

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
LAREDO DIVISION**

In re:

LIFESIZE, INC.,

Debtors.<sup>1</sup>

Chapter 11

Case No. 23-50038 (DRJ)

(Jointly Administered)

**NOTICE TO CONTRACT PARTIES TO  
POTENTIALLY ASSUMED EXECUTORY CONTRACTS**

**YOU ARE RECEIVING THIS NOTICE BECAUSE YOU ARE A  
COUNTERPARTY TO A CONTRACT SET FORTH ON THE ATTACHED  
EXHIBIT A WITH ONE OR MORE OF THE DEBTORS THAT  
MAY CONSTITUTE AN EXECUTORY CONTRACT**

**PLEASE TAKE NOTICE:**

1. On June 6, 2023, the United States Bankruptcy Court for the Southern District of Texas (the “Court”) entered the *Order (I) Approving Bidding Procedures for the Sale of the Debtors’ Assets, (II) Approving Bid Protections, (III) Scheduling Certain Dates with Respect Thereto, (IV) Approving the Form and Manner of Notice Thereof, and (V) Approving Contract Assumption and Assignment Procedures* [Docket No. 123] (the “Bidding Procedures Order”),<sup>2</sup> authorizing the Debtors to conduct an auction (the “Auction”) to select a party or parties to purchase substantially all of the Debtors’ assets (the “Sale”). The Auction will be governed by the bidding procedures (attached to the Bidding Procedures Order as Exhibit 1 the “Bidding Procedures”).

2. Under the Bidding Procedures and the terms of any Successful Bid, the Debtors **may** assume and assign to the Successful Bidder on approval of the Sale certain of the contracts listed on **Exhibit A** attached to this notice, which may constitute executory contracts under Bankruptcy Code § 365. You are receiving this notice because you are a counterparty to a contract listed on Exhibit A. The Debtors have conducted a review of their books and records and have determined the potential cure amount for unpaid monetary obligations under the contracts on Exhibit A (the “Cure”).

3. If you disagree with the proposed Cure listed on Exhibit A for your contract, or

<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification number, are: Lifesize, Inc. (5803); SL Midco 1, LLC (6980), SL Midco 2, LLC (9192); Serenova, LLC (9208); Telstrat, LLC (5255); LO Platform Midco, Inc. (5738); Serenova WFM, Inc. (2823); and Light Blue Optics, Inc. (7669). The Debtors’ service address is 216 West. Village Blvd., Suite 102, Laredo, TX 78041.

<sup>2</sup> Capitalized terms used but not defined in this notice are defined in the Bidding Procedures Order.

object to a proposed assignment to the Successful Bidder of your contract, or object to the ability of the Successful Bidder to provide adequate assurance of future performance with respect to your contract, your objection must: (a) be in writing; (b) comply with the applicable provisions of the Bankruptcy Rules, Bankruptcy Local Rules, and any order governing the administration of these chapter 11 cases; (c) state with specificity the nature of the objection and, if the objection pertains to the proposed Cure, state the correct cure amount alleged to be owed to you, together with any applicable and appropriate supporting documentation; and (d) be filed with the Court and served on the Debtors' counsel, Pachulski Stang Ziehl & Jones LLP, 10100 Santa Monica Blvd, 13th Floor, Los Angeles, CA 90067, Attn.: Jeffrey Pomerantz (jpomerantz@pszjlaw.com) and Jordan Kroop (jkroop@pszjlaw.com), and the U.S. Trustee for the Southern District of Texas, 515 Rusk Street, Suite 3516, Houston, Texas 77002, Attn.: Aubrey Thomas (aubrey.thomas@usdoj.gov), no later than **July 5, 2023, at 4:00 p.m. (Central Time)** (the "Objection Deadline").

4. If you don't file an objection by the Objection Deadline to the Cure, the proposed assignment and assumption of your contract, or adequate assurance of the Successful Bidder's ability to perform, then, if your contract constitutes an executory contract subject to assumption under Bankruptcy Code § 365 *and* if the Debtors seek an order from the Bankruptcy Court approving their assumption and assignment to the Success Bidder of your contract, (i) you will be deemed to have stipulated to the accuracy of the Cure on Exhibit A, (ii) you will be forever barred from asserting any additional cure amount under your contract, and (iii) you will be forever barred from objecting to such assignment to the Successful Bidder on the grounds that the Successful Bidder has not provided adequate assurance of future performance as of the closing of the Sale.

5. Any Cure that remains unresolved after the Sale Hearing will be heard at a later date to be fixed by the Court.

6. Notwithstanding anything in this notice, **the mere listing of your contract on Exhibit A does not conclusively determine that your contract constitutes an executory contract subject to assumption under Bankruptcy Code § 365 or that your contract will be assumed by the Debtors.** All rights of the Debtors and the Successful Bidder with respect to your contract are reserved. Moreover, the Debtors explicitly reserve their rights, in their reasonable discretion, to seek to reject or assume your contract under Bankruptcy Code § 365 (if you contract is an executory contract) and in accordance with the procedures allowing the Debtors or the Successful Bidder, as applicable, to designate any executory contract as either rejected or assumed after the Sale closes.

7. Nothing in this notice (a) alters the prepetition nature of your contract or the validity, priority, or amount of any claims of any contract counterparty listed on Exhibit A against the Debtors arising under such contract, (b) creates a postpetition contract or agreement, or (c) elevates to administrative expense priority any claim of a contract counterparty.

June 23, 2023

**PACHULSKI STANG ZIEHL & JONES LLP**

*/s/ Benjamin L. Wallen*

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*Proposed Counsel to the Debtors in Possession*

**Certificate of Service**

I certify that on June 23, 2023, I caused a copy of the foregoing document to be served via the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

*/s/ Benjamin L. Wallen*

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Benjamin L. Wallen

**Exhibit A — List of Contracts and Cure Costs**

| <b>Contract Type</b>                        | <b>Counterparty</b>           | <b>Contract Date</b> | <b>Debtor Party</b>             | <b>Counterparty Contact</b>   | <b>Cure Cost</b> |
|---|-------------------------------|----------------------|---------------------------------|---|------------------|
| Server OEM Agreement                        | Wowza Media Systems, LLC      | June 28, 2013        | Lifeseize, Inc.                 | Wowza Media Systems, LLC 31207 Keats Way, Suite #102 Evergreen, CO 80439                                    | 220.00           |
| Master Services Agreement                   | ADP Comprehensive Services    | July 25, 2021        | Lifeseize, Inc.                 | One ADP Boulevard Roseland, NJ 07068  | 0.00             |
| License Agreement                           | Medion AG                     | May 5, 2009          | Lifeseize, Inc.                 | Gansemarkt 16-18 45127 Essen Germany  | 0.00             |
| License Agreement                           | Medion AG                     | May 5, 2009          | Lifeseize, Inc.                 | Gansemarkt 16-18 45127 Essen Germany  | 0.00             |
| Adopter Agreement                           | HDMI Licensing, LLC           | May 1, 2016          | Lifeseize, Inc.                 | HDMI Licensing LLC 2115 O'Neil Drive, Suite 202 San Jose, CA 95131  | 0.00             |
| AAC Patent License Agreement                | Via Licensing Corporation     | December 20, 2015    | Lifeseize, Inc.                 | 1275 Market Street San Francisco, CA 94103-1410   | 0.00             |
| Software Escrow Agreement                   | Tatvik Technologies Pvt. Ltd. | July 20, 2018        | Lifeseize, Inc.                 | 3302/A, 1st Floor, 8th Cross, 12th A Main HAL 2nd Stage, Indiranagar, Bangalore - 560008 India              | 9,000.00         |
| License Agreement                           | Luca Risolia                  | March 21, 2018       | Lifeseize, Inc.                 | Via Nosadella 35 40123 Bologna, Italy   | 0.00             |
| Patent License and License Option Agreement | RPX Corporation               | April 11, 2023       | Lifeseize, Inc.                 | Four Embarcadero Center, Suite 4000 San Francisco, CA 94111 ATTN: Legal Department Email: legal@rpxcorp.com | 0.00             |
| Software License Agreement                  | Logitech Europe S.A.          | June 24, 2013        | Lifeseize, Inc.                 | Logitech Europe S.A. c/o Logitech, Inc. 7600 Gateway Blvd. Newark, CA 94560                                 | 0.00             |
| Amendment and Assignment Agreement          | Logitech Europe S.A.          | April 29, 2010       | Lifeseize, Inc.                 | General Counsel Logitech 6505 Kaiser Drive Fremont, CA 94555  | 0.00             |
| Go-Forward Contract                         | NGROK INC                     | July 1, 2022         | Lifeseize, Inc.                 | 237 A Street #26741 San Diego, California 92101   | 16,200.00        |
| Service Level Agreement                     | 84codes (cloudamqp)           | Not Specified        | Not Specified                   | Torsgatan 26 113 21 Stockholm, Sweden   | 0.00             |
| On-Demand Subscription Agreement            | AMBER ROAD, INC.              | March 15, 2015       | Lifeseize, Inc. (Logitech Inc.) | 1601 S. MoPac Expy Suite 100 Austin, Texas 78746  | 16,918.49        |

| Contract Type   | Counterparty  | Contract Date      | Debtor Party                                     | Counterparty Contact   | Cure Cost  |
|---|---|--------------------|--|--|------------|
| Deed of Assignment of Intellectual Property Rights and Goodwill | PLANTRONICS, INC; POLY COMMUNICATIONS INTERNATIONAL UNLIMITED COMPANY | February 28, 2022  | LIGHT BLUE OPTICS INC; LIGHT BLUE OPTICS LIMITED | 345 Encinal St.<br>Santa Cruz, CA 95060  | 0.00       |
| AWS Customer Agreement  | Amazon Web Services, Inc.   | April 20, 2020     | Lifesize, Inc.                                   | Brian Peterson, Esq.<br>K&L Gates LLP<br>925 Fourth Avenue, Suite 2900<br>Seattle, WA 98104                          | 746,110.79 |
| Order Form  | TWILIO, INC   | April 1, 2023      | Serenova LLC                                     | 101 Spear Street, 5th Floor San Francisco, CA 94105  | 149,540.56 |
| Netsuite Subscription Estimate                                  | NetSuite Inc.   | September 26, 2020 | Lifesize, Inc.                                   | 500 Oracle Parkway Redwood Shores, California 94065  | 612,873.45 |
| Order Form  | Salesforce.com, Inc.  | February 10, 2023  | Lifesize, Inc.                                   | Salesforce Tower<br>415 Mission Street, 3rd Floor<br>San Francisco, CA 94105   | 142,088.91 |
| Master Services Agreement (Amendment)                           | Bandwidth, Inc.   | July 18, 2022      | Lifesize, Inc.                                   | 900 Main Campus Drive,<br>Suite 100<br>Raleigh, North Carolina 27606<br>Attention: General Counsel                   | 17,521.94  |
| Master Services Agreement                                       | IBM Corporation   | July 1, 2015       |  | Stanford Corporate Center<br>14001 North Dallas Parkway, Suite M100<br>Dallas, TX 75240<br>email: sales@softlaye.com | 49,544.62  |
| Master Services Agreement                                       | NuWave  | October 19, 2018   | Serenova, LLC                                    | 8275 S. Eastern Ave, Suite 200, Las Vegas, NV 89123  | 28,896.78  |
| Tariff and Rate Charges Agreement                               | Somos, Inc  | December 11, 2019  | Serenova, LLC                                    | Two Tower Center Boulevard, 20th Floor<br>East Brunswick, NJ 08816   | 11,979.00  |
| LiveOps Platform Reseller Agreement                             | Gamma   | July 17, 2013      | LiveOps, Inc. - bill Serenova LLC                | Kings House, Kings Road West<br>Newbury, Berkshire RG14 5BY United Kingdom   | 4,202.05   |
| Service Level Agreement   | Colt Technology Services Beaufort House                               |                    |  | 15 St. Botolph Street<br>EC3A 7QN London<br>United Kingdom   | 9,010.21   |
| Master Services Agreement                                       | Switch Communications, LLC  | September 17, 2008 | LiveOps, Inc.                                    | 4495 E Sahara Ave<br>Las Vegas 89104   | 84,730.77  |
| Master Service Agreement  | NimbusLabs, LLC   | February 12, 2018  | Lifesize, Inc.                                   | 419 Hidden Hills Lane, Escondido, CA 92029   | 19,965.00  |

| Contract Type                                | Counterparty                              | Contract Date      | Debtor Party                | Counterparty Contact  | Cure Cost  |
|--|---|--------------------|-----------------------------|---|------------|
| Reseller Agreement                           | Clearview Business Intelligence LLC       | March 9, 2018      | Serenova, LLC               | 4102 S 1900 W,<br>Roy, UT 84067   | 18,014.95  |
| Price Increase Notification                  | Equinix (UK) Limited                      | September 19, 2022 | Serenova, LLC               | 353 Buckingham Avenue<br>Slough Berkshire<br>United Kingdom                   | 69,916.26  |
| Logistics Services Agreement                 | DSV Solutions Nederland B.V.              | July 30, 2022      | Lifesize, Inc.              | DURBANWEG 31 1047 HD<br>AMSTERDAM NETHERLANDS                                 | 27,123.55  |
| Distribution Services and Bailment Agreement | GXO LOGISTICS SUPPLY CHAIN, INC.          | January 25, 2021   | Lifesize, Inc.              | 4043 Piedmont Parkway<br>High Point, NC 27265                                 | 42,842.06  |
| Amendment to Supplier Services Agreement     | BENCHMARK ELECTRONICS (M) SDN BHD         | March 31, 2010     | LifeSize                    | General Counsel<br>Logitech<br>6505 Kaiser Drive<br>Fremont, California 94555 | 373,896.75 |
| Lifesize Contract Renewal                    | LogiSense Corporation                     | May 30, 2022       | Lifesize, Inc.              | 278 Pinebush Road, Suite 101,<br>Cambridge, ON, N1T 1Z6                       | 46,134.27  |
| Order Form                                   | INSIGHTSOFTWARE, LLC                      | June 24, 2022      | Serenova, LLC               | 8529 Six Forks Road, Suite 400,<br>Raleigh, NC 27615                          | 193,902.73 |
| Software OEM And Resale Agreement            | Uniphore Technologies North America, Inc. | June 4, 2014       | LiveOps Cloud Platform, LLC | 5901 Peachtree Dunwoody Rd<br>Atlanta, Georgia 30328                          | 0.00       |
| Master Reseller Agreement                    | Calabrio, Inc                             | November 6, 2020   | Lifesize, Inc.              | 241 N. 5th Ave, Suite 1200,<br>Minneapolis, MN 55401                          | 899,803.32 |
| Reseller Agreement                           | Blue Jeans Network, Inc.                  | September 23, 2020 | Lifesize, Inc.              | 516 Clyde Avenue<br>Mountain View, CA 94043                                   | 543,093.52 |
| Master Services Agreement                    | Persistent Systems Inc.                   | March 15, 2022     | Lifesize, Inc.              | 2055, Laurelwood Road<br>Suite 210<br>Santa Clara, CA 95054                   | 450,890.00 |
| Benefits Agreement                           | Cigna Health and Life Insurance           |                    | Lifesize, Inc.              | 800 Cottage Grove Road<br>Bloomfield, CT 06002                                | 0.00       |
| Benefits Agreement                           | Life Insurance Company of North America   |                    | Lifesize, Inc.              | 1601 Chestnut Street<br>Two Liberty Place<br>Philadelphia, PA 19192           | 0.00       |