

ClearOne[®]

COLLABORATE™ Service Agreement

COLLABORATE Service Agreement

THIS SERVICE AGREEMENT ("AGREEMENT") IS MADE BETWEEN THE END USER CUSTOMER ("CUSTOMER", "END USER" OR "YOU") AND CLEARONE COMMUNICATIONS INC. ("CLEARONE"). BY PURCHASING THIS SERVICE FROM CLEARONE, CUSTOMER AGREES TO BE BOUND BY ALL TERMS AND CONDITIONS SET FORTH IN THIS DOCUMENT. CUSTOMER AGREES THAT RENEWING, MODIFYING, EXTENDING OR CONTINUING TO UTILIZE THE SERVICES BEYOND THE INITIAL TERM IS SUBJECT TO THE THEN-CURRENT SERVICE AGREEMENT AVAILABLE FOR REVIEW AT www.clearone.com/serviceagreement.

THESE TERMS AND CONDITIONS (THIS "AGREEMENT") WILL SUPPLEMENT, AND IF IN CONFLICT WITH, WILL CONTROL, THE TERMS AND CONDITIONS OF ANY APPLICABLE SIGNED AGREEMENT BETWEEN YOU AND CLEARONE (INCLUDING, WITHOUT LIMITATION, CLEARONE'S STANDARD SALES AGREEMENT) OR, IN THE ABSENCE OF SUCH AN AGREEMENT, CLEARONE'S STANDARD INVOICE TERMS AND CONDITIONS OF SALE.

In consideration for your payment to ClearOne as specified on your invoice ("Service Agreement Price"), with respect to Collaborate equipment ("equipment") manufactured by ClearOne and delivered to Customer, ClearOne will provide you with service pursuant to the following terms and conditions:

Scope of Services

Repair and Replacement Service

During the term of the purchased Agreement and subject to the limitations in this Agreement, ClearOne will repair or replace the Equipment as necessary to correct any defect in the Equipment which occurs during the usual and customary usage of the Equipment.

If ClearOne repairs your Equipment, you understand and agree that ClearOne may replace original parts with new or like new parts. Replacement parts will be functionally equivalent to the original parts. At ClearOne's discretion, ClearOne may designate an affiliated company or contract with a third party to complete repairs on the Equipment ("ClearOne Authorized Service Provider").

Hours of Service

Technical Support hours are Monday through Friday 7:00 AM to 6:00 PM Mountain time.

Purchased Essential Care Service Agreements provide on-site, next business day scheduled repair services to service locations, defined in Appendix A – Service Centers, Monday through Friday 8:00 AM to 5:00 PM Customer local time.

Purchased Premium Care Service Agreements provide on-site next business day scheduled repair services to service locations, defined in Appendix A – Service Centers, Monday through Friday 8:00 AM to 5:00 PM Customer local time. In addition, based on replacement part shipping logistics, repairs may be scheduled with the service center to occur after hours including weekends.

Serviceable Areas

On-site maintenance service is provided under this agreement for Equipment within 50 driving miles of any ClearOne or a ClearOne authorized service center as defined in Appendix A – Service Centers. On-site service to Customer locations further than 50 driving miles may be arranged with ClearOne at the then time and material (T&M) rates.

Right of Service Refusal

ClearOne or a ClearOne authorized service provider reserves the right to refuse to perform service if, in the sole discretion of its Customer Service Engineer ("CSE"), the work site, installation location or other Customer site conditions are unsafe or otherwise present an undue risk to the health or safety of the CSE.

Limits of Support Service

This service agreement does not cover and ClearOne is not obligated to provide services for:

- + Adjustment, repair or parts replacement required because of abuse, accident, neglect, misuse, improper programming, theft, failure or fluctuation of electrical power or air conditioning, natural disaster, vandalism, or causes other than normal use.
- + Equipment that has been modified, serviced or repaired or attempts have been made to do so by personnel other than those authorized by ClearOne. Any repair or attempted repair on the Equipment covered by this Agreement by any party other than ClearOne or a ClearOne authorized service provider will void and cancel this Agreement with no obligation by ClearOne to provide a refund for the remaining service term.
- + Resolution of problems external to the Equipment, including but not limited to, network, telephone lines, modems, cabling, carpentry, fixtures and electrical power.
- + Equipment that suffers damage in connection with or as a result of incorrect or inadequate installation. Installation includes any of the following performed by the Customer or any third party on behalf of the Customer but not limited to: (1) unpacking or moving the Equipment (2) installation or mounting of the Equipment to a wall or other structure (or removal of the same following installation) and (3) affixing of brackets or other weight bearing devices designed for mounting or attachment to a wall or other structure (or removal of the same).
- + Equipment installation and moves.
- + 3rd party software installation, patches, updates, configuration, integration or customization.
- + Any recovery or transfer of data stored on the Equipment. Customer is solely responsible for all data stored on the Equipment. ClearOne does not provide data recovery services under this Agreement. CLEARONE WILL HAVE NO LIABILITY FOR LOSS OR RECOVERY OF DATA OR PROGRAMS.
- + Damage to or defect in the Equipment that is cosmetic only or otherwise does not affect equipment functionality.

Customer Responsibility

Service Request:

Customer shall initiate each request for remedial maintenance by opening a service request and provide the Equipment model and serial number, a description of the problem and appropriate Customer contact information to ClearOne's Technical Support at 1-800-283-5936 during Technical support's published hours of service.

The Customer will be required to perform basic troubleshooting with an assigned technical support agent as follows:

- + The technical support agent will work with you through a series of troubleshooting steps to help diagnose the issue.
- + When requested, identify error messages received and when they occur; what activities preceded the error message; and what steps have already been taken to attempt to solve the problem.
- + If an on-site dispatch of a CSE is necessary, the technical support agent will provide additional instructions.

Customer Site Access

At all times during the delivery of on-site services, the Customer must provide ClearOne or a ClearOne authorized service provider with full and free access to the Equipment, a safe place in which to perform service and access to a telephone to use to obtain technical assistance, order additional parts or change call status. Upon the CSE's arrival at the site, the Customer shall not unreasonably delay the start of service. Lengthy delays may result in additional charges at the then current time and material ("T&M") rates.

Return of Defective Equipment

Customer is responsible to return all defective parts to ClearOne or an authorized ClearOne service center within 10 days of rendered service. Parts not returned within this timeframe may be billed to the Customer.

Pricing and Billing

Service Agreements will be invoiced based at the then current published Agreement price for each item of Equipment enrolled in the Service Agreement. The price of the Service Agreement will vary depending on the service level selected by Customer at time of Equipment purchase.

Time and Materials Charges

Service(s) rendered that are out of scope of this Agreement, including but not limited to, Customer caused delays, Customer missed service appointments, and equipment repairs requested by Customer not covered under usual and customary usage will be charged on a time and materials ("T&M") basis including labor, materials and expenses as follows:

T&M Prices	Standard Hours Monday – Friday 8:00am - 5:00pm	After Hours Monday – Friday 5:00pm - 8:00am & Saturday all day	After Hours Sunday Holidays all day
Labor Rate	\$150 per hour per CSE required	\$225 per hour per CSE required	\$300 per hour per CSE required
Materials & Expenses	Materials, Mileage & Customer Pre-Approved Expenses		

T&M Calculation Criteria:

- + Labor rates include travel time.
- + Travel time for Standard Hours calls is based on actual travel time from portal to site.
- + Travel time for After Hours calls are based on actual travel time from portal to portal.
- + Mileage is calculated at the then current Internal Revenue Service ("IRS") allowable rates.
- + Minimum Labor charge is two (2) hours, which includes both travel time and onsite time.
- + Additional Labor over the two (2) hour minimum is charged in 15-minute increments.
- + Due to Equipment weight some service activities require more than one CSE.

General Terms

Term & Term Extensions

This Agreement begins on the date ClearOne accepts the Customer purchase order and expires on the Agreement expiration date corresponding to the service agreement term purchased.

Customers may extend the service agreement term based on available options then in effect for your Equipment. Service term extensions must be purchased within 30 days of original service term expiration. Failure to extend Service Agreement within 30 days of original service term will require the Equipment to be recertified by ClearOne or a ClearOne Authorized Service Provider prior to accepting the service agreement extension. Recertification is performed at T&M rates and invoiced to the Customer. All service term extensions expire on the anniversary date of the initial Agreement activation date.

NONDISCLOSURE

Both parties agree and acknowledge that in the course of the performance of this Agreement, both parties may receive or otherwise acquire information which is confidential and proprietary to either party, including, but not limited to, product specifications, suppliers, company finances and financial results, plans, manuals, strategies, marketing methods, and customers.

Both parties acknowledge that such information is the proprietary property of each of the parties to which such information belongs and agree that such information shall not be disclosed or used at any time, either during or subsequent to this Agreement, except as such disclosure or use may be required in connection with the performance of duties under the terms of this Agreement. This covenant shall survive the termination of this Agreement.

Transferability

Customer may not assign nor transfer its rights, under the Term and Conditions of the Agreement, by operation of law or otherwise, without the prior written consent of ClearOne. Requests to transfer the Agreement, in whole or in part, must be submitted in writing along with part number, serial number and proof of original purchase.

Governing Law

This Agreement is governed by Utah law.

Limitation of Liability

NEITHER CLEARONE NOR ITS AFFILIATES, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS ARE LIABLE TO YOU, OR ANY SUBSEQUENT OWNER OR OTHER USER OF THE EQUIPMENT, FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LIABILITY OR DAMAGES FOR THE EQUIPMENT NOT BEING AVAILABLE FOR USE, LOSS OR CORRUPTION OF DATA OR SOFTWARE, PERSONAL INJURY, DEATH, OTHER INDIRECT LOSS DUE TO EQUIPMENT FAILURE, OR ANY AND ALL INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE EQUIPMENT, EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES. BY ENTERING INTO THIS AGREEMENT, YOU EXPRESSLY WAIVE ANY CLAIMS DESCRIBED IN THIS PARAGRAPH. YOU AGREE AND UNDERSTAND THAT WE WILL NOT BE RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AGGREGATE DOLLAR AMOUNT PAID BY YOU FOR THE PURCHASE OF THE EQUIPMENT COVERED BY THIS AGREEMENT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

No.	Metro Area	ST	ZIP	No.	Metro Area	ST	ZIP	No.	Metro Area	ST	ZIP
1	Birmingham	AL	35203	34	Chicago	IL	60601	67	Rochester	NY	14614
2	Huntsville	AL	35801	35	Fort Wayne	IN	46803	68	White Plains	NY	10601
3	Mobile	AL	36602	36	Indianapolis	IN	46204	69	Cincinnati	OH	45202
4	Montgomery	AL	36104	37	South Bend	IN	46601	70	Cleveland	OH	44114
5	Little Rock	AR	72201	38	Kansas City	KS	66101	71	Columbus	OH	43215
6	Phoenix	AZ	85003	39	Wichita	KS	67202	72	Dayton	OH	45402
7	Tucson	AZ	85701	40	Louisville	KY	40202	73	Oklahoma City	OK	73102
8	Alameda	CA	94501	41	New Orleans	LA	70112	74	Tulsa	OK	74103
9	Fresno	CA	93721	42	Boston	MA	02109	75	Portland	OR	97201
10	Los Angeles	CA	90012	43	Baltimore	MD	21202	76	Allentown	PA	18101
11	Sacramento	CA	95814	44	Portland	ME	04101	77	Harrisburg	PA	17101
12	San Bernardino	CA	92401	45	Detroit	MI	48226	78	Philadelphia	PA	19107
13	San Diego	CA	92101	46	Flint	MI	48502	79	Pittsburgh	PA	15219
14	San Francisco	CA	94102	47	Grand Rapids	MI	49503	80	San Juan	PR	00901
15	San Jose	CA	95110	48	Kalamazoo	MI	49006	81	Providence	RI	02903
16	Colorado Springs	CO	80903	49	Lansing	MI	48933	82	Charleston	SC	29401
17	Denver	CO	80202	50	Midland	MI	48640	83	Chattanooga	TN	37402
18	Danbury	CT	06810	51	Minneapolis	MN	55401	84	Knoxville	TN	37902
19	Hartford	CT	06103	52	Kansas City	MO	64106	85	Memphis	TN	38103
20	New Haven	CT	06510	53	St. Louis	MO	63103	86	Nashville	TN	37201
21	Washington	DC	20001	54	Charlotte	NC	28202	87	Austin	TX	78701
22	Jacksonville	FL	32202	55	Durham	NC	27701	88	Dallas	TX	75201
23	Miami	FL	33133	56	Greensboro	NC	27401	89	Houston	TX	77002
24	Orlando	FL	32801	57	Raleigh-Durham	NC	27603	90	San Antonio	TX	78205
25	Tallahassee	FL	32301	58	Lincoln	NE	68508	91	Salt Lake City	UT	84111
26	Tampa	FL	33602	59	Omaha	NE	68102	92	Norfolk	VA	23510
27	West Palm Beach	FL	33401	60	Trenton	NJ	08608	93	Richmond	VA	23219
28	Atlanta	GA	30303	61	Albuquerque	NM	89102	94	Seattle	WA	98104
29	Savannah	GA	31401	62	Las Vegas	NV	89101	95	Green Bay	WI	54304
30	Honolulu	HI	96813	63	Reno	NV	89501	96	Madison	WI	53703
31	Cedar Rapids	IA	52401	64	Albany	NY	12207	97	Milwaukee	WI	53202
32	Des Moines	IA	30309	65	Buffalo	NY	14202	98	Anchorage	AK	99522
33	Boise	ID	83725	66	New York	NY	10007	99	Fairbanks	AK	99710