



## ADDITIONAL TERMS OF SERVICE FOR USE OF MICROSOFT OFFICE LIVE MEETING

**IMPORTANT- READ CAREFULLY: SUBSCRIBER'S USE OF THE MICROSOFT OFFICE LIVE MEETING SERVICES ("MICROSOFT SERVICES") IS CONDITIONED UPON SUBSCRIBER'S COMPLIANCE WITH, AND AGREEMENT TO BE BOUND BY, THESE ADDITIONAL TERMS OF USE FOR MICROSOFT OFFICE LIVE MEETING ("MICROSOFT TERMS").**

**IF SUBSCRIBER DOES NOT AGREE WITH THESE MICROSOFT TERMS, DO NOT USE THE MICROSOFT SERVICES. SUBSCRIBER SHALL PRINT OR DOWNLOAD THESE TERMS AND CONDITIONS AND REGULARLY CHECK THIS WEBSITE TO OBTAIN TIMELY NOTICE OF ANY CHANGES TO THESE MICROSOFT TERMS, WHICH MAY OCCUR FROM TIME TO TIME AND AT ANY TIME WITHOUT NOTICE.**

By using the **Microsoft Services**, **Subscriber** agrees to the following **Microsoft Terms**. Terms which are in bold which are not defined in these **Microsoft Terms** but are defined in **Terms and Conditions of Premiere Conferencing Services ("The Yakkan") of Premier Conferencing Inc. ("The Company")**, shall have the same meaning as in the **Yakkan of the Company** located on this website.

### 1. SERVICE

- (a) These **Microsoft Terms** are in addition to the Company's **Yakkan** which are available at <http://jp.pgi.com/terms-of-service/>.
- (b) Except where otherwise specified by the Company, the **Microsoft Services** shall be supplied to **Subscriber** on a **User Subscription License**; or **Committed Minutes** basis.

### 2. USER SUBSCRIPTION LICENSE ("USL")

- (a) Only one **Microsoft Office Live Meeting** conference may occur at any given time (i.e. no concurrent meetings) per licensed **User**.
- (b) For each **Microsoft Office Live Meeting** conference, at least one **User** must schedule the **Microsoft Office Live Meeting** conference and must:
  - (i) host the **Microsoft Office Live Meeting** conference by entering it as a presenter; and
  - (ii) act as an organiser of the **Microsoft Office Live Meeting** conference through use of their organiser identification.
- (c) Valid **Users** are the only individuals licensed to schedule a **Microsoft Office Live Meeting** conference. Each scheduled **Microsoft Office Live Meeting** conference may include up to a total of the number of **Maximum Meeting Participants**. **Users** may not combine with other users or otherwise expand a **Microsoft Office Live Meeting** to allow more than the **Maximum Meeting Participants**.
- (d) There may be only one **User** assigned to a **USL**. A single **USL** cannot be shared among multiple individuals and a separate **USL** must be purchased for each individual. **USL** cannot be transferred from one **User** to another.
- (e) **Subscriber** is at all times responsible for monitoring and maintaining the use of its **USL(s)** within the foregoing parameters, and the **Subscriber** shall indemnify the Company in the event a claim is brought or damages are incurred due to **Subscriber's** misuse of any **USL** or **Microsoft Services**.
- (f) A **USL** designation may not be transferred to another **User** except upon:
  - (i) termination of the **USL** licensed employees' employment with **Subscriber**, or
  - (ii) in all other instances, the Company's express consent.
- (g) A **USL** is a license for an individual who may schedule and host meetings. **USL** licensed users can hold an unlimited number of meetings up to a designated number of participants. One meeting per host is allowed at one time.
- (h) A **USL** is required for every internal user who conducts or attends a meeting.



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- (i) External meeting participants do not require a **USL** license.
- (j) A meeting may not exceed the designated number of participants. The meeting cap is 15 participants for the meeting scheduled by organisers licensed under the **Standard USL** and 1,250 for organisers licensed under the **Professional USL**. There is no overage associated with the **USL** model.
- (k) **Compliance audit**: On a quarterly basis, Microsoft will audit the **Microsoft Office Live Meeting** user base from each reseller and help them maintain compliance with the new licensing model. Any customer found non-compliant will be addressed by the Company, not Microsoft. The Company will notify the subscriber of their violation of service terms and conditions, and work to rectify the situation with the subscriber.

### 1. MICROSOFT OFFICE LIVE MEETING MICROSITE

- (a) A **Microsoft Office Live Meeting** microsite is a company specific site with a unique URL; for example, <http://www.livemeeting.com/cc/PGItrialapac>. A **Microsoft Office Live Meeting** microsite will only list meetings for that subscriber.
- (b) A **Professional** microsite can also be customised and branded. Additional customisation will incur additional charges and will be quoted separately.
- (c) **Microsoft Office Live Meeting** microsites are available with **USLs**, committed minutes, and **USL**. Only one type of product can be used per microsite. Microsoft offers two **Microsoft Office Live Meeting USL** licensing levels - **Standard** and **Professional**. **Standard** and **Professional** licenses will be provisioned on separate URLs unless a single URL is specifically requested. Unlimited storage is included with every **Microsoft Office Live Meeting** microsite. Recordings are created in the WMV format. The Company does not offer editing services on recordings. Recording replays are available in a streaming format, and are accessible by clicking a URL. The moderator can save a copy of the recording to a computer, then distribute it as desired. For example, CDs can be made or it can be posted to an intranet site. These actions must be done by the subscriber; The Company does not offer CD production or other post-recording services.

### 2. BILLING TERMS FOR COMMITTED MINUTES

- (a) For each **Microsoft Office Live Meeting** order based on a minimum committed level of usage, **Subscriber** is liable for the greater of such minimum commitment or twelve months' charge, regardless of the **Service Provision Agreement** ( "**Agreement**" ) expiration or termination date.
- (b) Any minutes purchased that remain unused by **Subscriber** at the end of each month of the commitment period shall be forfeited with no credit or refund to **Subscriber**.
- (c) In the event that **Subscriber's** usage exceeds the level set forth in a particular tier, excess minutes shall continue to be charged at the same rate. **Subscriber** may increase the committed minutes at any time by a written notice to the Company, to enjoy lower price per minute.
- (d) Fees payable by **Subscriber** for overage amounts shall be invoiced monthly, in arrears, on the basis of minutes of use.

### 3. MISCELLANEOUS

#### 3.1 Privacy

- (a) The **Privacy Policy** for the provision of **Microsoft Office Live Meeting Services** ("**Privacy Policy**") may be found at (<http://main.placeware.com/support/privacy.cfm>) and **Subscriber** hereby agrees that it has accessed and read the **Privacy Policy**, that it is part of these terms and conditions, and that it is incorporated herein by this reference.
- (b) **Subscriber** agrees to the terms and conditions of the **Privacy Policy** as if the "you" referenced therein is a reference to the **Subscriber**.
- (c) Microsoft may revise its **Privacy Policy** site at any time by the posting of amended terms to the site.



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- (d) All amended terms will automatically become effective ten (10) days after they are posted on the site. **Subscriber** agrees to be bound by such amended terms.

### 3.2 Terms of Service

The **Microsoft Office Live Meeting Terms of Service** can be found at <http://office.microsoft.com/ja-jp/live-meeting-help/HA101875668.aspx>. By using the **Microsoft Services** the **Subscriber** agrees to **Microsoft Office Live Meeting Terms of Service**.

### 4. RECORDS AND AUDITS.

- (a) The Company shall have the right, upon giving the **Subscriber** reasonable notice in writing, to audit the **Subscriber**'s records during normal business hours to ensure **Subscriber**'s compliance with the above requirements.
- (b) The Company will pay the reasonable cost of the audit unless it is found that the **Subscriber** is misusing the **Microsoft Services** including where the **Subscriber**:
  - (i) exceeded the number of allowable **Meeting** participants,
  - (ii) shared a **USL** account among multiple **Employees**,
  - (iii) having a host hold multiple meetings at the same time in excess of the maximum number of participants;
  - (iv) providing a **USL** account to a non-**Employee**, or
  - (v) misrepresented the total number of **Employees**.

### 5. AGREEMENT TERM / RENEWAL.

- (a) All **Microsoft Office Live Meeting Microsites** require a 12 month commitment.
- (b) Recurring monthly charges for **Microsites** are billed in equal monthly instalments, in advance, for the upcoming month's services.
- (c) **Subscriber** is liable for the full term charge for **Microsites** regardless of **Agreement** expiration or termination date.
- (d) Service shall commence upon the **Start Date**, and shall continue for 12 months (s) thereafter ("**Initial Term**"), with 12 month renewal terms (each a "**Renewal Term**") continuing indefinitely thereafter.

### 6. INTELLECTUAL PROPERTY RIGHTS

- (a) The Company and/or its suppliers will own all rights, title and interest, including all related **Intellectual Property Rights**, to any suggestions, ideas, feedback, improvements, recommendations or other information created, conceived, or reduced to practice, by or on behalf of **Subscriber**, any viewer or any subscriber to **Microsoft Services**.
- (b) Notwithstanding the preceding paragraph, nothing in these **Microsoft Terms** creates or transfers any right or interest in any **Intellectual Property Rights** held by the **Subscriber**, the Company or its suppliers.

### 7. WARRANTY DISCLAIMERS; LIABILITY LIMITATIONS

Notwithstanding any other provision herein or in any other agreement between the **Parties**:

- (a) The **Microsoft Services** are provided on an "as is" and "as available" basis and any and all representations, warranties or covenants, either express or implied, including but not limited to, implied warranties of merchantability or fitness for a particular purpose are hereby expressly disclaimed to the maximum extent permitted by law;
- (b) no service levels shall apply to the provision of **Microsoft Services** except where otherwise agreed in writing by the Company;



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- (c) neither the Company, nor its suppliers, shall be liable for any indirect, incidental, special, consequential or punitive damages or damages arising from lost data, interrupted communications, lost revenue, lost profits, lost technology, loss of rights or costs of procuring substitute services or any other substitution or solution, however arising, even if the Company and/or its suppliers have been advised of the possibility of such damages;
- (d) in no case shall the aggregate of the Company and all of its supplier's total liability arising out of or relating to or in any way connected with the provision or non-provision of **Microsoft Services**, whether in contract, tort or otherwise, exceed the amount of fees actually paid to the Company by **Subscriber** for the one (1) month prior to the claim first being raised by the **Subscriber**; and
- (e) The Company shall only and solely be responsible to indemnify the **Subscriber** relating to the **Microsoft Services** to the same extent and subject to the same terms as the Company is indemnified by its suppliers for **Microsoft Services**.

### 8. DEFINITIONS

In addition to the terms and conditions set out in the **Agreement**, in these **Additional Terms**, these words shall have the following meanings:

- (a) “**User**” means any internal employee of the **Subscriber** who will access the **Microsoft Services**. Participants attending from outside the **Subscriber**'s organisation do not require a license.
- (b) “**Maximum Meeting Participants**” means the largest number of individuals that may attend a **Microsoft Office Live Meeting** (including host, participant or presenter).