

Please read the Polycom End User License Agreement (“Agreement”) below. If you agree with the Agreement, please click on the “Accept” button below to continue to the download page.

**END USER LICENSE AGREEMENT FOR  
POLYCOM® UC SOFTWARE 3.3.0 CONFIGURATION FILE CONVERSION UTILITY  
IN EXECUTABLE FILE AND SOURCE CODE (“SOFTWARE”)**

The Software you are about to download comprises Polycom’s source code (written in Perl) and binary executable code for use on Microsoft® Windows® based computers. This Software is provided for the purpose of translating configuration files from pre-UC Software 3.3.0 to UC Software 3.3.0 format.

**IMPORTANT-READ CAREFULLY BEFORE USING THE Software:** This 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 Hong Kong, 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 (including any updates or upgrades thereto) licensed by Polycom or its suppliers. The Software includes computer software and may also include associated media, printed materials, and "online" or electronic documentation.

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

Polycom is willing to license the Software to you only upon the condition that you accept all of the terms contained in this agreement. Select the "I AGREE" button at the bottom of the page to confirm your acceptance. If you are not willing to be bound by these terms, then do NOT select the “I AGREE” button, and the downloading process will not continue.

**PLEASE NOTE:**

\* POLYCOM OFFERS NO SUPPORT FOR THIS SOFTWARE, AND THE SOFTWARE IS BEING LICENSED WITHOUT DOCUMENTATION, WITHOUT WARRANTY, "AS-IS," AND "WITH ALL FAULTS."

\* YOU ARE RESPONSIBLE FOR READING POLYCOM’S TECHNICAL BULLETIN 60802 THOROUGHLY BEFORE RUNNING THE SOFTWARE ON PRODUCTION SYSTEMS OR CONVERTING CONFIGURATION FILES. TECHNICAL BULLETIN 60802 IS PROVIDED IN THE DOWNLOAD PACKAGE WITH THE SOFTWARE.

**1. GRANT OF LICENSE.**

1.1. License. Subject to the terms of this Agreement, Polycom grants to you a nonexclusive, nontransferable license to copy, install, use, and modify the Software, including the Software in source code format, and to produce your own commercial or other purposes derivative works thereof. Except as expressly provided below, this License Agreement does not grant you any

rights to patents, copyrights, trade secrets, trademarks, or any other rights related to the Software. You are solely responsible for use of the Software by your agents, contractors, outsourcers, customers and suppliers and their compliance with this Agreement.

## 2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

2.1. Copyright. All title and copyrights in and to the Software and any copies of the Software are owned by Polycom or its suppliers. The Software is protected by copyright laws and international treaty provisions. Title, ownership rights, and intellectual property rights in the Software shall remain in Polycom or its suppliers. You may not remove or obscure any proprietary notices, identification, label or trademarks on or in the Software or the supporting documentation.

2.2. Ownership of Derivative Works. As between you and Polycom, you will own copyright and other intellectual property rights in derivative works of the Software that you develop.

2.3. Reservation. Polycom (or its suppliers) reserves all rights in the Software not expressly granted to you in this Agreement.

## 3. SUPPORT SERVICES.

3.1. No Support Services. Polycom provides no support services for the Software.

## 4. TERMINATION.

4.1. Termination. Without prejudice to any other rights, Polycom may terminate this Agreement if you fail to comply with any of the terms and conditions of this Agreement. In such event, you must destroy all copies of the Software and all of its component parts. You may terminate this Agreement at any time by destroying the Software and all of its component parts.

## 5. NO WARRANTY.

THE SOFTWARE IS LICENSED WITHOUT WARRANTY, "AS IS," AND "WITH ALL FAULTS." ALL 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, 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 THIS SOFTWARE.

## 6. LIMITATION OF LIABILITY.

6.1. LIMITATIONS. 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, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF DATA, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, EVEN IF POLYCOM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, POLYCOM'S ENTIRE LIABILITY SHALL BE LIMITED TO THE GREATER OF THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE OR U.S. \$5.00.

## 7. DISCLAIMER.

7.1. 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 personal injury, so the above limitations and exclusions may be limited in their application to you.

## 8. EXPORT CONTROLS.

8.1. EXPORT CONTROLS. You acknowledge that the Software 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, in the United States and in any foreign jurisdiction in which the Software is used. Without limiting the foregoing, the Software 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; or (ii) 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, 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 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.

## 9. MISCELLANEOUS.

9.1. 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. The United Nations Convention on Contracts for the International Sale of Goods (1980) is hereby excluded in its entirety from application to this Agreement.

9.2. Venue for Resolving Disputes. Any disputes relating to this Agreement will be resolved only in the state or federal courts located in Santa Clara County, California. Each of the parties agrees to the exercise over them of the personal jurisdiction of such courts for such purpose.

9.3. 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.

9.4. Relationship Between the Parties. The relationship between you and Polycom is that of licensee/licensor. Neither party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party, nor to represent the other party as agent, employee, franchisee, or in any other capacity. Nothing in this agreement shall be construed to limit either party's right to independently develop or distribute Software that is functionally similar to the other party's products, so long as proprietary information of the other party is not included in such Software.

9.5. Entire Agreement. This Agreement represents the complete agreement concerning this license 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.

9.6. Third Party Software. The Software is distributed with Software governed by licenses from third parties (“Third Party Software” and “Third Party Licenses,” respectively). 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 with the Software can be found in the source code of the Third Party Software provided in the download package or at the link below. Polycom makes no representation or warranty concerning Third Party Software and shall have no obligation or liability with respect to Third Party Software.

BY INSTALLING, COPYING, OR OTHERWISE USING THIS SOFTWARE, 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.  
+1-925-924-6000