditions, or if you would like to contact McAfee for any other reason, please call (408) 992-8599 or (866) 622-3911, FAX to (972) 963-7001, or write: McAfee, Inc., Attention: Customer Service, 5000 Headquarters Drive, Plano, TX 75024, or e-mail to <http://www.mcafeehelp.com>. Alternatively, you may contact your local McAfee entity at the number listed at <http://www.McAfee.com>.

