



Terms of Service for Licenses including GlobalMeet[®], GlobalMeet[®] Collaboration

IMPORTANT- READ CAREFULLY: BY ACCESSING OR USING OUR SERVICES, WHETHER AS A PAID CUSTOMER OR FREE USER, ON BEHALF OF YOURSELF AND/OR YOUR COMPANY, YOU ARE AGREEING TO BE BOUND BY AND ACCEPT THESE TERMS. IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT USE OUR SERVICES, INCLUDING WITHOUT LIMITATION, ANY OF OUR MOBILE APPLICATIONS. YOU ARE ENCOURAGED TO PRINT OR DOWNLOAD THESE TERMS AND TO REGULARLY CHECK THIS WEBSITE TO OBTAIN TIMELY NOTICE OF ANY CHANGES TO TERMS, WHICH MAY OCCUR FROM TIME TO TIME AND AT ANY TIME WITHOUT NOTICE.

1. Services and Pricing.

a. Sale of Services.

You will pay Premiere Conferencing (Japan), Inc. d/b/a Premiere Global Services ("PGi") for the generally available services provided by PGi to you, as subscribed by you, including without limitation, any PGi desktop, tablet and mobile applications (the "Services"), at the rates and according to these Terms of Service and any additional terms as set forth in schedules attached hereto or separate service orders, each hereby incorporated herein (the "Schedules" and "Service Orders", and collectively with these Terms of Service, this

"Agreement"). In the event of a conflict between any terms herein and in any Schedule, the terms of the Schedule for the particular service shall control. Charges for use of Services shall be invoiced in such manner as stated on an applicable Schedule, or if not therein provided, shall be invoiced at the end of each billing cycle, and, in all cases, payments are due within thirty (30) days after date of invoice.

b. Taxes and Other Charges.

PGi reserves the right, in its sole discretion, to change or institute new or additional rates, charges and/or fees for access to or use of the Services or to change its payment terms or billing methods at any time. PGi may suspend Services if PGi determines, in its sole discretion, that your previous payment record so warrants such change. Charges are exclusive of taxes. You 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, surcharges, charges for universal support mechanisms (including without limitation any and all federal or state Universal Service Fund charges) or other charges of any nature whatsoever, now or hereafter imposed or assessed on PGi, by any foreign, federal, state/provincial, county or local government authority upon or with respect to the Services provided. You shall indemnify PGi against any payments made by PGi which are Your responsibility under this paragraph. If you claim exemption from charges, you must provide PGi with a current, valid exemption certificate from the applicable regulatory authority.

c. Credit Cards.

Notwithstanding any other provision herein, for any fees and/or charges paid by credit or debit cards, you agree if payment is not received by PGi from the card issuer or its agents, you will pay all amounts due upon demand by PGi. Each time you use the Services, or allow or cause the Services to be used, you agree and reaffirm that PGi is authorized to charge your designated card in connection with the Services. YOU FURTHER AGREE THAT PGi MAY SUBMIT ADDITIONAL CHARGES FOR USE OF THE SERVICES EACH MONTH, QUARTER OR YEAR, AS APPLICABLE, IN ACCORDANCE WITH THIS AGREEMENT, WITHOUT FURTHER AUTHORIZATION FROM YOU, until you provide prior written notice (in accordance with PGi's verification procedures, as may be established by PGi from time to time in its sole discretion) that you terminate this authorization or desire to change your designated card. Such notices will not affect charges submitted before PGi reasonably could act on such notice. When you provide your card information to PGi (or its designated licensees or subcontractors), you represent and warrant to PGi that you are the authorized user of your designated card. You agree to promptly notify PGi of any changes to your designated card account number, its expiration date or your billing address, as applicable, and you 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 YOUR TRANSACTION(S) USING THE DESIGNATED CARD INFORMATION PROVIDED, PGI RESERVES THE RIGHT TO SUSPEND AND/OR TERMINATE THE SERVICES.**

d. Disputes.

Past-due balances not reasonably disputed in good faith as herein provided shall be subject to an interest charge of 1.5% per month computed from the due date of each invoice previously issued, or the maximum rate legally permitted, whichever is less, and you shall pay any collection costs, including reasonable attorneys' fees, and other expenses incurred by PGI to collect any such sums due under this Agreement. You must notify PGI of any charge disputed in good faith, with supporting documentation, within thirty (30) days from the date of invoice, or you will be deemed to agree to such charges and no adjustments to charges or invoices will be made. You remain responsible to pay charges not reasonably disputed in good faith as herein provided by the due date.

e. Beta Versions.

With respect to any Beta version of any of the Services (the "Beta Services") made available to you for purposes of evaluation and feedback, you acknowledge that the Beta Services may contain bugs, errors and other problems and are provided to you "as-is." To the extent permitted by law, **PGi disclaims any warranty or liability obligations to you of any kind with respect to the Beta Services.** You further acknowledge the importance of communication between PGI and you during your use of the Beta Services and hereby agree to receive related correspondence and updates from PGI and its suppliers. In the event you request to opt-out from such communications, your use of the Beta Services may be canceled. You also hereby acknowledge 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 you to announce or introduce the Beta Services. With respect to the Beta Services, this subsection shall 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 you have violated any conditions of and/or limitations on the Beta Services, PGI reserves the right to immediately terminate the Beta Services.

2. Term and Termination.

a. Term.

Services shall commence upon the Service Commencement Date as agreed upon by the parties, in writing, and shall continue, unless different terms are specified by the parties in a

Schedule, for a minimum term of twelve (12) months ("Initial Term"), with renewal terms continuing indefinitely thereafter at lengths equal to the Initial Term (each a "Renewal Term"). Without limiting the foregoing, if the term of any Services described in a Schedule or Service Order extends beyond the expiration or termination of this Agreement, the terms of this Agreement shall apply to such Services even after expiration or termination of the Agreement. Either party may terminate this Agreement at the end of a term by providing written notice to the other party of such termination at least sixty (60) days prior to the end of such term or as the parties otherwise agree, in writing.

In compliance with the notice requirement such notifications shall be sent by email to our sales representative as well as to add companycancellation@pgi.com as CC.

b. Promotional Term; Free Trial Term.

If you use 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 fees and/or other charges as defined by a particular promotional offer ("Free Services"), you will receive use of the Free Services solely for a limited period of time and all use of all Free Services shall be subject to the terms herein and any and all other restrictions, limitations and conditions identified or communicated to you with the specific Free Services offer, including without limitation, you are 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 you, 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 your failure to pay fees and charges not otherwise designated as specifically and expressly waived pursuant to the applicable promotional offer. TO THE EXTENT YOU SIGN UP TO PAY FOR SERVICES BY CREDIT OR DEBIT CARDS, YOU ACKNOWLEDGE AND AGREE THAT AS A CONDITION TO RECEIVE ANY FREE SERVICES, A FEE AND/OR CHARGE, AS APPLICABLE, WILL BE PRE-AUTHORIZED AGAINST YOUR CREDIT CARD OR DEBIT CARD LIMIT (MEANING THE AMOUNTS PRE-AUTHORIZED WILL NOT BE CONSIDERED AVAILABLE CREDIT OR DEBIT FUNDS IN SUCH ACCOUNT) AND, UNLESS THE PARTIES EXPRESSLY AGREE OTHERWISE, WILL BE IMMEDIATELY CHARGED TO YOUR CREDIT OR DEBIT CARD, WITHOUT FURTHER AUTHORIZATION FROM YOU, UPON THE EXPIRATION OF THE FREE SERVICES PERIOD, UNLESS YOU TERMINATE SERVICES IN ACCORDANCE WITH THE TERMS OF THE SPECIFIC PROMOTION AND/OR THIS AGREEMENT. FOR THE AVOIDANCE OF DOUBT AND NOTWITHSTANDING ANY OTHER PROVISION HEREIN, IN THE EVENT ANY PROMOTION HAS RATES AND/OR FEES NOT IMPLEMENTED UNTIL AFTER THE END DATE FOR FREE SERVICES ("RATE IMPLEMENTATION DATE") AND PGI AGREES TO MAKE AVAILABLE ANY

FREE SERVICES TO YOU PRIOR TO SUCH RATE IMPLEMENTATION DATE, UNLESS THE PARTIES OTHERWISE EXPRESSLY AGREE IN WRITING, YOUR INITIAL APPLICABLE TERM FOR SERVICES SHALL BE EXTENDED BY THE LENGTH OF THE FREE SERVICES PERIOD; PROVIDED, HOWEVER, IF SUCH FREE SERVICES PERIOD WOULD RESULT IN YOUR INITIAL APPLICABLE TERM ENDING IN THE MIDDLE OF A BILLING CYCLE, THEN SUCH TERM SHALL BE EXTENDED TO THE LAST DAY OF SUCH BILLING CYCLE.

c. 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 thirty (30) days after receipt of written notice of such breach. 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 your 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 (including without limitation any minimum commitments); or (iv) for breach, not subject to cure. All terminations by PGI shall be effective as of the date designated in the termination notice, and PGI shall not be liable to you 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(c).

d. Effect of Termination.

In the event of any termination, you remain 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 without limitation if you elect to not use the Services prior to the termination effective date.

e. Effect of Termination for Free Services.

In addition to and without limiting any other rights or remedies PGI has herein or otherwise identified or communicated to you with the specific Free Services offer, if PGI determines, in its sole discretion and whether or not it has conducted an audit, that you have violated any conditions of and/or limitations on the Free Services or any associated software, PGI reserves the right to immediately terminate the Free Services and to charge and to collect from you the amount you would have been required to pay for the Free Services as a retail customer (applying then-current list rates and/or Standard Charges, as applicable) during the period of your non-compliance. You agree to pay this amount to PGI, plus the cost of conducting any associated audits by PGI that in the sole discretion of PGI reveal non-compliance.

3. Proprietary Information and Non-Disclosure.

a. Proprietary Information

Each party acknowledges that, in the course of performing its duties under this Agreement, it may obtain information relating to the business, the Services and to the other party that is of a confidential and proprietary nature ("Proprietary Information"). Such Proprietary Information may include, but is not limited to, trade secrets, know-how, inventions, techniques, processes, computer programs, schematics, data, customer lists, financial information and sales and marketing plans. Without limiting the foregoing, this Agreement and the pricing terms referenced herein shall be considered Proprietary Information of PGI. Each party and its employees and agents shall at all times, during the term of this Agreement and thereafter, keep in trust and confidence all Proprietary Information and shall not use such Proprietary Information other than in the course of their duties under this Agreement, nor shall 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 shall 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 upon termination of this Agreement or at any time, or from time to time, upon the request of the other party.

b. 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.

- a. The Services provided under this Agreement and all associated intellectual and proprietary rights are the sole property of PGI and/or its suppliers. Further, except as required for use of the Services, you have no right or license to use any of the trademarks or trade names owned by, licensed to or associated with PGI and its suppliers (the "PGI Marks") during the

term of this Agreement without express written consent from PGI. Despite prior approval, you 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 you 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. If PGI elects to issue a press release pertaining to this Agreement, PGI and you agree to cooperate in a joint press release, subject to both parties' prior review and approval, announcing the execution of this Agreement. You agree to allow PGI to name you as a client of PGI in any marketing material PGI may create from time to time. PGI will not use your trademarks or trade names, other than the corporate name and/or logo or solely to the extent used in PGI's internal business communications and/or presentations, in any marketing materials without your prior written consent, which shall not be unreasonably withheld.

- b. PGI welcomes feedback regarding many areas of PGI's Services, including its web sites. Any ideas, suggestions, comments and/or other feedback you provide to PGI ("Feedback") shall be deemed to be non-confidential and PGI shall be free to use such information on an unrestricted basis. You 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 shall apply to submissions of all Feedback: You agree that: (i) all submissions and their contents will automatically become the property of PGI, without any compensation; (ii) 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; (iii) there is no obligation for PGI to review the submission; and (iv) there is no obligation to keep any submissions confidential. For the avoidance of doubt, you will not submit any Feedback to PGI that (i) you have reason to believe is subject to any patent, copyright, or other intellectual property claim or right of any third party; or (ii) 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. Your Compliance and Indemnification.

- a. You acknowledge that PGI has no control over the content of information published, posted, uploaded, exchanged, recorded or otherwise transmitted through the Services (whether visual, written or audible) and that PGI does not examine the use to which you put the Services or the nature of the information you or your users send or receive. You shall comply with and agree it is solely your responsibility to ensure the Services are used in accordance with all applicable foreign, federal, state/provincial and local laws relating to use

of the Services under this Agreement (including without limitation data privacy, export and control laws and regulations and laws relating to the use of VoIP-based services). Without limiting the foregoing, you agree that the use of the Services is subject to U.S. and local export control laws and regulations. Services may allow you to record meetings and to collect and utilize identifying information about your participants. If you or your users use the Services for direct marketing purposes or collect personal information through use of Services, you shall do so under your responsibility and you hereby agree to indemnify, defend and hold PGI harmless from any and all claims, losses damages, penalties and costs (including without limitation reasonable attorney's fees) arising out of your or your users violation of applicable privacy laws including obtaining all necessary consents and providing all appropriate notices. You represent that you are not a citizen of an embargoed country or a prohibited end user under applicable U.S. or local export and anti-terrorism laws, regulations and lists. You are responsible: (i) for any and all activities that may occur under your account, including without limitation, ensuring no content published, posted, uploaded, exchanged, recorded or otherwise transmitted through the Services infringes any third party's intellectual property rights or is unlawful, threatening, abusive, harassing, libelous, deceptive, fraudulent, invasive of another's privacy, vulgar, obscene or otherwise contains objectionable material of any kind or nature; and (ii) to maintain the confidentiality and security of your Host ID and/or access numbers, keys and passwords/passcodes. You agree to notify PGI immediately if there has been an unauthorized use of any Host ID and/or access numbers, keys and/or passwords/passcodes or any other breach of security and you shall be liable for fraudulent charges until such time as you have notified PGI to suspend any compromised Host IDs, access numbers, keys and/or passwords/passcodes. You acknowledge that PGI may from time to time monitor bridge activity relating to the Services for quality assurance and fraud detection and may further gather system data. Further, and notwithstanding confidentiality provisions herein, PGI may disclose information about your use of Services to satisfy any law, regulation, government agency request, court order, search warrant, subpoena or other legal process.

- b. You acknowledge that PGI does not provide traditional telephone service, and the services are not intended to support or carry any emergency calls to any emergency services of any kind. You need to make additional arrangements in order to access emergency services. Additionally, use of conference recording or taping any use of the Services may subject you to laws or regulations. You acknowledge and agree that you may not record or tape any Web, video or telephone conversation in connection with the services unless you are in compliance with all 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 you with any analysis, interpretation or advice regarding your

compliance with the above, and you are solely responsible and obligated to provide any required notifications to participants prior to commencement of conferences.

- c. You shall indemnify, defend and hold PGi, its officers, directors, employees, affiliates and its suppliers harmless from any claims, losses, damages, penalties or costs (including without limitation reasonable attorneys' or expert witness fees) arising out of your (or any individual or entity accessing the Services through you or your 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 shall survive any termination or suspension of the Services contemplated herein, the expiration or termination of this Agreement and final payment.

6. Warranty and Limitation of Liability.

ALL SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND PGi SHALL NOT HAVE ANY LIABILITY TO ANY PARTY, INCLUDING BUT NOT LIMITED TO YOU, FOR THE CONTENT OF INFORMATION TRANSMITTED BY YOU THROUGH THE SERVICES OR ANY LOSS, DELAY, INTERRUPTION, OR INACCURACY OF SUCH COMMUNICATIONS. PGi DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES OR COVENANTS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT REGARDING THE SERVICES. WITHOUT LIMITING THE FOREGOING, PGi MAKES NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, AND ANY MATERIAL, AND/OR DATA DOWNLOADED, UPLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS AT YOUR OWN DISCRETION AND RISK. PGi ALSO DOES NOT MAKE ANY WARRANTY OR GUARANTEE FOR ANY PRODUCTS OR SERVICES PROVIDED BY VENDORS SUGGESTED BY PGi. NEITHER PGi NOR PGi'S SUPPLIERS SHALL IN ANY EVENT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT OR OTHER MONETARY LOSS; LOSS OR INTERRUPTION OF DATA, RECORDINGS, COMPUTER TIME OR VOICE TRANSMISSIONS; ALTERATION OR ERRONEOUS TRANSMISSION OF DATA; ACCURACY OF DATA; INABILITY TO USE THE SERVICES TO CONTACT EMERGENCY SERVICES; UNAUTHORIZED ACCESS TO OR USE OF VOICE OR DATA PROCESSED OR TRANSMITTED BY, TO OR THROUGH THE SERVICE; OR PROGRAM ERRORS) EVEN IF PGi IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. PGi SHALL NOT BE LIABLE FOR ANY FAILURE TO PERFORM, OR DELAY IN PERFORMANCE OF, ITS OBLIGATIONS UNDER THIS AGREEMENT CAUSED BY REASONS BEYOND PGi'S CONTROL. IN NO EVENT SHALL PGi'S TOTAL LIABILITY TO YOU ARISING UNDER THIS AGREEMENT, WHETHER SUCH THEORY OF

LIABILITY IS BASED ON CONTRACT, TORT OR OTHERWISE, EXCEED AN AMOUNT EQUAL TO THE CHARGES (CALCULATED ON A PRO-RATED BASIS FOR ADVANCED PAYMENTS OF ALL CHARGES) BY PGI TO YOU FOR THE PARTICULAR SERVICE PERFORMED BY PGI DURING THE ONE MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE OF EVENT, ACT OR OMISSION GIVING RISE TO THE LIABILITY. In the event some or all of the foregoing limitations in this Section 6 may not be effective in the applicable jurisdiction or to the extent the applicable law mandates a more extensive warranty, the applicable law will prevail over these terms.

7. Notices.

Notices to you for billing or account management purposes will be addressed to the address provided to PGI. You hereby grant PGI express consent to contact all individual account holders and moderators to communicate information regarding PGI's services and products, including without limitation, upgrades, enhancements, end-of-life, modifications and/or other feature changes. Without limiting the foregoing, you grant PGI express consent to periodically contact you and/or to forward to the e-mail address(es) related to your account on file information regarding PGI's services and products, including without limitation, upgrades, enhancements, end-of-life, modifications and/or other feature changes and/or various promotional and advertising materials regarding other PGI's products, services, marketing plan and other business related items.

8. Miscellaneous.

This Agreement may be executed in counterparts, each of which will be deemed an original but all of which together will constitute one and the same document. 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, the remaining terms shall not be affected or impaired thereby, and the illegal, invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the allocation of risk. 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 or of any other obligations, agreements or conditions contained herein. The parties' relationship to each other shall be that of independent contractors. Neither party shall or shall be deemed to be an agent, employee, partner of, or joint venture with the other party. 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 shall 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. You may not assign your 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 shall 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 Tokyo District Court to resolve any disputes arising hereunder.

9. Entire Agreement.

This Agreement, including all Schedules attached hereto, constitutes the final, complete and entire agreement between the parties with respect to the subject matter hereof, and supercedes 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. If you require use of a non-PGI-form purchase order in connection with any of the Services to be performed hereunder, you hereby acknowledge and agree that to the extent such purchase order contains any pre-printed or other terms and conditions, such terms and conditions, whether in addition to or in conflict with this Agreement, shall have no effect whatsoever and this Agreement shall govern the relationship between PGI and you. Without limiting any other rights in this Agreement, PGI may amend at any time the provisions of this Agreement by, at PGI's election: (i) posting revised terms and conditions ("Amended Terms") on www.pgi.com (the "PGI Web Site"); (ii) delivering the Amended Terms to you at the address, fax or e-mail address provided herein (such delivery may be included in invoices for the Services delivered to you); or (iii) by other reasonable means as permitted by applicable laws. All Amended Terms shall automatically be effective the earlier of: (i) the date indicated on the PGI Web Site or (ii) your next billing cycle following posting or delivery to you. YOU AGREE TO BE SOLELY RESPONSIBLE FOR REGULARLY REVIEWING THE PGI WEB SITE TO OBTAIN TIMELY NOTICE OF ANY SUCH AMENDED TERMS AND PGI's THEN-CURRENT TERMS AND CONDITIONS. BY USING THE SERVICES AFTER POSTING OR DELIVERY OF AMENDED TERMS, YOU WILL BE DEEMED TO HAVE ACCEPTED AND BE BOUND BY SUCH AMENDED TERMS. No such amendment by PGI shall serve to constitute a default or termination by PGI of this Agreement, nor shall such amendment serve to be a basis for your termination 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.

Schedules of Additional Terms of Service.

In addition to the above terms and conditions, by using any of the following Services (including any trial or promotional/free use): GlobalMeet®/®, Audio, GlobalMeet Webcast™, GlobalMeet Audio for Skype for Business Online Services or Dolby Voice Client Software), you shall be deemed to have agreed to such Services' applicable Additional Terms of Service. PRIOR TO USING ANY SUCH SERVICES, YOU AGREE (i) TO BE SOLELY RESPONSIBLE FOR REGULARLY REVIEWING PGI's ADDITIONAL TERMS OF SERVICE, WHICH ARE AVAILABLE ON PGI'S WEBSITE, VIA THE LINKS BELOW, AND/OR UPON REQUEST FROM PGI SALES REPRESENTATIVES, AND (ii) TO OBTAIN TIMELY NOTICE OF ANY CHANGES TO SUCH TERMS. In the event of a conflict between any terms herein and in any Schedule, the terms of the Schedule for the particular service shall control.

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[Schedule of Additional Terms of Service for Licensed Services – GlobalMeet Collaboration](#)

Schedule of Additional Terms of Service for Audio Services

By using the Audio Services (as below defined, including any trial or promotional/free use), you agree to the following Additional Terms of Service for Audio Services.

Customer Rates & Standard Charges.

You will pay PGI for the audio conferencing services provided (the "Audio Services") at the "Customer Rates" and "Standard Charges" (as below defined) and according to the terms of this Agreement and this Schedule of Additional Terms of Service for Audio Services. For purposes of this Agreement, Customer Rates are those specifically negotiated by you and agreed to by PGI, and Standard Charges are for those Audio Services not subject to Customer Rates and/or rates included at list and all taxes, fees and surcharges. PRIOR TO USING ANY AUDIO SERVICES, YOU AGREE (i) TO BE SOLELY RESPONSIBLE FOR REGULARLY REVIEWING PGI'S STANDARD CHARGES, WHICH ARE AVAILABLE UPON REQUEST FROM PGI

SALES REPRESENTATIVES, AND (ii) TO OBTAIN TIMELY NOTICE OF CURRENT STANDARD CHARGES, INCLUDING ANY INCREASES OR OTHER CHANGES. For the avoidance of doubt, and notwithstanding any other provision herein or in any Schedule or this Agreement, no notice of any kind, written or otherwise, is required for changes to Standard Charges or Customer Rates as each is defined above.

Minimum Audio Commitment.

In the event you agree to a minimum commitment for use of the Audio Services during the term of the Agreement ("Minimum Audio Commitment") and do not meet your Minimum Audio Commitment in any given month, quarter or year, as applicable, PGI shall invoice for, and you shall pay, upon receipt of invoice, the shortfall equal to the difference between the Minimum Audio Commitment during each applicable term less any payments for actual usage made by you during each applicable period during the term of the Agreement. For commitments based on minutes, the shortfall amount in dollars shall be calculated based upon pricing using the proportion of Audio Services as you actually used during the applicable period. Only the per minute usage of the PGI meeting solutions shall be applicable to the Minimum Audio Commitment.

Effect of Termination by you with Minimum Audio Commitment.

If you have agreed to a Minimum Audio Commitment and in the event that you terminate this Agreement (not due to breach by PGI) or if PGI terminates on account of your breach, you shall pay to PGI as liquidated damages, but not as a penalty and representing a reasonable estimate of the probable loss to PGI, the shortfall resulting from your failure to meet any Minimum Audio Commitment for the term of this Agreement, which amount shall equal the difference between the Minimum Audio Commitment multiplied, as applicable, by the number of months, quarters or years in the term less any payments for actual usage made by you during the term of this Agreement; provided, however, no payments over and above the Minimum Audio Commitment for any one month, quarter or year, as applicable, shall apply to or in any way be credited against any other, past or present, Minimum Audio Commitment or the overall shortfall amount for the term of this Agreement.

Schedule of Additional Terms of Service for GlobalMeet Webcast

Services.

By using GlobalMeet Webcast™ Services (including any trial or promotional/free use), you agree to the following Additional Terms of Service for GlobalMeet Webcast Services.

GlobalMeet Webcast Services.

PGi (or an affiliate of PGi) hereby undertakes to produce webcasting events utilizing the GlobalMeet Webcast software application platform (the "Platform") and various services and tools (the "GlobalMeet Webcast Services") that PGi offers Customer for use (an "GlobalMeet Webcast Event").

License/Platform.

PGi hereby grants to Customer the non-exclusive non-transferable, non-sublicensable, revocable right to access and use the Platform, solely to the extent required to use the GlobalMeet Webcast Services and produce an GlobalMeet Webcast Event. Customer may not rent, lease, grant a security interest in, or otherwise transfer any rights in the use of the Platform or the GlobalMeet Webcast Services. Customer shall not allow someone other than Customer or PGi to manage an GlobalMeet Webcast Event. Customer is prohibited from reselling or acting as a service bureau for any of the GlobalMeet Webcast Services.

Customer shall not reverse engineer, modify, decompile, disassemble, translate or otherwise attempt to derive source code from any part of the GlobalMeet Webcast Services or associated software. Customer shall not remove, alter or obscure in any way any proprietary rights (i.e., copyright) notices.

Modifications and Releases.

From time to time after the date of this Agreement, new releases to the Platform may add, enhance or change the features and services available hereunder. Customers shall be entitled to use, if they choose, any such new features and services but additional charges may apply. PGi reserves the right to withdraw, suspend or discontinue any functionality or feature of the GlobalMeet Webcast Services.

User Content.

Customer warrants and represents that it is the owner or licensee of any content that it uploads, records or otherwise transmits through the GlobalMeet Webcast Services.

Submissions.

As between PGi and Customer, PGi alone will own all rights, title and interest, including all related intellectual property, to any suggestions, ideas, feedback, improvements, recommendations or other information created, conceived, or reduced to practice, by or on behalf of Customer, any viewer or any subscriber to an GlobalMeet Webcast Event.

Compliance.

GlobalMeet Webcast Services provide functionality that allows a Customer to record audio and data shared during sessions and to collect and utilize identifying information about your participants. If you or your users use the Services for direct marketing purposes or collect personal information through use of Services, you shall do so under your responsibility and in compliance with privacy laws. You hereby agree to indemnify, defend and hold PGi harmless from any and all claims, losses damages, penalties and costs (including without limitation reasonable attorney's fees) arising out of your or your users

violation of applicable privacy laws including obtaining all necessary consents and providing all appropriate notices.

Cookies.

By using the GlobalMeet Webcast Services or PGI websites, Customer agrees to the use of cookies which PGI uses to facilitate use of the GlobalMeet Webcast Services and websites. More information about PGI's use of cookies is contained in PGI's Privacy Policy available at www.pgi.com.

- **Schedule of Additional Terms of Service for GlobalMeet Audio for Skype for Business Online Services**

By using GlobalMeet Audio for Skype for Business Online (including any trial or promotional/free use), you agree to the following Additional Terms of Service.

Provision of Audio Conferencing Services.

You acknowledge that the audio conferencing Services subject to this Agreement are provided by PGI (and not Microsoft or its affiliates). You must subscribe or, or acquire a license to, Skype for Business Online as a pre-requisite for operation of such Services.

Permitted Audio Conferencing Countries.

If you acquire subscriptions for Services outside countries permitted by PGI or its suppliers, as determined in your sole discretion ("Permitted Countries") may not be able to use the Services in their home country or any other country that is not a Permitted Country. The Services may be restricted or unavailable to a conference participant that accesses a conference from a country that is not a Permitted Country. PGI may suspend or terminate the provision of Services without notice if deemed necessary by PGI to ensure compliance with applicable laws.

Consent.

You hereby consent to the provision of your information to Microsoft in connection with the Services, and consent to Microsoft's receipt and use of your information in connection with Microsoft's provision of Skype for Business Online and Microsoft's fulfillment of all of its obligations in connection with the delivery of Skype for Business Online. You hereby grant permission to Microsoft to use your information in connection with Microsoft's provision of Skype for Business Online and support services. In addition, you hereby

consent to disclosure by Microsoft to PGI of your call detail records related to Skype for Business Online for billing and technical use.

Intellectual Property.

You shall not reverse engineer, modify, decompile, disassemble, translate, separate the components or otherwise attempt to derive source code from any part of Skype for Business Online. You shall not remove, alter or obscure in any way any proprietary rights notices (i.e., copyright notices), or cause any part of Skype for Business Online, or any software or materials provided by Microsoft to become subject to the terms of any license that requires as a conditions of use, modification or distribution of software subject to such license, that it or other software combined or distributed with it be (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; or (iii) redistributable at no charge. You have no right or license to use any of the trademarks or trade names owned by, licensed to or associated with Microsoft during the term of this Agreement.

User Conduct.

You have all necessary rights to all data, software programs or services that you use in connection with your access and use of Skype for Business Online, and your use of any of the foregoing does not infringe intellectual property or other proprietary rights of any third party. You warrant and represent you will not publish, post, upload, record or otherwise transmit content that: (i) violates the rights of any third party or subjects Microsoft to any other obligations to you or any third party; or (ii) violates any law, statute, ordinance or regulation.

Microsoft as Third Party Beneficiary.

You acknowledge and agree that Microsoft and Microsoft's affiliates are intended third party beneficiaries under the relevant sections of the Agreement and shall have a direct right of action to enforce the same against you. For the avoidance of doubt, in addition to the foregoing "additional terms," all terms and conditions set forth in the Agreement do and will apply to your use of GlobalMeet Audio for Skype for Business Online.

- **Schedule of Additional Terms of Service for Dolby – End-User**

License Agreement for Dolby Voice Client Software

END-USER LICENSE AGREEMENT ("AGREEMENT") FOR DOLBY VOICE CLIENT SOFTWARE

This End User License Agreement ("EULA") is a legal agreement between you (as an individual hereinafter referred to as "you" or "Customer") and Dolby Laboratories, Inc., a

California Corporation, and Dolby International AB, a Swedish company residing in The Netherlands (collectively "Dolby") for the Dolby Voice Client software that accompanies this EULA, which includes computer software and may include associated media, printed materials, "online" and electronic documentation (collectively, the "Software"). Dolby is providing you with the Software pursuant to a separate agreement between you (or a third party such as your employer) and one of Dolby's licensees (a "Parent Agreement"). In the case of a conflict this EULA takes priority over the Parent Agreement and governs your use of the Software. YOU HEREBY AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT BY ACCEPTING THIS AGREEMENT, OR BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT DO NOT INSTALL, COPY, OR USE THE SOFTWARE.

1. LICENSE GRANT.

Dolby grants you only those rights expressly granted to you in this EULA provided that you comply with all terms and conditions of this EULA.

1. Software License Grant.

Dolby grants you a nonexclusive, revocable, limited, non-transferable license to (a) install and run the Software solely for the purpose of accessing the conferencing service solutions provided under the Parent Agreement and (b) make one copy of the Software solely for backup or archival purposes.

2. Documentation.

You may make and use an unlimited number of copies of the documentation, if any, provided that such copies shall be used solely for your own use in association with the Software and are not to be republished nor distributed (in hard copy, electronic or any other form) beyond your premises or to any third party.

3. Beta Materials.

The following apply to any Software provided as "pre-release" or "beta:" (a) You shall identify errors, potential improvements, and provide other feedback to Dolby about the pre-release or beta Software as reasonably requested by Dolby, and (b) Dolby reserves the right not to commercially release pre-release or beta Software or, if it does so, to alter prices, features, specifications, capabilities, functions, licensing terms, release dates, and other characteristics of the commercial release.

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4. TERMINATION.

Without prejudice to any other rights, Dolby may immediately terminate this EULA if you are in material breach of any of the terms or conditions of Sections 1-3 of this EULA which has not been remedied within 14 days of written notice from Dolby to you. In such event, you must immediately cease using the Software and destroy all copies of the Software and all of its component parts.

5. REPRESENTATIONS AND WARRANTIES.

1. You represent, warrant, and covenant that your use of the Software will at all times comply with the terms of this EULA, applicable laws and regulations and that you will not install, use, access, or run the Software for purposes other than accessing the conferencing services provided under the Parent Agreement.
2. Dolby represents and warrants that (a) it owns or has the right to license the Software and (b) that the Software is complete, correct, effective, and capable of meeting the specifications included in the documentation, if any, provided under the Parent Agreement. Your sole remedy for breach of the foregoing representation in Section 5.2(b) shall be Dolby's commercially reasonable efforts to redeliver the affected Software.

6. DISCLAIMER OF WARRANTIES.

EXCEPT AS OTHERWISE SET FORTH ABOVE, DOLBY MAKES NO WARRANTIES REGARDING THE SOFTWARE. FURTHER, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DOLBY AND ITS SUPPLIERS PROVIDE THE SOFTWARE AS IS, AND HEREBY DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, USAGE OR TRADE. THERE IS NO WARRANTY THAT THE SOFTWARE WILL OPERATE IN THE COMBINATIONS THAT YOU MAY SELECT FOR USE, THAT THE OPERATION OF THE SOFTWARE WILL BE ERROR-FREE OR UNINTERRUPTED OR THAT ALL SOFTWARE ERRORS WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER

ORAL OR WRITTEN, OBTAINED FROM DOLBY OR ELSEWHERE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. THE ENTIRE RISK AS TO THE QUALITY, OR ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE REMAINS WITH YOU.

7. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES.

IN NO EVENT WILL DOLBY BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE SOFTWARE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT DOLBY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. YOU AGREE THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

8. LIMITATION OF LIABILITY AND REMEDIES.

NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED HEREIN AND ALL DIRECT OR GENERAL DAMAGES IN CONTRACT OR ANYTHING ELSE), THE ENTIRE LIABILITY OF DOLBY AND ANY OF ITS SUPPLIERS UNDER ANY PROVISION OF THIS EULA AND YOUR EXCLUSIVE REMEDY HEREUNDER (OTHER THAN THE LIMITED REMEDY DESCRIBED IN SECTION 5.2 ABOVE) SHALL BE LIMITED TO THE AMOUNT OF USD\$10.00 (TEN US DOLLARS). THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS (INCLUDING SECTIONS 6 AND 7 AND THIS SECTION 8) SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

9. GOVERNING LAW:

The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of Japan, without respect to conflict of laws provisions, and you agree to submit to the jurisdiction of the Tokyo District court.

Services & Pricing Schedule Billing Footnotes, Charges &

Fees:

- Services will be billed in Japanese Yen, unless expressly stated otherwise by PGI or agreed upon by the parties in writing.
- Without limiting any other applicable fees and charges, Customer will be charged overage fees for minutes used that exceed allotted minutes available to Customer pursuant to specific service plans offered from PGI and agreed to by Customer.
- International rates and surcharges apply on a per minute basis for all calls originating outside the non-contiguous United States and/or international dial-out.
- For calls with less than three (3) participants, a minimum Connection Charge will apply.
- Call set-up and disconnect charges also apply to all inbound and outbound legs of all calls.
- PGI rounds completed calls to the next full minute on a per participant basis and rounds the price of the call to the nearest whole Yen. Services that are not listed herein, including Enhanced Services such as moderator set-up, cancellation, rescheduling and no-show fees for Operator Assisted calls, are subject to PGI's Standard Charges, which are available upon request from Customer's PGI Sales Representative.
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- This terms of Service comes into effect on 1 December 2019.
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