



Terms of Service

GlobalMeet™

(including for Subscription Licenses) (“Yakkan”)

These Terms of Service are effective on and from June 1, 2017, and are subject to periodic revisions and updates.

YOUR USE OF THE GlobalMeet SERVICES, INCLUDING ANY BETA SERVICES AND/OR FREE SERVICES, (THE "SERVICES") IS AT ALL TIMES CONDITIONED UPON YOUR AGREEMENT TO THESE TERMS OF SERVICE ("TERMS"), WHICH ARE UPDATED BY PGI FROM TIME TO TIME.

1. Services and Pricing.

- (a) Sales to Customer.** The Customer specified in an Application Form (“Customer”) will pay Premiere Conferencing (Japan), Inc d/b/a Premiere Global Services (“PGI”) for the Services as subscribed by Customer, including without limitation, any PGI desktop, tablet and other mobile applications at the “Customer Rates” and “Standard Rates” (as below defined) and according to these Terms of Service (“Yakkan” and any Supplementary Contract, as such term is defined in Section 13 below) (this “Agreement”). For purposes of this Agreement, Customer Rates are those rates which have been specifically negotiated between Customer and PGI and recorded in an Service Application Form, and Standard Rates are for those Services which are not subject to Customer Rates as well as the rates included on PGI’s standard price list and all applicable taxes, fees and surcharges.
- (b) Charges.** Charges for the use of Services are invoiced in Japanese Yen on a monthly basis, Service Subscription Charges (defined below in clause 1(d)) will be invoiced in advance, usage fees is billed monthly in arrears, and payments are due within 30 days after date of invoice. PGI may (at its sole discretion) agree to a request by Customer to invoice for Service Subscription Charges annually in advance, in which case, PGI will invoice the Service Subscription Charges for the entire year in advance and Customer will continue to receive an invoice each month for usage. Service Subscription Charges paid in advance, monthly or annually, cannot be applied to usage fees. Past-due balances not reasonably disputed in good faith as herein provided will be subject to an interest charge of 1.5% per month computed from the due date of each invoice previously issued until the past-due amount is paid, or the maximum rate legally permitted, whichever is less. Customer will pay any collection costs, including reasonable attorneys' fees, and other expenses incurred by PGI to collect any such sums due under this Agreement. Customer must notify PGI of any charge disputed in good faith, with supporting documentation, within 14 days from the date of invoice, or Customer will be deemed to agree to such charges and no adjustments to charges or invoices will be made. Customer remains responsible to pay undisputed charges by the due date. Customer acknowledge and agree that PGI reserves the right to change pricing or modify or discontinue any or all of the Services and any related dial-in numbers or other methods of access at any time for any reason, without notice.
- (c) Taxes and Other Charges.** PGI may, in its sole discretion, change its payment terms or billing methods at any time. Without limiting any other rights herein, PGI may suspend Services if PGI determines that the Customer’s previous payment record so warrants. Customer will pay, and PGI reserves the right to collect in arrears, all sales, use, consumption, goods and services, excise or other taxes (other than taxes based upon PGI net income), fees, or other charges of any nature whatsoever, now or hereafter imposed or assessed on PGI, by local government authority upon or with respect to the Services provided. If Customer may claim exemption from charges, Customer must provide PGI with a current, valid exemption certificate from the applicable regulatory authority.
- (d) Charges and Minimum Commitments.** Customer will pay PGI monthly service charge per

Named User (if applicable), as such term is defined in Section 5(b) below (“Service Subscription Charge(s)”) in addition to any additional fees or charges for use of the Services, including without limitation any set-up fees, overages fees, per minute fees (including dial out and local access per minute rates) and other fees or charges associated with use of the Services provided (“Usage Charges”) and not otherwise designated as specifically and expressly waived pursuant to an applicable valid promotional offer (as determined by PGI in its sole discretion). PGI will issue Customer with a valid tax invoice by electronic mail for each applicable period. If Customer requires a paper invoice to be issued, a paper invoice fee will apply. Customer will be billed for and will pay all invoices, in their entirety, for each applicable period during the term of this Agreement. In the event Customer agrees to a minimum commitment for use of the Services during the Term (“Minimum Commitment”) and do not meet its minimum commitment in any given month, quarter or year, as applicable, PGI will invoice for, and Customer will pay, upon receipt of valid tax invoice, the shortfall equal to the difference between the Minimum Commitment during each applicable term less any payments for actual usage of the Services by Customer during the applicable period. For commitments based on minutes, the shortfall amount in dollars will be calculated based upon agreed rates using the proportion of Services actually used by Customer during the applicable period. Only the per-minute usage of the PGI meeting solutions will be applicable to the minimum commitment. For the avoidance of doubt, Customer is not and will not be entitled to any partial month billing or credits or refunds of any kind, including without limitation in the event customer elects to not use the services during any billing period. Standard Rates are subject to change at any time after PGI has provided no less than 30 days’ notice.

- (e) Credit Card Payments.** Notwithstanding any other provision herein, for any fees and/or charges paid by credit or debit cards, Customer agrees if payment is not received by PGI from the card issuer or its agents, Customer will pay all amounts due upon demand by PGI. Each time Customer uses the Services, or allows or causes the Services to be used, Customer agrees and reaffirms that PGI is authorized to charge Customer's designated card in connection with the Services. Customer further agrees that PGI may submit additional charges for use of the Services each month, in accordance with this Agreement, without further authorization, until Customer provides prior written notice (in accordance with PGI verification procedures, as may be established by PGI from time to time in its sole discretion) that Customer terminates this authorization or desires to change its designated card. Such notices will not affect charges submitted before PGI reasonably could act on such notice. When Customer provides its card information to PGI (or its designated licensees or subcontractors), Customer represents and warrants to PGI that Customer is the authorized user of the designated card. Customer agrees to promptly notify PGI of any changes to the designated card account number, its expiration date or billing address, as applicable, and agree to notify PGI if such designated card expires or is cancelled for any reason. For the avoidance of doubt, the designated card account holder is responsible for all charges incurred, including applicable taxes, and all purchases made by such account holder or anyone that uses the card. Without limiting any other remedy herein, if recurring fees are not paid in a timely manner, or if PGI is unable to process Customer's transaction(s) using the designated card information provided, PGI reserves the right to suspend and/or terminate all or any part of the Services.
- (f) Upgrades and changes.** Where permitted by PGI, at its sole discretion and subject to Customer meeting all pre-conditions for the upgrade offer, Customer may upgrade subscription plans for Services. Nothing herein will be deemed to require PGI to permit and/or allow any upgrades. For the avoidance of doubt, to the extent permitted by PGI and subject to Customer meeting all pre-conditions as determined by PGI, Customer will remain responsible for all fees and charges due and incurred for Services provided under an existing subscription plan through the upgrade effective date and is not and will not be entitled to any partial months’ credits or refunds of any kind as a result of the upgrade. After any upgrade effective date, Customer will be responsible for the increased fees and charges associated with the upgrade, including without limitation any new and/or additional charges associated therewith, which may include without limitation, for any overages. PGI reserves the right to upgrade, change, remove and modify the features of the Services.
- (g) Additional Billing Terms.** Without limiting any other applicable fees and charges and unless expressly waived by PGI in writing, Customer will be charged overage fees for minutes used and exceeding minimums available to Customer pursuant to specific service plans offered from PGI and

agreed to by Customer. Pooling of audio minutes from multiple Named Users (as the term "Named User" is defined in Section 5(b) below) is not permitted. International rates and surcharges apply on a per minute basis for all calls originating outside Japan and/or international dial-out. PGI rounds up completed calls to the next full minute on a per participant basis and rounds off the price of the call to the nearest whole Yen. All other services which are not specifically listed on an application form such as moderator set-up, cancellation, rescheduling and no-show fees for Operator Assisted calls ("Enhanced Services"), are subject to PGI's Standard Rates, which are available upon request from Customer's PGI Sales Representative. Other charges may apply to Customer's use of the Services, which will be specified on the Service Application Form.

2. Term and Termination.

- (a) Term.** This Agreement is effective on and its term will begin from the start date specified in the Service Application Form ("Start Date") and will continue unless and until terminated as provided herein. If Customer has elected Services for a fixed number of years (a "Subscription Term"), this Agreement will be deemed to automatically renew for successive terms ("Renewal Terms" and together with the Subscription Term, the "Term") equal to the length of such Subscription Term for the Services, unless either party delivers written notice of intention not to renew at least 60 days prior to the expiration of the Subscription Term or any Renewal Term. For all Services without a fixed number of years, this Agreement will remain in full force until terminated as provided herein.
- (b) Promotional Term; Free Trial Term.** If Customer uses Services pursuant to a promotional offer granting free Services and/or a free trial for Services, which may include without limitation the waiver of certain Service Subscription Charges and/or Usage Fees as defined by a particular promotional offer ("Free Services"), Customer will receive use of the Free Services solely for a limited period of time and all use of Free Services will be subject to the terms herein and any and all other restrictions, limitations and conditions identified or communicated to Customer with the specific Free Services offer, including without limitation, Customer is and will remain liable for all charges not otherwise designated as specifically and expressly waived pursuant to the applicable promotional offer. Notwithstanding any other provision in this Agreement, all Free Services are provided solely as an accommodation to Customer, and PGI reserves the right, at all times and in its sole discretion, to terminate or modify any Free Services at any time without notice, including without limitation for any abuse of the Free Services and/or Customer's failure to pay fees and charges not otherwise designated as specifically and expressly waived pursuant to the applicable promotional offer. For the avoidance of doubt and notwithstanding any other provision herein, in the event any promotion has Customer Rates not implemented until a date following the agreed Start Date (as specified in a Service Order Form) ("Rate Implementation Date") and PGI agrees to make available any Free Services to Customer prior to such Rate Implementation Date, Your initial term for services will be extended by the length of the Free Services period; provided, however, if such Free Service period would result in Your initial term ending in the middle of a billing cycle, the initial term will be extended to the last day of such billing cycle.
- (c) Beta Version.** With respect to any Beta version of any of the Services (the "Beta Services") made available to Customer for purposes of evaluation and feedback, Customer acknowledges that the Beta Services may contain bugs, errors and other problems and is provided to Customer "as-is." To the extent permitted by law, PGI disclaims any warranty or liability obligations to Customer of any kind with respect to the Beta Services. Customer further acknowledges the importance of communication between PGI and Customer during Customer's use of the Beta Services and hereby agrees to receive related correspondence and updates from PGI and its suppliers. In the event Customer requests to opt-out from such communications, Customer's use of the Beta Services may be cancelled. Customer acknowledges that PGI has not made any representations, promises or guarantees that the Beta Services will ever be announced or made available to anyone in the future and that PGI has no express or implied obligation to Customer to announce or introduce the Beta Services. With respect to the Beta Services, this subsection will supersede any other terms and conditions contained herein, but only to the extent necessary to resolve conflict. In addition to and without limiting any other rights or remedies PGI has, if PGI determines, in its sole discretion, that Customer has violated any conditions of and/or limitations on the Beta Services, PGI reserves the right to immediately terminate the Beta Services.
- (d) Termination for Cause.** Either party may terminate this Agreement at any time in the event that

the other party breaches any provision of this Agreement in any material respect and fails to cure such breach within 30 days after receipt of written notice of such breach. Terminations by PGI will be effective as of the date designated in the termination notice. Termination by Customer pursuant to this Section 2(d) will be effective as provided in Section 2(f) below. Notwithstanding the foregoing, PGI may terminate this Agreement and/or suspend the provision of Services immediately: (i) for illegal, fraudulent, improper or abusive use of the Services (including without limitation Customer's use of the Services in contravention of Section 5, to be determined in PGI's sole discretion); (ii) if deemed reasonably necessary by PGI to prevent interruption or disruption to PGI's network, its business or other customers; (iii) if any portion of an invoice not reasonably disputed in good faith as herein provided remains unpaid when due; or (iv) for breach, not subject to cure. PGI will not be liable to Customer or any third party should PGI exercise its right to discontinue Services, in whole or in part, or terminate this Agreement pursuant to this Section 2(d).

- (e) Termination for Convenience.** Customer may terminate the Services and this Agreement by providing at least sixty (60) days prior written notice to PGI of such intention to terminate. In all cases, termination by Customer will be effective as provided in Section 2(f) below. For the avoidance of doubt, PGI has the right, at all times and in addition to all other termination rights permitted by this Agreement, to terminate the Services and/or this Agreement for its convenience and without liability by providing at least sixty (60) days prior written notice to Customer, with such terminations effective as of the date designated in the applicable termination notice.
- (f) Effect of Termination.** Unless otherwise provided by PGI, in writing, all terminations by customer require a minimum of three (3) to five (5) business days to process following PGI's receipt of a valid termination notice from Customer. If accepted, the Customer's termination will become effective on the day on which the notice period ends (the "Termination Effective Date"). Customer is not entitled to any pro-rata refund of Service Subscription Charges paid in advance for named user licenses terminated. In the event that Customer terminate the services (for any reason other than due to breach by PGI) or if PGI terminates for any reason pursuant to its rights in this Agreement, customer remains responsible for any and all fees and Charges due and incurred through the Termination Effective Date and will not be entitled to any partial month credits or refunds of any kind (including but not limited to any set-up fees or other service charges). In addition, when Customers have elected Services for a fixed number of years Customers will pay to PGI the balance of the Service Subscription Charges or Minimum Commitment that would otherwise be payable by Customer for the remainder of the Term.

3. Proprietary Information, Customer Data and Privacy.

- (a) Proprietary Information.** Each party and its employees and agents will at all times, during the term of this Agreement and thereafter, keep in trust and confidence all information relating to the other party that is of a confidential and proprietary nature ("Proprietary Information") and will not use such Proprietary Information other than in the course of their duties under this Agreement, nor will either party or its employees and agents disclose any of such Proprietary Information to any individual or entity without the other party's prior written consent. Each party acknowledges that any such Proprietary Information received by the other party will be received as a fiduciary of the other party. Each party further agrees to immediately return to the other party or destroy all Proprietary Information in its possession, custody or control in whatever form held (including all copies of all written documents relating to that) upon termination of this Agreement or at any time, or from time to time, upon the request of the other party.
- (b) Customer Data.** PGI acknowledges Customer's rights, title, and/or interest in and to all electronic data or information uploaded, stored, recorded, retrieved or transmitted by Customer through its use of the Service ("Customer Data") and such Customer Data is deemed to be Customer's confidential information under this Agreement. PGI will not access any Customer Data, except to respond to service or technical problems which may arise and/or at Customer's request, or otherwise compelled by law. If PGI is compelled by law to disclose the customer's Proprietary Information or Customer Data, PGI will provide Customer with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Customer's cost, if Customer wishes to contest the disclosure. Customer Data will be protected by PGI with at least the same protective precautions that PGI takes to protect its similar proprietary or confidential information and such Customer Data will be segregated from any other service which PGI may

provide to other customers. PGI is not obligated to provide a disaster recovery plan in respect to Customer Data and PGI accepts no responsibility to Customer for the recovery of deleted Customer Data. PGI reserves the right to remove any Customer Data that constitutes Objectionable Material or violates any Service Provider rules regarding appropriate use, but is not obligated to do so.

(c) Privacy. Except as otherwise stated in this Agreement, the Services and any personal information received from Customer (including name and email address of its designated Named Users), is subject to PGI's Privacy Policy at <http://jp.pgi.com/privacy-policy/>. In order to provide the Services, Customer acknowledges that it is necessary for PGI to disclose such personal information received from Customer and/or its Named Users to PGI's related entities in other countries (including the United States of America and other overseas locations where PGI is able to maintain strict control of the information), and Customer hereby consents to such transfer. Notwithstanding the above, the transfer of personal information will not affect PGI's obligations at law, in relation to such personal information.

4. Intellectual Property; Marketing; Images and Links.

- (a) The Services provided under this Agreement and all associated intellectual and proprietary rights are the sole property of PGI and/or its affiliates or suppliers, and except as required for use of the Services, Customer has no right or license to use any of the trademarks or trade names owned by, licensed to or associated with PGI (the "PGI Marks") during the term of this Agreement without express written consent from PGI. Despite prior approval, Customer will immediately cease and desist using the PGI Marks upon notice from PGI or upon termination of this Agreement for any reason. Any use by Customer of the PGI Marks other than as described above will constitute a breach of this Agreement for which, in addition to any other remedies available at law or in equity, PGI may terminate this Agreement.
- (b) Customer is being granted a limited, non-exclusive, non-transferable, non-sublicensable revocable right to use Services, and any software associated with the Services, solely for online meetings and web conferencing and collaboration. All other rights are reserved by PGI, and Customer agrees that it will not remove, obscure or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to or contained within the Services.
- (c) Customer acknowledges and agrees that all third-party information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which Customer may have access to as part of, or through the use of the Services are the sole responsibility of the individual or entity from which such content originated ("Third-Party Content"). Such Third-Party Content may be protected by intellectual property rights that are owned by the sponsors or advertisers who provides such Third-Party Content to PGI (or by other individuals or entities on their behalf). Customer will not modify, rent, lease, loan, sell, distribute or create derivative works based on this Third-Party Content (either in whole or in part). PGI reserves the right (but will have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Third-Party Content from the Services. PGI may also provide tools (but has no obligation) to filter out explicit content and Customer understands that, by using the Services, Customer may be exposed to Third-Party Content that Customer may find offensive, indecent or objectionable. Customer uses the Services at Customer's own risk.
- (d) Customer understands that by using the Services with a webcam or other photographic or video device and/or a microphone, images and audio will be transmitted to users. Customer hereby releases, discharges and agrees to hold harmless PGI, its officers, directors, employees, affiliates and its suppliers from and against any and all claims and demands, including but not limited to, any claims for copyright infringement, defamation, invasion of privacy or right of publicity, arising out of or in connection with any use of the images and/or audio.
- (e) Any ideas, suggestions, comments and/or other feedback Customer provides to PGI ("Feedback") will be deemed to be non-confidential and PGI will be free to use such information on an unrestricted basis. Customer should only provide specific Feedback on PGI's existing Services and should not include any ideas that PGI's policy will not permit it to accept or consider. PGI or any of its employees do not accept or consider unsolicited ideas of any kind, including ideas for new or improved services, products or technologies, enhancements or new service names. The following terms will apply to submissions of all Feedback: Customer agrees that: (1) all

submissions and their contents will automatically become the property of PGI, without any compensation; (2) PGI may freely and irrevocably use, disclose, reproduce, license, sublicense, distribute or redistribute and otherwise commercialize the submissions and their contents for any purpose and in any way throughout the world, without royalty; (3) there is no obligation for PGI to review the submission; and (4) there is no obligation to keep any submissions confidential. For the avoidance of doubt, Customer will not submit any Feedback to PGI that (1) Customer has reason to believe is subject to any patent, copyright, or other intellectual property claim or right of any third party; or (2) that is subject to license terms that seek to require any PGI product incorporating or derived from any Feedback, or other PGI intellectual property, to be licensed to or otherwise shared with any third party.

5. Customer Registration, Named Users.

- (a) To use the Services, Customer must complete the sign-up/ registration process, which includes, without limitation, signing a Service Application Form, providing a valid email address, agreeing to be bound by the terms applicable to the use of the Services and meeting such other requirements as PGI directs. Customer agrees to maintain and update its registration information as required to keep it current, complete and accurate. If PGI discovers that any of Customer's registration information is inaccurate, incomplete or not current, PGI may suspend and/or terminate Customer's right to access and receive the Services. PGI further retains the right to reject a registration application in its sole discretion and without a requirement to provide a reason. Without limiting the foregoing, PGI may refuse the Services to any individual or entity who has cancelled any number of previous accounts.
- (b) Only Named Users (as below defined) may schedule conferences using the Services, and there may be only one user/employee designated to any Named User licenses to be used in connection with the Services. For the avoidance of doubt, Named User licenses cannot be shared among multiple individuals and separate Named User licenses must be purchased for each individual. Named Users may only include up to the total number of Maximum Meeting Participants in any single conference. For the purposes of this provision and the Services, a "Named User" is an individual designated and identified by Customer as an organizer/administrator who is authorized to schedule conferences using the Services and "Maximum Meeting Participants" means the maximum number of meeting participants, including the Named User, that may be in a conference using the Services at the same time as designated by PGI. Only one conference using the Services may occur at any given time (i.e. no concurrent meetings) per licensed Named User. Named Users will not combine with other Named Users or otherwise expand a conference using the Services scheduled by a Named User to allow more than the Maximum Meeting Participants. For each conference using the Services scheduled by a Named User, the Named User must (1) initiate or schedule the conference; (2) host the conference by entering as a "Host"; and (3) act as an organizer of the conference through use of their organizer identification. Customer is at all times responsible for monitoring and maintaining the use of the Named User licenses within the forgoing parameters, and Customer will indemnify PGI in the event a claim is brought or damages are incurred due to Customer's misuse of the Named User license. A Named User designation will not be transferred to another Customer employee except upon (a) termination of the Named User's employment with Customer, or (b) in all other instances, PGI's express prior written approval.
- (c) Customer may increase or decrease its number of Named Users for the Services, at any time, by nominating an employee to administer Customer's account ("Account Administrator") and having that person submit a request in writing (which includes via email) to Customer's Sales Representative requesting an increase or decrease and specifying the number. All requests for increases in Named Users by Customer will become an integral part of this Agreement and will be charged as the same rate as the existing Named Users licenses, but will not impact the Total Term Commitment (as defined in Section 1(d) above), and Customer will be billed for such increase in Named Users at Customer Rate, beginning as of the date of selection. All selections for decreases in Named Users will become an integral part of this Agreement, but will not impact the Total Term Commitment (as defined in Section 1(d) above), and will not fall below the number of Named Users initially subscribed. Customer's invoice will reflect the reduction in the number of Named Users, on the next month's invoice following the month in which such decrease selection was submitted. For the avoidance of doubt, all selections and resulting Named Users will be subject to the Terms of this Agreement, Customer is fully responsible and liable for any and all

written requests received by PGI from the Account Administrator, and such requests will be deemed Customer's signature and authorization for such orders.

- (d) Customer acknowledges that PGI has no control over the content of information transmitted by Customer through the Services (whether visual, written or audible) and that PGI does not examine the use to which Customer puts the Services or the nature of the information Customer or Customer's users send or receive. PGI reserves the right to suspend or terminate immediately any the Customer's or any Named User account or activity that is disrupting or causing harm to PGI's computers, systems or infrastructure or to other parties, or is in violation of any laws relating to unsolicited commercial messages or otherwise.

6 Appropriate use of the Services

- (a) Customer will use the Service solely for its internal business purposes as contemplated by this Agreement and will not license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than Users or as otherwise contemplated by this Agreement. Further, Customer will not (i) send unsolicited commercial messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, or otherwise unlawful material, including material that is harmful to children or violates third party privacy rights; (iii) send, or cause to be sent any harmful program, code or device whereby, when it operates in its intended manner, the result is a corruption of data stored or processed by the Services or deactivation or disabling of the Services or other hardware or software; or the cessation of processing of the Service or other hardware or software; (iv) interfere with or disrupt the integrity or performance of the Services or the data (other than Customer Data) contained therein; or (v) attempt to gain unauthorized access to the Services or its related systems or networks. Customer will be responsible to ensure that its Named Users do not submit any material which would violate this clause.
- (b) PGI may, at its option, adopt rules for permitted and appropriate use and may update them from time to time on the PGI Website (as defined below) and Customer and each Named Users will be bound by any such rules. Customer agrees to notify PGI immediately if there has been an unauthorized use of its usernames and/or any access numbers, keys and/or passwords/passcodes or any other breach of security, and will be liable for fraudulent charges until such time as Customer has notified PGI to suspend any compromised usernames, access numbers, keys and/or passwords/passcodes. Customer acknowledges that PGI may from time to time monitor for quality assurance and fraud detection and may further gather system data. Further, and notwithstanding confidentiality provisions herein, PGI may disclose information about Customer's use of Services to satisfy any law, regulation, government agency request, court order, search warrant, subpoena or other legal process.
- (c) Use of conference recording or taping features of the Services may subject Customer to laws or regulations. Customer acknowledges and agrees that Customer will not record or tape any Web, video or telephone conversation in connection with the Services unless Customer is in compliance with all applicable laws relating to the recording of communications and protecting the privacy of communication for all parties to the conversation. PGI has not and is not expected to provide Customer with any analysis, interpretation or advice regarding Customer's compliance with all applicable laws, and Customer is solely responsible and obligated to provide any required notifications to participants prior to commencement of conferences.

7 Indemnities.

- (a) Customer will indemnify and defend PGI, its officers, directors, employees, affiliates and its suppliers from any claims, losses, damages, penalties or costs (including without limitation reasonable attorneys' or expert witness fees) to the extent caused by or contributed to by Customer (or any individual or entity accessing the Services through Customer's account): (i) use of the Services; (ii) violation or alleged violation of any applicable laws or regulations with respect to the Services; or (iii) infringement of any intellectual property rights of any third party. The obligations contained in this paragraph will survive any termination or suspension of the Services contemplated herein, the expiration or termination of this Agreement and final payment.
- (b) PGI will defend Customer against any and all claims, losses, damages, liabilities or costs of any nature (including without limitation reasonable attorneys' fees) brought against Customer to the

extent such actions are brought by a third party and based upon a claim that the use of the Service by Customer (excluding any Services resold by PGI to Customer or for which PGI is a fulfillment agent) as authorized herein directly infringes any intellectual property rights of a third party. PGI will pay those costs and damages finally awarded against Customer in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action, provided, PGI will not be responsible for any compromise or settlement made without PGI's prior written consent and Customer will not enter into any settlement that subjects PGI to any obligations to such third party without PGI's prior written approval. PGI's obligations under this section are expressly conditioned on Customer providing PGI (i) prompt written notice of any infringement claim; (ii) sole control of the investigation, defence, and settlement; and (iii) full cooperation in connection with any claim. Notwithstanding the foregoing, PGI will have no obligation under this provision or otherwise with respect to any infringement claim based upon (i) any unauthorized use, reproduction, modification or distribution of the Service or related software by Customer or a third party authorized by Customer to use the Service; or (ii) any use of the Service in combination with other products, equipment, software, or data not supplied by PGI; or (iii) any use of the Services for illegal or fraudulent purposes or in a manner not contemplated by this Agreement. Notwithstanding any other provisions hereof, the foregoing indemnity will not apply with respect to any infringement based on activities occurring subsequent to its receipt of notice of any claimed infringement unless PGI will have given Customer written permission to continue to use, market and/or distribute the allegedly infringing Services.

8. Warranty and Limitation of Liability.

All Services provided pursuant to this Agreement are provided or performed on an "as is", "as available" basis and the Customer's use of the Service is solely at its own risk. Customer acknowledges that Services may not reliably work in some international jurisdictions that regulate particular telecommunication or data services or where the local government actively blocks or otherwise interferes with cross-border data flows. Customer warrants that it has not relied on any representation made by PGI which has not been stated expressly in this Agreement, or upon any descriptions, illustrations or specifications contained in any document including catalogues or publicity material produced by PGI. Customer further warrants that its use of the Services is for business use only and is not for personal or domestic use. Any condition or warranty which would otherwise be implied in this Agreement is hereby excluded. Where legislation implies in this Agreement any condition or warranty, and that legislation prohibits provisions in a contract excluding or modifying the application of or liability under such condition or warranty but allows the liability thereunder to be limited, the condition or warranty will be deemed to be included in this Agreement and PGI's liability for any breach of such condition or warranty will be limited the supplying of the services again.

9 Liability of PGI

Except in relation to liability for personal injury (including sickness and death) caused by the negligence or wilful default of PGI and the indemnity specified in clause 7(b), PGI will have no liability to Customer in respect of any loss or damage (including without limitation loss of revenue, loss of profits, loss of goodwill, loss of anticipated savings, pure economic loss, loss of data, loss of value of equipment (other than the cost of repair or replacement) loss of opportunity or expectation loss of any other form of consequential, special, indirect, punitive or exemplary loss or damage) which may be suffered or incurred in respect of services supplied pursuant to this Agreement or in respect of a failure or omission on the part of PGI to comply with its obligations under this Agreement. In the event that any exclusion or limitation contained in this Agreement is held to be invalid for any reason and to the extent that PGI becomes liable for loss or damage that may lawfully be limited, then such liability will not exceed an amount equal to the Charges (calculated on a pro-rated basis for advance payments of all Charges) invoiced to Customer by PGI during the one month period immediately prior to the date on which the loss or damage arose.

10 Notices.

All other notices, requests, claims, demands and other communications hereunder ("Notices") will be in writing and will be given (i) by delivery in person (ii) sent by registered mail or (iii) by electronic mail to the address of the party specified in the Service Order Form or such other address as either party may specify in writing. Notifications to PGI, including without limitation all termination notices,

will be addressed to: Premiere Conferencing (Japan), Inc. d/b/a Premiere Global Services, Kayabacho Tower 9F, 1-21-2 Shinkawa Chuo-ku, Tokyo, 104-0033, Japan and duplicate of such notice may be submitted by electronic mail. If Customer has a designated PGI Sales Representative, Customer must also provide a written copy of any termination notice to such Sales Representative; provided, such copy does and will not relieve Customer of its obligation to follow any other noticing requirements as set forth in this Agreement. The Customer's notices for billing or account management purposes will be addressed to the address (postal and/or e-mail address) provided to PGI in the Service Application Form. Notice received by a party on Saturday, Sunday or public holiday, is taken to be received on the next business day.

11 Miscellaneous.

Captions/headings are for convenience only and not to be used in construing this Agreement. If any provision herein is held by a court to be illegal, invalid or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of the illegality, invalidity or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability in any other jurisdiction. Any failure by a party to comply with this Agreement may be waived by the other party, but any such waiver must be in writing signed by the waiving party and will not be deemed a waiver of any subsequent failures. Each party enters into this Agreement solely for its own benefit and purpose, and except for PGI's suppliers, this Agreement in no way confers any rights upon, or imposes obligations on either of the parties toward, any third party, including but not limited to any recipient of content transmitted through the Services. This Agreement will be binding upon and inure to the benefit of the parties' successors, legal representatives and authorized assigns. PGI may assign its rights and obligations under this Agreement to an entity that either now or in the future controls, is controlled by or is under common control with PGI or as a consequence of merger, acquisition, change of control or asset sale. Customer will not assign its rights and obligations under this Agreement without PGI's written consent. All sections in this Agreement intended to survive any cancellation, termination, expiration or suspension of this Agreement will so survive. This Agreement will be governed by, and construed and enforced in accordance with the laws of Japan applicable to agreements made and to be performed therein, without regard to any conflicts or choice of law rules. The parties agree to submit to the exclusive jurisdiction of Japan to resolve any disputes arising hereunder.

12 Entire Agreement.

This Agreement constitutes the final, complete and entire agreement between the parties with respect to the subject matter hereof, and supersedes any previous proposals, negotiations, agreements or arrangements, whether verbal or written made between the parties with respect to such subject matter. There are no other verbal agreements, representations, warranties, undertakings or other agreements between the parties. Without limiting any other rights in this Agreement, PGI may amend at any time the provisions of this Agreement by, at PGI's election by posting revised Terms ("Amended Terms") on the PGI Website at <http://jp.pgi.com/terms-of-service/> or (i) delivering the Amended Terms to Customer at the address, fax or e-mail address provided herein (such delivery may be included in invoices for the Services delivered to Customer); or (ii) by other reasonable means as permitted by applicable laws (such as including a notice on invoices to Customer advising the Terms of Service have been amended). All Amended Terms will automatically be effective the earlier of: (i) the date indicated on the PGI Website or (ii) Customer's next billing cycle following posting or delivery to Customer. Customer agrees to be solely responsible for regularly reviewing the PGI Website to obtain timely notice of any such amended terms and PGI's then-current Terms of Service. In the event Customer (acting reasonably) does not agree to such amended terms, they may terminate the Agreement without the payment of any termination fees by notifying PGI in writing prior to the effective date of such amended terms. By using the services after the effective date of such Amended Terms, Customer will be deemed to have accepted and be bound by such amended terms. No such amendment by PGI will serve to constitute a default or termination by PGI of this Agreement. Except as otherwise provided in this Agreement or any schedule hereto, this Agreement may only be amended or modified, in whole or in part, by a written instrument signed by the parties to this Agreement.

13. Order of Priority

PGi and Customer may agree to amend all or any part of their respective rights or obligations set out in these terms and conditions, which will be recorded in a supplementary contract signed by PGI and Customer ("Supplementary Contract") in addition to the terms and conditions of the Yakkan. In which case, if any conflict in provisions arises between the Yakkan and the Supplementary Contract, the latter will supersede the Yakkan to the extent of the inconsistency.