



# Product Sale Agreement US, UK, Europe and Asia Pac Customers

This Product Sale Agreement consists of the terms and conditions set forth below along with the Appendices and Order Form(s) executed by the Customer referencing this agreement (the "Agreement"). The Agreement constitutes a legally binding contract between Customer and BT that shall continue until terminated in accordance with its terms. Any different or additional terms in Customer's purchase order or any other document, whether pre-printed or otherwise, are specifically excluded. The Customer hereby agrees that by using the Service, Customer is bound by the terms and conditions set forth below.

## 1. SALE OF PRODUCT

- 1.1 BT agrees to sell the Product to Customer described in the following link: <http://www.btconferencing.com/downloads-library/firmware/dolby-phone/> and herein for delivery only in Australia, Hong Kong, Malaysia, New Zealand, Singapore, United States ("U.S."), the United Kingdom ("UK") and Europe ("EU") and in accordance with this Agreement. Installation, staging and/or maintenance services are not included with this Agreement, but may be provided pursuant to separate terms and conditions. No Order shall be binding upon BT until accepted by BT, provided, however, that Orders will be deemed accepted by BT upon shipment of Product. Customer may place Orders for the delivery of Product and Services for the Customer's own use and not for resale or other distribution.
- 1.2 In addition to the purchase of the Product the Customer will be entitled to purchase Dolby® support Premier Services as described in the applicable policies are located at: <http://www.dolby.com/us/en/professional/warranty-and-maintenance-policies.html>  
By purchasing Premier Service, Customer shall be entitled to: 1) replacement for defective Product in which case Dolby® will pay for associated shipping, related duties and taxes on the replacement Product and if applicable, the return of the defective Product; and 2) technical support for the Product including response by Dolby® within reasonable guidelines specified by Dolby® from time to time. All fees for the maintenance services are non-refundable.
- 1.3 Dolby® shall have the right, in its absolute discretion, without liability to the Customer, to change the design of the Product, so long as such change does not materially decrease or limit the functions and BT provides reasonable advance written notice of such change to the Customer.

## 2. DELIVERY OF PRODUCT

- 2.1 BT will use reasonable efforts to deliver the Product by the quoted delivery date(s); however, all dates are estimates and BT shall have no liability to Customer or any third party for any delay in delivery.
- 2.2 Product will be delivered in Dolby® original wrapping to the Customer's locations at the address on the Order.

## 3. ACCEPTANCE OF PRODUCT

- 3.1 Acceptance of the Product occurs upon Customer's receipt and signature for the delivery at the delivery address(es) set forth on the Order.

## 4. RISK AND OWNERSHIP

- 4.1 Unless otherwise specified in the Order (including, without limitation, specification of standard shipping terms), title to the Product, excluding the licensed Software, and all risk of loss or damage shall pass to Customer upon shipment from Dolby's dock.
- 4.2 The Customer will be granted a non-exclusive, non-transferable license from Dolby® as provided in the software license agreement included with the Product shipment or otherwise found on Dolby's website, as applicable.

## 5. PRODUCT RETURN

- 5.1 Hardware validated as Dead on Arrival ("DOA") will qualify for replacement hardware for the affected unit. DOA is considered when Product exhibits hardware failure upon its first use out of the box (that is, if the Product failed during first power up or failed during initial system self-test/boot up) within the first thirty (30) days from the shipment date of Product from BT to the Customer, using DOA assessment criteria as defined within the IT Administrators'



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Guide. The DOA unit must be received by Dolby® within thirty (30) days of the date the replacement was shipped by Dolby® to the Customer. Should the Product not be returned within such thirty (30) day period BT reserves the right to charge the Customer for the Product.

- 5.2 Hardware covered under Dolby's standard one-year Product warranty will qualify for a replacement (free of charge replacement for any manufacturer's defect). The Customer must return the defective unit to Dolby® under RMA, and title shall transfer to Dolby® upon receipt of the defective Product by Dolby®. Upon receipt of the Product from the Customer, Dolby® will ship a new item. The Customer will retain this unit, and Dolby® will retain the defective unit. Dolby® shall be responsible for the delivery of the replacement Product to the Customer, and title shall pass to the Customer upon receipt of the Product.
- 5.3 Hardware covered under Dolby's Premier Service will qualify for an Advanced Replacement (free of charge new replacement) for any manufacturer's defect. Dolby® will cover freight charges, duties, and taxes both to and from the Dolby® repair facility to the Customer's location. The defective unit must be received by Dolby® within thirty (30) days of the date the replacement was shipped by Dolby® to the Customer. Should the Product not be returned within such thirty (30) day period BT reserves the right to charge the Customer for the Product.
- 5.4 For returns of defective Product, Customer must:
- inform BT of the fault, giving details related to the defect,
  - Customer's complete shipping address,
  - Customer's contact name, phone number, email address,
  - the serial number of the defective Product.
- 5.5 For all returns the Customer must obtain Return Material Authorization ("RMA") number from BT. The Customer will be instructed where to return the Product. The lack of technical details related to the defect could cause a delay in turnaround time and/or impact the warranty. If multiple items are being returned, each line item must have a separate RMA asset number and a separate description or defect code. Multiple assets may be returned under one blanket RMA number.
- 5.6 The Customer must ensure that the returned items are appropriately packaged and that the RMA number is clearly displayed on the outside of each returning package together with a completed RMA form contained within the shipping package. Items received without the valid RMA numbers may experience significant delays in processing time. Incorrect or missing RMA information may result in the item(s) being returned to the Customer at their expense (i.e. shipping expenses solely to return the defective items back to the Customer). Defective Product must be returned to the address supplied by BT within thirty (30) days of the Customer logging the fault with BT.
- 5.7 Replacement items are covered for either the balance of the original warranty period remaining on the item or for 120 days from the shipment date of the replacement item, whichever is longer. A defective item under the Premier Service will be covered for replacement until that Premier Service contract expires.

## 6. WARRANTY

- 6.1 By placing an order and purchasing any Dolby® Product, Customer agrees that the terms under Section 6 shall apply to such purchase. Any additional or conflicting terms or conditions contained in such order or other Customer document shall be null and void unless expressly agreed to by Dolby® and/or BT in writing.
- 6.2 The following is Dolby's current version of the Product warranty. Dolby® may modify this Product warranty: (a) immediately in any way which does not reduce or degrade Customer's rights or benefits pursuant to the Product warranty, or (b) in all other instances, on forty five (45) days written notice; provided, however, that the Product warranty in effect at the time of the sale of any Product shall continue to govern such product.
- 6.3 **DISCLAIMER OF WARRANTIES: PRODUCTS MANUFACTURED BY DOLBY® ARE WARRANTED AGAINST DEFECTS IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF PURCHASE (WHICH WILL BE THE DATE THAT THE PRODUCT IS SHIPPED TO CUSTOMER FROM BT OR DOLBY®). IN THE CASE OF SOFTWARE, THE MEDIA ON WHICH THE SOFTWARE IS FURNISHED IS WARRANTED AGAINST DEFECTS IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF NINETY (90)**



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DAYS FROM THE DATE OF PURCHASE AND THE SOFTWARE ITSELF IS WARRANTED FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF PURCHASE DURING WHICH TIME CUSTOMER WILL BE ENTITLED TO RECEIVE BUG AND ERROR FIXES WHICH MAY BE MADE AVAILABLE BY DOLBY®. ALL OTHER WARRANTIES, CONDITIONS AND OTHER TERMS (WHETHER EXPRESS OR IMPLIED) INCLUDING BUT NOT LIMITED TO THOSE RELATING TO NON-INFRINGEMENT OF THIRD-PARTY RIGHTS (INCLUDING, BUT NOT LIMITED TO, TRADEMARK, PATENT AND COPYRIGHT RIGHTS), SATISFACTORY QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE ARE, TO THE FULLEST EXTENT PERMITTED BY LAW, EXCLUDED FROM THIS AGREEMENT.

- 6.4 DURING THE WARRANTY PERIOD, DOLBY® WILL REPAIR, OR AT ITS OPTION REPLACE, COMPONENTS WHICH PROVE TO BE DEFECTIVE, PROVIDED THE PRODUCT OR APPLICABLE COMPONENT IS RETURNED, SHIPPED PREPAID, TO DOLBY® DIRECT OR VIA BT DOLBY® WARRANTS THAT REPLACED OR REPAIRED PRODUCTS OR PARTS THEREOF FOR A PERIOD OF ONE HUNDRED TWENTY (120) CALENDAR DAYS FROM SHIPMENT OR FOR THE DURATION OF THE INITIAL WARRANTY APPLICABLE TO THE PRODUCT, WHICHEVER IS LONGER. DEFECTS CAUSED BY MODIFICATIONS, PHYSICAL DAMAGES, MISUSE, ACCIDENTS, IMPROPER INSTALLATION, ENVIRONMENTAL OPERATING CONDITIONS OR CONNECTIVITY (AUDIO, NETWORK, OR ELECTRICAL), UNAUTHORIZED CUSTOMER REPAIRS, OR ANY FURTHER DAMAGE CAUSED BY INADEQUATE PACKAGING FOR SERVICE RETURN ARE NOT COVERED BY THIS WARRANTY.
- 6.5 No action, regardless of form, arising out of transactions under these terms may be brought by Customer, its successors, agents, and/or assigns, more than one year from date of purchase.
- 6.6 BT AND DOLBY®'S LIABILITY, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE, OR OTHERWISE, SHALL NOT EXCEED THE COST OF REPAIR OR REPLACEMENT OF THE DEFECTIVE COMPONENTS OR ACCUSED INFRINGING DEVICES, AND UNDER NO CIRCUMSTANCES SHALL DOLBY® BE LIABLE FOR THE COST OF SUBSTITUTE PRODUCTS, INCIDENTAL, SPECIAL, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGE TO DATA, SOFTWARE OR RECORDED AUDIO OR VISUAL MATERIAL), COST OF DEFENSE, OR LOSS OF USE, REVENUE, BUSINESS OR PROFIT, EVEN IF DOLBY® OR ITS AGENTS HAVE BEEN ADVISED, ORALLY OR IN WRITING, OF THE POSSIBILITY OF SUCH DAMAGES. NOTHING IN THIS CLAUSE SHALL OPERATE OR BE DEEMED TO OPERATE TO EXCLUDE OR LIMIT LIABILITY TO A GREATER EXTENT THAN IS PERMITTED BY LAW. Should any provision of this Agreement be held to be void, invalid, or inoperative, then such provision and the other related provisions of this Agreement shall be deemed automatically adjusted to conform to the requirements for validity declared at such time and to, as closely as legally permissible, reflect the original intent of Dolby® and Customer. If such provision is of such a nature that it cannot be so adjusted, the provision shall be deemed deleted from this Agreement as though it had never been included herein. In either case, except as set forth above, the remaining provisions of this Agreement shall not be affected.

## 7. CUSTOMER'S RESPONSIBILITIES

- 7.1 When Product reaches the end of its serviceable life, the Customer is responsible for its disposal in accordance with local or international legislation.
- 7.2 The Customer is responsible for ensuring that the Product is not located outside the following approved list of countries:
- <http://www.btconferencing.com/downloads-library/firmware/dolby-phone>

## 8. CHARGES AND PAYMENT TERMS

- 8.1 The Charges for the Product will be calculated in accordance with the terms of this Agreement and the Order. Unless otherwise specified, invoices will be issued upon shipment of the Product.
- 8.2 Customer must pay all Charges in accordance with the details on each invoice within thirty (30) days of the date of BT's invoice, without any set-off, counterclaim or deduction (except as otherwise provided in this Agreement). BT may, in its discretion, add interest charges from the due date to any past due amounts at a rate of 1.5% per month



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or the maximum rate permitted by law, whichever is less.

8.3 BT will invoice and Customer will pay all Charges. Charges are exclusive of all applicable taxes (including but not limited to value-added, sales, use and excise taxes) and regulatory and other fees or surcharges (excluding taxes on the net income or net worth of BT) and any interest and penalties attributable to Customer (collectively, "Taxes"). The Customer will pay all such Taxes, except to the extent a valid exemption certificate is provided by Customer to BT prior to the delivery of Service or Product.

8.4 In the event that payment of any Charges becomes subject to withholding tax, deduction, levy or similar payment obligation, Customer will pay to BT or indemnify it for such additional amounts so that the net amounts received by BT after all deductions and withholdings are not less than what would have been received in the absence of any such requirement to make such deduction or withholding. Should Customer withhold any amounts without first grossing up its payments, or indicate that it will do so, BT may gross up its Charges to reflect such withholding or otherwise include such amounts on its invoices (resulting in BT's being subject to tax by reference to the grossed up amount, while only receiving the net amount). In all cases, Customer will provide BT free of charge with appropriate certificate(s) from the relevant authorities confirming the amount of the taxes, deduction, levies or similar payments withheld by Customer.

## 9. CANCELLATION CHARGES

9.1 Except as provided in Dolby's warranty with regard to warranty claims, all Product sales are final and no returns will be accepted without BT's written agreement.

- a) If Customer cancels an Order before delivery, then (depending on the time of cancellation) BT reserves the right to charge cancellation fees which may include (without limitation) charges for:
  - (i) order processing and management;
  - (ii) Product returns; and/or
  - (iii) the total charge for the Product and associated license fees.

BT will use reasonable efforts to keep such charges to a minimum.

- b) Notwithstanding the provisions of this Section 9.5, BT will not accept cancellation from Customer for Product that has been delivered or is in the process of being shipped by Dolby®. In such event the Customer shall be liable for the full charge(s) specified on the Order for the Product.
- c) In the event of total or partial cancellation of any Order after BT's acceptance, Customer agrees to pay BT as a Charge any cancellation, restocking or shipment fees imposed by Dolby®.

9.2 If the Customer delays or prevents the delivery of the Product, BT may apply reasonable additional charges for any costs that it incurs.

9.3 Unless otherwise stated in the Order, Product prices exclude shipping charges. Delivery is completed within Business Hours, and Customer will be liable for any additional charges for Delivery outside of Business Hours.

9.4 Customer shall pay BT the purchase price, as set forth in the Order, and all applicable shipping, handling and insurance charges. BT will use standard ground shipping unless otherwise stated in the Order, or as requested by the Customer. BT shall advise Customer if a shipping option other than the standard ground shipping will apply, or if any special handling charges will apply, and Customer may elect to confirm or cancel the Purchase Order subject to this Section 9.

9.5 In the event Customer wishes to dispute any amount in an invoice, Customer shall promptly, but in no event later than the payment due date, notify BT in writing of any amount in an invoice that it, in good faith, disputes, together with all information relevant to the dispute and an explanation of the amount disputed. Customer must pay all undisputed amounts when due. Disputes shall be resolved promptly and any resolved amount paid or credited within sixty (60) days after resolution. Interest will accrue from the due date on subsequent payments of amounts withheld or from the date of overpayment for credits on overpayments refunded.

9.6 Without prejudice to any other provision of this Agreement, if Customer fails to pay any undisputed amounts when due and fails to cure that breach, BT reserves the right to (a) suspend or terminate provision of the Product or other services; (b) recover any Product, in which case Customer shall pay to BT any recovery Charges as may be



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specified by BT to Customer; and/or (c) pursue any other remedies it may have at law or equity.

#### 10. INTELLECTUAL PROPERTY

- 10.1 The Customer will keep the Software, any operating manuals and any other documentation supplied with the Product confidential, and will not disclose them other than to its employees, agents or contractors who need to use them to operate the Product. The Customer will ensure that such employees, agents and contractors abide by the provisions of this Section 10.
- 10.2 The license granted to the Customer shall be for the use of the Software in object code form only, and solely as provided for in Dolby's warranty and Software license, or End User License Agreement, as applicable.
- 10.3 The Customer shall contact Dolby® directly and promptly (and shall notify BT, copying any correspondence to BT), in the event of any breach or potential breach of Dolby's software license.
- 10.4 Neither Party acquires any rights to the other Party's patents, copyrights or other intellectual property under this Agreement, except as expressly provided otherwise under this Agreement. Neither Party may use any Marks of the other Party, except as expressly provided otherwise under this Agreement.
- 10.5 Ownership of and all intellectual property rights in any Product, Software, operating manuals and associated documentation, made available as part of any Service or otherwise generated in connection with this Agreement, shall remain the property of BT or its Product Manufacturers, as applicable. BT grants Customer a non-transferable and non-exclusive license to use, in object code form, all Software, provided that Customer complies with this Agreement, applicable third party license terms and documentation associated with the Product or Services. Customer will not copy, decompile or modify or reverse engineer any Software or knowingly permit anyone else to do so, except as expressly permitted by BT in writing or otherwise provided at law. The term of any license granted by BT under this section, is coterminous with the term for the Service with which the Software is associated.
- 10.6 Customer will not directly or indirectly disassemble, reverse engineer or de-compile the Product or any other updates or upgrades to the Product embodying or performing Dolby® intellectual property which may be provided by Dolby® as updates to the Product.

#### 11. SOFTWARE

- 11.1 If any product purchased includes software, such software shall be subject to the license agreement accompanying such software ("The End User License Agreement"), of copy of which is available at the following link: <http://www.btconferencing.com/downloads-library/firmware/dolby-phone/>. If applicable, this software is commercial computer software developed exclusively at private expense, and is provided to the US government only as commercial computer software (with "Restricted Rights," as applicable). Use, duplication, and disclosure by civilian agencies of the US government shall be in accordance with the terms of this Agreement 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 Agreement.
- 11.2 Software containing open source components and such other third party components are subject to the applicable licensing terms and conditions. From time to time, the Dolby® may include additional third party software and components subject to third party terms and conditions of use.

#### 12. CONFIDENTIALITY

- 12.1 BT and Customer shall keep in confidence any Confidential Information obtained during the term of this Agreement and shall not divulge the same to any person (other than their or their Affiliate's employees, representatives, contractors, and professional advisors who need to know the information) without the consent of the other Party.
- 12.2 This Section 12 shall not apply to information that is: (a) in the public domain other than in breach of this Agreement; (b) in the possession of the receiving Party before such divulgence has taken place; (c) obtained from a third party who is free to divulge the same; or (d) is independently developed without use of any Confidential



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Information of the other Party.

- 12.3 If either Party receives a demand from a governmental authority or court to disclose the other Party's Confidential Information, it may comply with such demand if it has (a) satisfied itself that the demand is lawful; (b) where possible, given the other Party the maximum written notice permissible under the demand in order for it to object to the demand; (c) marked the required information as Confidential Information of the other Party.
- 12.4 The receiving Party must, for a period of three (3) years following the expiration or termination of this Agreement (except in the case of Software, which shall be for an indefinite period) keep such Confidential Information in confidence and use the Confidential Information only for the purposes of performing this Agreement.
- 12.5 The receiving Party shall return or destroy any Confidential Information upon the request of the disclosing Party.
- 12.6 A violation of this Section 12 might cause irreparable harm to the disclosing Party, for which monetary damages may be inadequate and injunctive relief may be sought for a breach of this Section 12.

### 13. TERMINATION

- 13.1 This Agreement shall commence on the date that the Order Form is effectively signed by authorized representatives of both Parties.
- 13.2 Either Party may terminate this Agreement immediately on notice, if the other Party is the subject of a bankruptcy order, or becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of its creditors, or goes into voluntary (otherwise than for reconstruction or amalgamation) or compulsory liquidation, or a receiver or administrator is appointed over its assets, or if the equivalent of any of those events occurs under the laws of any of the relevant jurisdictions to the other Party.
- 13.3 Either Party may terminate this Agreement immediately on notice if the other: commits a material breach of this Agreement which is capable of cure, and fails to cure the breach within sixty (60) days of a written notice to do so or commits a material breach of this Agreement which cannot be cured. Termination for breach is without prejudice to any other available right or remedy arising from the breach.
- 13.4 If BT terminates this Agreement pursuant to Section 13.2 or 13.3, Customer must pay BT any applicable cancellation charges specified in this Agreement.

### 14. LIMITATION OF LIABILITY

- 14.1 NEITHER PARTY EXCLUDES OR RESTRICTS IN ANY WAY ITS LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM ITS OWN NEGLIGENCE OR WILLFUL MISCONDUCT OR FOR FRAUDULENT MISREPRESENTATION.
- 14.2 SUBJECT TO SECTION 14.1, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY, WHETHER IN CONTRACT, TORT, UNDER STATUTE OR OTHERWISE HOW SO EVER ARISING IN CONNECTION WITH THIS AGREEMENT FOR (A) ANY LOSS OF PROFITS, BUSINESS CONTRACTS, ANTICIPATED SAVINGS, REPUTATION, GOODWILL (INCLUDING PECUNIARY LOSSES ARISING FROM LOSS OF GOODWILL), OR REVENUE; (B) LOSS OF OPPORTUNITY, BUSINESS INTERRUPTION, CONTRACTS, LOSS OF EXPENDITURE OF TIME BY PERSONNEL OR WASTED EXPENDITURE, ANY LOSS OR CORRUPTION OR DESTRUCTION OF DATA; (C) ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER; AND/OR (D) ANY LOSS ARISING FROM THE TRANSMISSION OF VIRUSES, WHETHER OR NOT THAT PARTY WAS ADVISED IN ADVANCE OF THE POSSIBILITY OF ANY SUCH LOSSES OR DAMAGES.
- 14.3 SUBJECT TO SECTIONS 14.1 AND 14.2, THE LIABILITY OF EITHER PARTY TO THE OTHER, WHETHER IN CONTRACT, TORT, UNDER STATUTE OR OTHERWISE HOW SO EVER ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED THE AMOUNTS PAID TO BT UNDER THIS AGREEMENT, AND WILL NOT LIMIT A PARTY'S LIABILITY FOR, AMOUNTS DUE IN PAYMENT FOR PRODUCT PROVIDED, OR AMOUNTS PAYABLE UNDER THE TERMS OF THIS AGREEMENT



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(INCLUDING BUT NOT LIMITED TO CANCELLATION CHARGES).

14.4 Except as may be otherwise specifically provided under this Agreement, the obligations and responsibilities of BT under this Agreement are solely to Customer and not to any third party. To the extent permitted by law, Customer will indemnify BT against any liabilities or costs arising from any and all claims by any third party in connection with the use of the Services.

## 15. COMPLIANCE WITH LAWS

Both Parties agree to comply with all laws and regulations that apply to its activities under this Agreement.

## 16. NOTICES

Notices given under this Agreement must be in writing and shall be sent by prepaid post, facsimile or by electronic mail to: (a) the other Party to an Order at the address, fax number or email address set out on the Order; or (b) any other addressee at any other address that a Party has given to the other for that purpose. Notices shall be deemed to have been given by the sender and received by the addressee: (a) if sent by prepaid post, three (3) Business Days from and including the date of postage; or (b) if sent by facsimile, when transmitted to the addressee; but if transmission is on a day that is not a Business Day or after 4:00pm in the addressee's time zone, it is deemed to be duly given and received on the next Business Day; or (c) if sent by electronic mail, when sent to the addressee.

## 17. ASSIGNMENT AND SUBCONTRACTING

- a. Either Party reserves the right to assign all or part of this Agreement at any time to any Affiliate that can sufficiently execute the obligations under this Agreement, subject to providing the other Party prior written notice of such assignment. Any assignment to a party other than an Affiliate requires the prior written agreement of the other Party, which shall not be unreasonably withheld.
- b. This Agreement will be binding on, and inure to the benefit of, the Parties and their successors and permitted assigns.
- c. BT may subcontract the performance of any of its obligations under this Agreement, but without relieving BT from any of its obligations to Customer. The Customer agrees and understands that it may need to interact directly with any such subcontractor for ordering, provisioning or maintaining the Product.

## 18. FORCE MAJEURE

18.1 Neither Party shall be liable for failure to perform its obligations caused by or resulting from force majeure, which shall include but not be limited to events that are unpredictable, unforeseeable, irresistible and beyond the Parties' control, such as any extremely severe weather, flood, landslide, earthquake, storm, lightning, fire, subsidence, epidemic, acts of terrorism, military hostilities (whether or not war is declared), riot, explosions, strikes or other labor unrest, civil disturbance, sabotage, expropriation by governmental authorities, explosion, electrical or communication line failure, Product failure or non-delivery, inability to obtain materials or other act or any event that is outside the reasonable control of the concerned Party. In the event of such a force majeure, the affected Party shall be entitled to a reasonable extension of time for the performance of its obligations under this Agreement.

18.2 If any of the events detailed in Section 18.1 continue for more than thirty (30) days, either Party may serve notice on the other terminating the affected part of the Service, without liability to the other Party.

## 19. EXPORT, RE-EXPORT, TRANSFER & USE CONTROLS

19.1 Product, technology and technical information are subject to U.S. and local export control laws and regulations. Customer shall comply with such laws and regulations governing use, export, re-export, and transfer of products, technology and services and will obtain all required U.S. and local authorizations, permits or licenses. Customer certifies that they are not on the U.S. Department of Commerce's Denied Persons List or affiliated lists, on the U.S. Department of Treasury's Specially Designated Nationals List or on any U.S. Government export exclusion lists.



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The export obligations under this clause shall survive the expiration or termination of this Agreement.

**20. GOVERNING LAW AND JURISDICTION**

20.1 The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws, and Customer agrees to submit to the jurisdiction of the court, set forth below based in the applicable region that Customer is located:

Region	Governing Law	Court Jurisdiction
Countries in European Economic Area	England	English Courts
All other countries	State of New York	Courts of New York

20.2 All agreements will be interpreted and construed in accordance with the English language. The parties agree that the UN Convention for the International Sale of Goods will have no force or effect on these terms and conditions.

**21. ENTIRE AGREEMENT**

21.1 This Agreement supersedes all prior oral or written understanding between the Parties and constitutes the entire agreement with respect to the subject matter. The terms and conditions of this Agreement shall not be modified, amended or supplemented except as agreed in writing and signed by authorized representatives of the Parties. This Agreement shall take precedence over and supersede all terms and conditions contained in any purchase orders or similar documents issued by Customer.

**22. SURVIVAL OF OBLIGATIONS**

22.1 The Parties' rights and obligations, which, by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration hereof.

**23. INDEPENDENT CONTRACTOR**

23.1 BT and Customer are independent parties. Neither company nor their employees, consultants, contractors or agents are agents, employees or joint venturers of the other party, nor do they have the authority to bind the other party by contract or otherwise to any obligation. Neither party will represent to the contrary, either expressly, implicitly, by appearance or otherwise.

**24. GENERAL**

24.1 The Parties acknowledge and agree that they have not been induced to enter into this Agreement by any representation, warranty or other assurance not expressly incorporated into this Agreement. Except as otherwise specifically provided in this Agreement, no failure to exercise, or delay in exercising, any right, power or privilege set forth in this Agreement will operate as a waiver of any right, power or privilege. If any provision of this Agreement is held to be invalid or unenforceable, it will be severed from this Agreement, the remaining provisions will remain in full force and effect and the Parties will promptly negotiate a replacement.

**25. DEFINITIONS**

**"Affiliate"** of a Party means any entity which controls, is controlled by, or is under common control with such Party;

**"Product"** means Dolby® Conference Phone (including any Software) and sometimes referred to as "Product", that is purchased by Customer from BT or a BT Affiliate



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	pursuant to this Agreement;
<b>"Business Hours"</b>	means the local working hours where a Site is located unless otherwise advised to the Customer by BT shall mean 09.00am – 5.00pm local time;
<b>"Charges"</b>	means the charges and fees payable for Product and cancellation as applicable;
<b>"Confidential Information"</b>	means all documentation, technical information, Software, business information or other materials that would reasonably be considered to be confidential that are disclosed by either Party to the other during the term of this Agreement;
<b>"Customer"</b>	means the entity named on the Order;
<b>"Order"</b>	means the Order form included with this Agreement, filled out with all necessary information, and accepted by both Parties;
<b>"Party"</b>	means either BT or Customer; "Parties" means both BT and Customer;
<b>"Premier Service"</b>	means a contract for additional support and warranty;
<b>"Software"</b>	means all software and associated written and electronic documentation and data furnished by BT and/or Dolby.