

*Foundation Membership Application Form*

*Please submit the completed form to:* [*InnovationNetwork@ShoreTel.com*](mailto:InnovationNetwork@ShoreTel.com)

Thank you for your interest in being a Foundation member in the ShoreTel Innovation Network. Please review the Innovation Network Program Guide so that you can understand the overall process and steps required to participate in the program.

To enable us to efficiently process your application, please make sure to complete this form in its entirety and return it together with your signed Foundation Member (Developer) License Agreement via our email alias above. You should expect to receive an email confirming your registration within one week of receipt of these forms. At that point all of your listed company contacts will be authorized to access both the Innovation Network Member Portal containing all technical resources as well as our Forum which is open to registered members only.

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| Company  Name |  |

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| Company Type | We are a:  ShoreTel Customer  ShoreTel Reseller  Other (3rd party developer or technology provider) |

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| --- | --- | --- |
| Company  Address | Mailing Address: |  |
| Website address: |  |
| Prime Contacts | Name & Title: |  |
| Email: |  |
| Phone: |  |
| Technical Contact | Name & Title: |  |
| Email: |  |
| Phone: |  |
| Marketing Contact | Name & Title: |  |
| Email: |  |
| Phone: |  |

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| Please describe the solution(s) and/or application(s) that you plan to create which would be interoperable with ShoreTel: | |
| 1. |  |
| 2. |  |
| 3. |  |

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| Please list which ShoreTel Interfaces you plan to use in the development process: |

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| Please include here any miscellaneous comments to further characterize your interest in ShoreTel and/or the Innovation Network: |

*Please submit the completed form to:* [*InnovationNetwork@ShoreTel.com*](mailto:InnovationNetwork@ShoreTel.com)

**FOUNDATION MEMBER (DEVELOPER) LICENSE AGREEMENT**

This Foundation Member (Developer) License Agreement (this “Agreement”) is effective as of the date both parties have signed by and between ShoreTel, Inc., as licensor (“ShoreTel”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, having a principal place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Licensee”).

WHEREAS, Licensee develops certain Unified Communications applications either for its own use by its own internal communications network and/or for use by others; and

WHEREAS, Licensee wishes to obtain a Foundation Member (Developer) License from ShoreTel to be able to better integrate its applications with ShoreTel’s product line; and

WHEREAS, Licensee is willing to accept the terms and conditions of this Agreement which include ShoreTel’s right to cancel the license to the extent the application harms ShoreTel’s goodwill in the marketplace as a result of the failure of Licensee’s application to perform as specified, in ShoreTel’s reasonable discretion.

NOW THEREFORE, in consideration of the mutual covenants by and between the parties hereto and other good and valuable consideration, the parties hereby agree as follows:

1. LICENSE GRANT:
2. ShoreTel hereby grants to Licensee a non-exclusive, non-transferable limited license to use, in strict accordance with the terms of this Agreement, those certain proprietary ShoreTel Software Interfaces (“SIs,” as set forth in the “ShoreTel Innovation Network System Interface Catalog” attached hereto and incorporated herein by reference), for the sole purpose of developing the following integrated applications (“Integrated Applications”) and/or connecting the following interoperable products (“Interoperable Products”). If this section is left blank, this license may be null and void at ShoreTel’s sole discretion.

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1. ShoreTel may amend the above referenced ShoreTel Innovation Network System Interface Catalog from time to time to add or delete SIs, among other things. Licensee’s access to SIs (along with necessary documentation and support) will be provided via a password protected website.
2. Licensee may only use SIs to integrate the Integrated Applications or Interoperable Products with the ShoreTel product line.
3. Licensee agrees to identify for ShoreTel any Integrated Applications or Interoperable Products that it markets, licenses, distributes, or sells, directly or indirectly, to dealers or users of the ShoreTel product line.
4. The SIs are licensed to Licensee by Licensor on an “as is” basis and without any warranty whatsoever, expressed, implied, or otherwise. There is no warranty of non-infringement with respect to the SIs. ShoreTel shall have the right to cancel the license granted hereunder should Licensee’s Integrated Application(s) and/or Interoperable Products, in ShoreTel’s sole reasonable discretion, materially harm the good will of ShoreTel in the marketplace. Before cancelling the license, however, ShoreTel agrees to give Licensee thirty (30) days written noticeand an opportunity to cure theproblem giving rise to the harm. Cure shall include remediating the problem and retrofitting any Integrated Applications or Interoperable Products already in the field. Should ShoreTel cancel the license, Licensee covenants not to sue Licensor for such cancellation and Licensee agrees to immediately cease distribution of the Integrated Applications or Interoperable Products.
5. Licensee agrees, to the extent it does not already have access to a ShoreTel system, to purchase one (1) system and technical support services from ShoreTel, at discounted demo system and standard technical support pricing, for the sole purpose of utilizing such system in order to create a tight integration of its Integrated Applications and/or Interoperable Products. Licensee may not use such system for its own communication purposes. Licensee agrees not to transfer such system to another without first offering it back to ShoreTel at the price paid, less depreciation. Use of the ShoreTel system is subject to the End User License Agreement set forth on Exhibit A.
6. Licensee agrees to indemnify, defend and hold ShoreTel, as well as its authorized distributors and resellers, harmless from any and all third party claims arising out of breach of this Agreement by Licensee, or arising out of infringement caused by Licensee, including infringement caused by the combination of Integrated Applications and/or Interoperable Products with ShoreTel products, or arising out of the marketing, distributing, licensing and/or sale of the Integrated Application(s) and/or Interoperable Products. ShoreTel likewise agrees to indemnify, defend and hold Licensee harmless from any third party claims arising out of the breach of this Agreement by ShoreTel or third party claims of infringement caused by use of a SI. Indemnification shall be the sole remedy to the indemnified party for any such third party claim, and shall be subject to the indemnified party providing sole control to the indemnifying party over the defense and settlement of such claim.

1. AUDIT RIGHTS. ShoreTel shall have the right, at its own cost and expense, to have an independent third party audit Licensee’s books, systems and records for the purposes of verifying compliance with this Agreement; provided that Licensor shall not be entitled to conduct an audit more frequently than once per calendar year during regular business hours and shall afford Licensee not less than thirty (30) days’ prior written notice.
2. CONFIDENTIALITY. Licensee agrees to sign ShoreTel’s standard mutual nondisclosure agreement contemporaneously herewith, unless a similar nondisclosure agreement has already been executed.
3. TITLE. ShoreTel retains all right, title and interest in the SIs and, except to the extent expressly and unambiguously licensed herein, all other rights to the SIs are reserved by ShoreTel and all copies and derivative works, modifications, enhancements, improvements, or changes thereto (by trade secret rights and other proprietary rights in the SIs and all documentation related thereto remain with Licensor. Licensee agrees not to copy any portion of or all of a SI, except to make permitted archive copies and/or to make copies of Licensor provided sample code for purposes of creating an Integrated Application or Interoperable Product and/or for the purpose of issuing permitted run-time licenses for which payment has been duly made to Licensor.

7. SHORETEL INNOVATION NETWORK. ShoreTel has developed an Innovation Network to enable the development of interoperable applications, which such Network has several levels of membership of which Foundation is the introductory level. In the event that Licensee signs an agreement to become an Alliance member, such agreement will be read *in pari materia* with this Agreement. Licensee may not claim certification of interoperability with ShoreTel products without certification by the Innovation Network program.

1. LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY, EXCEPT WITH RESPECT TO INDEMNIFICATION DUTIES, BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.
2. RELATIONSHIP OF THE PARTIES. The parties are both independent contractor and not agents of the other. Neither party shall have any right or authority to act on behalf of the other or represent that it has such right or authority.
3. ASSIGNMENT. This Agreement may not be assigned by either party without prior written permission from the other, which permission shall not be unreasonably withheld.
4. TERM. This Agreement shall commence upon execution and shall continue until terminated pursuant to section 12 below.
5. TERMINATION. This Agreement may be terminated as follows:
6. By either party after providing thirty (30) days written notice to the other if the other party has ceased conducting its normal business, made a general assignment for the benefit of creditors, admitted in writing an inability to pay its debts as they mature, suffered or permitted the appointment of a receiver for its business or assets or availed itself of, or become subject to, any authority relating to insolvency or the protection of rights of creditors.
7. By either party for cause upon at least thirty (30) days prior written notice to the defaulting party, in the event that a party fails to perform any of its material obligations hereunder and fails to cure such within the thirty (30) day notice period. It shall also be a material breach of this Agreement should ShoreTel receive repeated complaints about the Integrated Application or Interoperable Product from its customers and should Licensee fail, after thirty (30) days notice and opportunity to cure, in ShoreTel’s reasonable discretion, said customer satisfaction problems.
8. By either party should the other party sell all or substantially all of its assets to or merge with a competitor of the other party.
9. By ShoreTel, for its convenience, upon ninety (90) days prior written notice.
10. ATTORNEY FEES. In any dispute arising hereunder the prevailing party shall be entitled to reasonable attorney fees and court costs.

14. ENTIRE AGREEMENT. This Agreement, including all exhibits, constitutes the entire understanding and contract between the parties and supersedes any and all prior or contemporaneous oral or written communications regarding the subject matter of this relationship.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date both parties have signed below.

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| **Licensee** | | | |
|  | Licensee: |  |  |
|  | Signature: |  |  |
|  | Print Name: |  |  |
|  | Title: |  |  |
|  | Date: |  |  |
|  |  |  |  |

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| **ShoreTel, Inc.** | | | |
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|  | By | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |
|  | Print Name | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |
|  | Title | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |
|  | Date | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |
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**Exhibit A - End User License Agreement**

This End User License Agreement (the "Agreement") is a legal Agreement between you (either an individual or an entity) and ShoreTel, Inc. (the "Company"), regarding the use of The Company's software, which may include user documentation provided in "online" or electronic form (the "Software"). By installing, copying, or otherwise using the Software product described in the cover sheet, you agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, promptly return all CDs, packages and accompanying items (including printed materials and binders or other containers) to the place you obtained them for a full refund.

**Grant of License**. This Agreement permits you to use the software products you acquired for internal purposes only. The Software is "in use" on a computer when it is loaded into the temporary memory (i.e. RAM) or installed into the permanent memory (e.g., hard disk, CD-ROM, or other storage device) of that computer.

**Copyright**. The Software is owned by The Company or its suppliers or licensors and is protected by United States copyright laws and international treaty provisions. Therefore, you may not use, copy, or distribute the Software without authorization.

**Restrictions**. You may not rent, lease, loan or sublicense the Software. Except as expressly provided herein, you may not transfer any or all of your rights under this Agreement. You may transfer your rights under this Agreement with prior written consent from the Company in case you are acquired or merge with other entity, provided you transfer this Agreement, the Software and all accompanying printed materials, retain no copies, and the recipient agrees to the terms of this Agreement. You may not modify, decompile, disassemble, reverse engineer or otherwise attempt to derive the source code of the Software, except to the extent the foregoing restriction is expressly prohibited by applicable law. You may not modify or create derivative works based upon the Software. ALL RIGHTS NOT EXPRESSLY GRANTED HEREIN ARE RESERVED BY THE COMPANY.

**Compliance Assurance**. To ensure compliance with the terms of this Agreement, the Company shall have the right to inspect and audit all the books and records relevant to the use of the licenses granted hereunder and reserves the right to request that you conduct an internal audit at any time. If such audit shall disclose any discrepancy between the licenses purchased and the licenses used, you shall promptly pay the Company for any amounts underpaid, together with interest thereon at a rate of 1.5% per month or partial month during which such amount was owed and unpaid, or the highest rate allowed by law, from the date such amount became due until finally paid.

**Limited Warranty**. The Company warrants that the media on which the Software is furnished under normal use will be free from defects in materials and workmanship for a period of ninety (90) days from the date of receipt. This warranty is valid only for the original purchaser. Some states do not allow limitations on implied warranties, so the above limitation may not apply to you. The Company's entire liability and your exclusive remedy under this warranty will be replacement of the defective media that does not meet the Company's limited warranty and that is returned to the Company or a Company authorized representative with a copy of your receipt. This limited warranty is void if failure of the Software has resulted from accident, abuse, or misapplication. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

NO OTHER WARRANTIES. YOU ASSUME ALL RESPONSIBILITIES FOR SELECTION OF THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE SOFTWARE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT WITH RESPECT TO THE SOFTWARE AND THE ACCOMPANYING WRITTEN MATERIALS. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS THAT VARY FROM STATE TO STATE.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES. YOU ASSUME THE ENTIRE COST OF ANY DAMAGE RESULTING FROM THE INFORMATION CONTAINED IN OR COMPILED BY THE SOFTWARE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE COMPANY OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE COMPANY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES IN ANY ONE OR MORE CAUSE OF ACTION EXCEED THE AMOUNT PAID BY YOU FOR THE SOFTWARE. THIS LIMITATION WILL APPLY REGARDLESS OF THE FAILURE OF ANY ESSENTIAL REMEDY. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

**U.S. Government-Restricted Rights**. The Software and 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 U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

**Export Restrictions**. You may not download, export, or re-export the Software (a) into, or to a national or resident of, any country to which the United States has embargoed goods, or (b) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the Software, 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.

**General**. This Agreement is governed by the laws of the United States and the State of California, without reference to conflict of laws principles. Any dispute between you and the Company regarding this Agreement will be subject to the exclusive venue of the state and federal courts in the state of California. The Company's licensors are third party beneficiaries of this Agreement and certain provisions herein are made expressly for the benefit of, and are enforceable by, such licensors. This Agreement is the entire agreement between you and the Company and supersedes any other communications or advertising with respect to the Software and documentation. If any provision of this Agreement is held invalid, the remainder of this Agreement will continue in full force and effect.

Should you have any questions concerning this Agreement, or if you desire to contact the Company for any reason, please contact: Legal Department, ShoreTel Inc., 960 Stewart Drive, Sunnyvale, CA 94085.

This Agreement is made by and between **ShoreTel, Inc**. (“Company”), a California Corporation having a principal place of business at 960 Stewart Dr., Sunnyvale, CA 94086, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a(n)  individual,  partnership,  corporation (check the appropriate box), having a principal place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Other Party”)

1. Definition of Confidential Information. “Confidential Information” asused in this Agreement shall mean any and all technical and non-technical information including financial information,. “Confidential Information” may also include information disclosed to a disclosing party by third parties. Any such information disclosed by the disclosing party (“Discloser”) will be considered Confidential Information by the receiving party (“Recipient”), only if such information is conspicuously designated as “Confidential,” or if provided orally, identified as confidential at the time of disclosure and confirmed in writing within thirty (30) days of disclosure.

2. Nondisclosure and Nonuse Obligation. Each of the parties agrees that it will not make use of, disseminate, or in any way disclose any Confidential Information of the other party to any person, firm or business, except to the extent necessary for negotiations, discussions, and consultations with personnel or authorized representatives of the other party, and any purpose the other party may hereafter authorize in writing. Furthermore, the existence of any business negotiations, discussions, consultations or agreements in progress between the parties shall not be released to any form of public media without written approval of both parties. Each of the parties agrees that it shall treat all Confidential Information of the other party with the same degree of care as it accords to its own Confidential Information, and each of the parties represents that it exercises reasonable care to protect its own Confidential Information. If either party is not an individual, such party agrees that it shall disclose Confidential Information of the other party only to those of its employees who need to know such information and certifies that such employees have previously agreed, either as a condition to employment or inorder to obtain the Confidential Information, to be bound by terms and conditions substantially similar to those of this Agreement. Recipient will immediately give notice to Discloser of any unauthorized use or disclosure of the Confidential Information. Recipient agrees to assist Discloser in remedying any such unauthorized use or disclosure of the Confidential Information.

3. Exclusions from Nondisclosure and Nonuse Obligations. Each party's obligations under Paragraph 2 (“Nondisclosure and Nonuse Obligations”) with respect to any portion of the other party's Confidential Information shall terminate when the party seeking to avoid its obligation under such Paragraph can document that (i) it wasin the public domain at or subsequent to the time it was communicated to Recipient by Discloser through no fault of Recipient; (ii) it was rightfully in Recipient's possession free of any obligation of confidence at or subsequent to the time it was communicated to Recipient by Discloser; (iii) it wasdeveloped by employees or agents of Recipient independently of and without reference to any information communicated to Recipient by Discloser; (iv) it was communicated by the Discloser to an unaffiliated third party free of any obligation of confidence; or (v) the communication was in response to a valid order by a court or other governmental body, was otherwise required by law or was necessary to establish the rights of either party under this Agreement.

4. Ownership of Confidential Information and Other Materials. All Confidential Information, and any Derivatives thereof whether created by Discloser or Recipient, remain the property of Discloser and no license or other rights to Confidential Information is granted or implied hereby. For purposes of this Agreement, “Derivatives” shall mean: (i) for copyrightable or copyrighted material, any translation, abridgement, revision or other form in which an existing work may be recast, transformed or adapted; (ii) for patentable or patented material, any improvement thereon; and (iii) for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be

protected by copyright, patent and/or trade secret. All materials (including without limitation, documents, drawings, models, apparatus, sketches, designs and lists) furnished to one party by the other, and which are designated in writing to be the property of such party, shall remain the property of such party and shall be returned to it promptly at its request, together with any copies thereof.

5. Independent Development. Discloser understands that Recipient may currently or in the future be developing information internally, or receiving information from other parties, that may be similar to Discloser's information. Accordingly, nothing in this Agreement will be construed as a representation or inference that Recipient will not develop products, or have products developed for it, that without violation of this Agreement compete with the products or systems contemplated by Discloser's Confidential Information.

6. Disclosure of Third Party Information. Neither party shall communicate any information to the other in violation of the proprietary rights of any third party.

7. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED “AS IS” AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

8. No Export. Neither party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the timeof export requires an export license or other government approval withoutfirst obtaining such license or approval.

9. Term. ThisAgreement shall govern all communications between theparties that are made during the period from the effective date of this Agreement to the date on which either party receives from the other written notice that subsequent communications shall not be so governed, provided, however, that each party's obligations under Paragraph 2 (“Nondisclosure and Nonuse Obligations”) with respect to Confidential Information of the other party which it has previously received shall continue in perpetuity unless terminated pursuant to Paragraph 3 (“Exclusions from Nondisclosure and Nonuse Obligations”).

10. No Assignment. The Other Party will not assign or transfer any rights or obligations under this Agreement without the prior written consent of the Company.

11. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by telecopy or facsimile transmission upon acknowledgement of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth above or such other address as either party may specify in writing.

12. Governing Law. This Agreement shall be governed in all respects by the lawsof the United States of America and 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.

13. Severability. Should any provisions of this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

14. Waiver. The waiver by Discloser of a breach of any provision of this Agreement by Recipient shall not operate or be construed as a waiver of any other or subsequent breach by Recipient.

15. Injunctive Relief. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to Discloser for which there will be no adequate remedy at law, and Discloser shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).

16. Entire Agreement. This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous oral or written agreements concerning such

Confidential Information. This Agreement may only be changed by mutual agreement of authorized representatives of the parties in writing.

In Witness Whereof, the parties have executed this Agreement as of the date first written above.

**“OTHER PARTY”**

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| By: |  | |
| Print Name: | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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**SHORETEL, INC.**

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| Print Name: | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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