

END USER LICENSE AGREEMENT

DOLBY VOICE PRODUCT SOFTWARE

This End User License Agreement (“EULA”) is a legal agreement between you (either as an individual or an entity, hereinafter, “you” or “Customer”) and Dolby Laboratories, Inc., a California Corporation and Dolby International AB, a Swedish company residing in the Netherlands (collectively, “Dolby”) for the Dolby software, including associated media, printed materials, and documentation (collectively, the “Software”) that may be used in conjunction with certain Dolby Voice products, including the Dolby Conference Phone, Dolby Voice Hub, Dolby Voice Camera or otherwise any other Dolby Voice product (“Dolby Voice Products”). **INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE, YOU HEREBY AGREE TO BE BOUND BY THE TERMS OF THIS EULA AND WARRANT THAT YOU HAVE FULL LEGAL AUTHORITY TO (A) ACCEPT THE TERMS AND CONDITIONS IN THIS EULA ON BEHALF OF CUSTOMER AND (B) LEGALLY BIND CUSTOMER. IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, DO NOT INSTALL, COPY, OR USE THE SOFTWARE.**

1. LICENSE GRANT.

1.1 **Software License Grant.** Dolby hereby grants you a nonexclusive, revocable, limited, non-transferable license to install and run the Software solely in conjunction with a Dolby Voice Product.

1.2 **Documentation.** You may make and use an unlimited number of copies of the documentation associated with the Software, if any, provided that such copies shall be used solely with the Software and are not to be republished nor distributed (in hard copy, electronic or any other form) to any third party.

1.3 **Third Party Software.** Dolby may include third party software in the Software, including open source software. The use and distribution of such third-party software are subject to the terms and conditions of applicable third-party license agreements, as described more fully in the applicable documentation.

2. **PARENT AGREEMENT.** You may obtain the Software with a service provider as a component or part of such service providers products or services. Customer understands and agrees that the separate agreement entered into with the service provider control with respect to such service providers products or services except to the extent any term or condition in such separate agreement applies solely to the Software and conflicts with any term or condition in this EULA. In such event, the terms of this EULA controls and governs your use of the Software.

3. **RESERVATION OF RIGHTS AND OWNERSHIP.** Dolby and/or its licensors owns all right, title and interest in and to the Software and updates, modifications, enhancements and derivative works (including all intellectual property rights therein). Notwithstanding anything to the contrary in any terms of sale or invoice, the Software is licensed (not sold), and no title or ownership to the Software passes to you. Dolby retains ownership of all copies of the Software. Dolby reserves all rights not expressly granted to Customer in this EULA.

4. **RESTRICTIONS.** Customer shall not: (a) make any copies of the Software except (and to the extent necessary) one copy for backup and archival purposes, (b) modify, create derivative works, reverse engineer, decompile, or disassemble the Software, (c) rent, redistribute, lease, lend, provide or make available the Software to any third parties, (d) delete, fail to reproduce or modify any patent, copyright, trademark or other proprietary rights notices which appear on or in the Software, or (e) use the Software in any manner not expressly authorized in this EULA.

5. **INDEMNIFICATION.** You shall indemnify, defend and hold harmless Dolby, its affiliates, their respective successors and their respective officers, directors, employees, agents, and representatives from any claim, liability, loss or damage arising out of or related to (a) your breach of any term of this EULA, (b) any product that is made, used or sold by you and which uses the

Software, except to the extent such claim, liability, loss or damage relates solely to the Software as originally delivered to you, and (c) any claim of allegedly unauthorized use or violation of any third-party intellectual property.

6. **TERM AND TERMINATION.** This EULA shall remain in full force and effect unless and until terminated as set forth herein. Without prejudice to any other rights, Dolby may immediately terminate this EULA if you fail to comply with any of the terms or conditions of this EULA. In the event of termination of this EULA for any reason, all rights granted under this EULA automatically terminate and you must immediately cease using and destroy all copies of the Software.

7. **CONFIDENTIAL INFORMATION.** Customer will not: (a) use Dolby Confidential Information except as permitted in this EULA or (b) disclose Dolby Confidential Information to any party except to employees who need to know and are subject to written agreements that include use and disclosure restrictions as protective as those in this EULA. Customer will use reasonable efforts to maintain the confidentiality of Dolby Confidential Information using the same efforts used to protect its own proprietary information of similar nature and importance, but in no event less than reasonable care. "Dolby Confidential Information" means the Software (including all trade secrets, know-how, inventions, techniques, processes and algorithms in the Software), documentation, updates, and any proprietary information of Dolby or related to Dolby's business disclosed or made available to Customer.

8. **SOFTWARE POLICY; SUPPORT AND MAINTENANCE.** Dolby will provide Customer updates containing bug fixes or error corrections to the Software and standard software maintenance services as set forth in the Dolby Software Policy and the Dolby Standard Support Policy available at: <https://www.dolby.com/us/en/about/warranty-and-maintenance-policies.html>. Any and all updates shall be considered part of the Software and subject to the terms and conditions of this EULA. Except as expressly set forth herein, Dolby has no obligation to provide support or maintenance services in connection with the Software or Customer's use, and any such additional support and maintenance services will be subject to separate terms and conditions.

9. **DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY SET FORTH ABOVE, DOLBY MAKES NO WARRANTIES REGARDING THE SOFTWARE. FURTHER, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DOLBY AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, USAGE OR TRADE. YOU UNDERSTAND AND AGREE THAT THE SOFTWARE IS PROVIDED TO YOU ON AN "AS-IS" BASIS AND THERE IS NO WARRANTY THAT THE SOFTWARE WILL OPERATE IN THE COMBINATIONS THAT YOU MAY SELECT FOR USE, THAT THE OPERATION OF THE SOFTWARE WILL BE ERROR-FREE OR UNINTERRUPTED OR THAT ALL SOFTWARE ERRORS WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM DOLBY OR ELSEWHERE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS EULA. THE ENTIRE RISK AS TO THE QUALITY, OR ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE REMAINS WITH YOU.

10. **LIMITATION OF LIABILITY AND DAMAGES.** IN NO EVENT WILL DOLBY OR ITS LICENSORS BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS EULA OR THE USE OR INABILITY TO USE THE SOFTWARE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT DOLBY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. YOU AGREE THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS EULA IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL DOLBY'S AGGREGATE CUMULATIVE LIABILITY FOR DAMAGES UNDER THIS EULA EXCEED THE LESSER OF USD \$100.00 (ONE HUNDRED DOLLARS) OR THE AMOUNTS PAID BY CUSTOMER TO DOLBY IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRIOR TO THE FIRST EVENT GIVING RISE TO THE LIABILITY.

11. **U.S. GOVERNMENT LICENSE RIGHTS.** This Software is commercial computer software developed exclusively at private expense and is provided to the U.S. Government only as commercial computer software (with “Restricted Rights”, as applicable). Use, duplication, and disclosure by civilian agencies of the U.S. Government shall be in accordance with the terms of this EULA and FAR 52.227-19(b), or its current equivalent. Consistent with DFARS 227.7202 or its current equivalent, use, duplication, and disclosure by DOD agencies is subject solely to the terms of this EULA.

12. **GOVERNING LAW.** This EULA will be construed according to the laws of the jurisdiction where you are located (as set forth below), without regard to the conflict of law provisions or principles. For customers located in China, Section 13 below shall apply. The Uniform Computer Information Transactions Act and United Nations Convention on Contracts for the International Sale of Goods shall not apply. Notwithstanding anything to the contrary, nothing in this EULA shall prevent Dolby from seeking any injunctive or equitable relief by a court of competent jurisdiction that is necessary to protect Dolby’s rights or property until such dispute is resolved.

Region	Governing Law	Venue
Europe	Laws of England	Courts located in London, UK
United States and all other regions	State of California, USA	State or federal courts located in San Francisco, California

13. **ARBITRATION.** If you are located in China, you specifically agree to this Section. ALL DISPUTES BETWEEN YOU AND DOLBY ARISING OUT OF OR RELATED TO THE SOFTWARE OR THIS EULA, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY (EACH, A “DISPUTE”), WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION IN ACCORDANCE WITH THIS SECTION INSTEAD OF IN A COURT BY A JUDGE OR JURY. YOU AND DOLBY EACH HEREBY WAIVE THE RIGHT TO TRIAL BY A JURY. YOU AGREE THAT ANY ARBITRATION OR LITIGATION UNDER THIS EULA WILL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, USA AND THE UNCITRAL ARBITRATION RULES AT THE HONG KONG INTERNATIONAL ARBITRATION CENTRE. YOU AND DOLBY EACH HEREBY AGREE TO WAIVE THE ABILITY TO PARTICIPATE IN A CLASS ACTION. THE ARBITRATION TRIBUNAL SHALL CONSIST OF ONE ARBITRATOR TO BE APPOINTED ACCORDING TO THE UNCITRAL RULES. THE LANGUAGE OF THE ARBITRATION SHALL BE ENGLISH. THE AWARD RENDERED BY THE ARBITRATOR MAY BE CONFIRMED AND ENFORCED IN ANY COURT HAVING JURISDICTION THEREOF.

14. **COMPLIANCE WITH APPLICABLE LAW.** Customer shall comply, and maintain compliance, with all applicable international and national laws that apply to the Software, including the Foreign Corrupt Practices Act (which prohibits giving anything of value to any foreign government official, foreign political party, or official of a foreign political party or any candidate for foreign political office in order to influence improperly his or her judgment in the performance of official duties), the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by U.S. and other governments. Customer warrants that it is (a) not located in Cuba, Iran, North Korea, Sudan, Syria, the Crimea Region of the Ukraine or any other country subject to a comprehensive U.S. trade embargo, and (b) not a person or entity listed on the Entity List or Denied Persons list maintained by the U.S. Department of Commerce or on the Specially Designated Nationals list maintained by the U.S. Treasury Department.

15. **GENERAL.** This EULA is the entire agreement between Customer and Dolby relating to the Software and supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this EULA. For avoidance of doubt, any additional or conflicting terms in any purchase order or other document provided by Customer shall be null and void unless expressly agreed to in writing by Dolby. If any provision of this EULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect. There may be technological measures in or part of the Software or that may be enabled by use of the Software that are designed to prevent the unlicensed, unauthorized or illegal use of the Software and/or to identify users of the Software. Customer understands and agrees that Dolby may use such measures. Sections 1.3, 2-5, and 9-15 shall survive expiration or termination of this EULA. Customer shall not assign this EULA or any rights or obligations hereunder, directly or indirectly, by operation of law, merger, acquisition of

stock or assets, or otherwise without the prior written consent of Dolby. Any attempted assignment or transfer in violation of the foregoing will be null and void. Subject to the foregoing, this EULA shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.