

SCHEDULE OF ADDITIONAL TERMS OF SERVICE FOR MODALITY PRODUCTS & SERVICES

CUSTOMER ACKNOWLEDGES AND AGREES THAT THE MODALITY SYSTEMS PRODUCTS AND SERVICES SET FORTH ON THIS SERVICES AND PRICING SCHEDULE MAY BE PROVIDED BY PGI OR AN AFFILIATE, AND THAT CUSTOMER MAY RECEIVE SEPARATE INVOICES FOR SUCH SERVICES.

By using the Modality Business Apps (including any trial or promotional/free use), Customer agrees to the following Additional Terms of Service for Modality Business Apps.

License Fee. You will pay PGI a license fee ("License Fee") per Named User (as below defined) for the business applications to be used with the instant messaging features of Microsoft Lync® and Skype for Business® (the "Modality Business Apps"), in addition to any additional fees or charges not otherwise designated as specifically and expressly waived pursuant to an applicable promotional offer. For the purposes hereof, a "Named User" is an individual designated and identified by you as an organizer/administrator who is authorized to use the Modality Business Apps. You will be billed for and you shall pay all invoices, in their entirety, for each applicable period during the term of this Agreement. All License Fees are prepaid and non-refundable, with payments due within thirty (30) days after the date of invoices. **For the avoidance of doubt, you are not and will not be entitled to any prorated billing or credits or refunds of any kind, including without limitation in the event you elect to not use the Modality Business Apps during any billing period. You further acknowledge and agree that PGI reserves the right to change pricing or modify or discontinue any or all Modality Business Apps and any methods of access at any time for any reason, without notice. Without limiting the foregoing, PGI reserves the right, in its sole discretion, to change or institute new or additional charges and/or fees for access to or use of the Modality Business Apps at any time as provided in the Agreement.**

Increasing Named Users. For so long as PGI supports such selections, you may increase your number of Named Users, at any time, subject to the applicable License Fee. All increases in Named Users by you will become an integral part of this Agreement, increase your total License Fee and be subject to automatic renewal. You will be billed for such increase in Named Users, beginning as of the date of selection. For the avoidance of doubt, all Named Users shall be subject to PGI's terms and conditions, including without limitation, these Additional Terms of Service for Modality Business Apps.

Upgrades/Updates. In the event that upgraded versions or updates of the Modality Business Apps are developed, PGI will make such upgrades and/or updates available to you as part of your License Fees, provided all License Fee payments are up to date.

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. License Fees are prepaid and non-refundable. You will not be entitled to any prorated credits or refunds of License Fees of any kind. 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 Modality Business Apps and/or this Agreement for its convenience and without liability by providing at least sixty (60) days' prior written notice (invoice stuffers and emails permitted) to you, with such terminations effective as of the date designated in the applicable termination notice. Upon termination of the Modality Business Apps for any reason, you agree to immediately delete the Modality Business Apps together with any backup copies.

Intellectual Property; Marketing; Images and Links. You are being granted a limited, non-exclusive, non-transferable, non-sublicensable revocable right to use the Modality Business Apps, and any software associated with the Modality Business Apps, in accordance with the provisions herein during the term of the Agreement. All other rights are reserved by PGI, and you agree that you shall not remove, obscure or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to or contained within the Modality Business Apps. You acknowledge and agree 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 you may have access to as part of, or through the use of the Modality Business Apps 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). You may 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 shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Third-Party Content from the Modality Business Apps. PGI may also provide tools (but has no obligation) to filter out explicit content, and you understand that by using the Modality Business Apps, you may be exposed to Third-Party Content that you may find offensive, indecent or objectionable. You use the Modality Business Apps at your own risk. You understand that by using the Modality Business Apps with a webcam or other photographic or video device and/or a microphone, you will transmit images and audio to users. You hereby release, discharge and agree 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. The Modality Business Apps may include links to other web sites ("Linked Sites"). You acknowledge and agree that such links are provided for convenience only and do not reflect any endorsement by PGI with respect to the providers of the Linked Sites or the quality, reliability or any other characteristic or feature of the Linked Sites. PGI is not responsible in any manner (including without limitation with respect to any loss, damage or injury you may suffer) for any matter associated with the Linked Sites, including without limitation, the content provided on or through the Linked Sites or your reliance thereon. **PGI MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY LINKED SITES: YOUR USE OF ANY LINKED SITE IS SUBJECT TO THE TERMS AND CONDITIONS APPLICABLE TO THE LINKED SITE AND SOLELY AT YOUR OWN RISK.**

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Named Users, Content and Conduct/Use. To use the Modality Business Apps, you must be 18 years or older, if an individual, and must complete the sign-up/registration process, which includes, without limitation, providing a valid email address, agreeing to be bound by PGI's required terms applicable to the use of the Modality Business Apps and meeting such other requirements as PGI directs. You agree to maintain and update your registration information as required to keep it current, complete and accurate. If PGI discovers that any of your registration information is inaccurate, incomplete or not current, PGI may suspend and/or terminate your right to access and receive the Modality Business Apps. 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 Modality Business Apps to any individual or entity who has cancelled any number of previous accounts. Only Named Users (as below defined) may use the Modality Business Apps, and there may be only one user/employee assigned to any Named User licenses to be used in connection with the Modality Business Apps. 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. You are at all times responsible for monitoring and maintaining the use of the Named User licenses within the forgoing parameters, and you shall indemnify PGI in the event a claim is brought or damages are incurred due to a Named User's or your misuse of the Named User license. A Named User designation may not be transferred to another employee except upon (a) termination of the Named User's employment with you, or (b) in all other instances, PGI's express prior written approval. You acknowledge that PGI has no control over the content of information transmitted by you through the Modality Business Apps (whether visual, written or audible) and that PGI does not examine the use to which you put the Modality Business Apps or the nature of the information you or your users send or receive. You acknowledge and agree that PGI shall have no liability for the deletion or failure to store any information, content or data transmitted using the Modality Business Apps. Further, you expressly agree: (i) to comply with all applicable foreign, federal, state/provincial and local laws relating to use of the Modality Business Apps under this Agreement (including without limitation, export and control laws and regulations); (ii) not to upload, post, email or otherwise transmit content through use of the Modality Business Apps that (1) infringes any third-party intellectual property or other proprietary rights or rights of publicity or privacy; (2) is unlawful, threatening, abusive, harassing, tortuous, libelous, defamatory, deceptive, fraudulent, invasive of another's privacy, vulgar, obscene, hateful or discriminatory or otherwise contains objectionable material of any kind or nature; (3) violates any law, statute, ordinance or regulation (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination or false advertising); (4) is profane, indecent, obscene, harmful to minors or child pornographic; (5) contains any viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information or property of another; (6) that includes any unsolicited or unauthorized advertising or marketing; or (7) is materially false, misleading or inaccurate or that you do not have the right to transmit under any law or under contractual or fiduciary relationships; (iii) not to: (1) impersonate any person or entity, falsely or otherwise misrepresent your affiliation with a person or entity, or forge headers or otherwise manipulate identifiers in order to disguise the origin of any content uploaded, posted, emailed or otherwise transmitted; (2) harvest or otherwise collect information about others, including e-mail addresses, without their consent; (3) use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity that is not a user of the Modality Business Apps any directory of other users or usage information or any portion thereof other than in the context of your use of the Modality Business Apps; (4) reproduce, duplicate, copy, sell, trade or resell the Modality Business Apps for any purpose, including you may not act as a service bureau for the Modality Business Apps or rent, lease, grant a security interest in, or otherwise transfer any rights in the use of the Modality Business Apps; (5) use or exploit any portion of the Modality Business Apps to provide commercial services to third parties or otherwise generate income from the Modality Business Apps or use the services for the development, production or marketing of a service or product substantially similar to the Modality Business Apps; (6) interfere with, damage, disable, overburden, impair or disrupt hardware, software or networks connected to the Modality Business Apps, or any other users of the Modality Business Apps, or violate the regulations, policies or procedures of any networks; (7) attempt to gain unauthorized access to the Modality Business Apps, other accounts, computer systems or networks connected to the Modality Business Apps, through password mining or any other means; (8) reverse engineer, modify, decompile, disassemble, translate or otherwise attempt to derive source code from any part of the Modality Business Apps or associated software; or (9) use the Modality Business Apps for illegal purposes (including without limitation, gambling or betting); and (iv) you are solely responsible for any and all activities that may occur under your account and to maintain the confidentiality and security of any Host ID, 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 any 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 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 Modality Business Apps to satisfy any law, regulation, government agency request, court order, search warrant, subpoena or other legal process.

Modality Business Apps Warranty. PGI warrants that, for a period of ninety (90) days ("Warranty Period") after provisioning, the Modality Business Apps (and where relevant, any update and/or upgrade) will function substantially in accordance with its accompanying printed or electronically available documentation. This warranty covers only problems reported to PGI within the Warranty Period. As your sole and exclusive remedy and PGI's entire liability for any breach of this warranty, PGI will, at its sole option and expense, either (a) promptly repair or replace any Modality Business Apps (and where relevant any update and/or upgrade) which fail to comply with this warranty or (b) if PGI is unable to repair or replace the non-compliant Modality Business Apps (and where relevant any update and/or upgrade), terminate the Modality Business Apps immediately and, upon your return or destruction of all copies of the non-conforming Modality Business Apps (and where relevant any update and/or upgrade), refund to you the License Fees paid for the nonconforming Modality Business Apps (and where relevant any update and/or upgrade), provided that you promptly

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supply all information that may be necessary to assist PGi in resolving the defect or fault, including a documented example of any defect or fault, or sufficient information to enable PGi to re-create the defect or fault.

License Keys. PGi will provide you with any license keys required to activate and use the Modality Business Apps (and where relevant any update and/or upgrade). These license keys are used to ensure that the Modality Business Apps (and where relevant any update and/or upgrade) operate in accordance with the license granted herein. Accordingly, the Modality Business Apps (and where relevant any update and/or upgrade) may contain time-out devices or similar technology intended to prevent use of Modality Business Apps (and where relevant any updates and/or upgrades) in the event of violation of the Agreement. You agree not to attempt to disable or tamper with the license key system or any other license enforcement technology incorporated into the Modality Business Apps (and where relevant any update and/or upgrade).

Modality Professional Services, Managed Services & Support. From time to time, You may desire to engage the technical consulting services of Modality to provide the specific services identified in an applicable Statement of Work ("SOW") or Statement of Services ("SOS", and together or separately "SOW/SOS"), and which upon mutual execution of both parties are accompanied herewith and incorporated herein, and Modality is willing to provide such services in accordance with the terms of this Agreement. Neither party is obligated to the other for such contemplated professional or managed services & support, nor for payment of such, absent the mutual execution of an applicable SOW/SOS.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the parties agree as follows:

1. Services. Modality shall deliver services as follows:

- A. Modality Services ("Modality Services") are from time-to-time described in a SOW/SOS, which contents substantively meeting the examples of Addendums A and B. Modality shall be responsible for the quality, timely completion and coordination of all of Modality's work performed in connection with delivery of the Modality Services, including that performed by subcontractors, if any. Modality shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such work.
- B. Modality shall comply with any and all laws, rules and regulations regarding the performance of Modality Services under this Agreement, and will also comply with all applicable standards of care in performing the Modality Services, commensurate with Modality's role and the size, scope and nature of the described services in an applicable SOW/SOS.
- C. Modality shall perform the Modality Services in a timely manner based upon a mutually agreed time table set forth in each mutually accepted SOW/SOS, provided however, that under no circumstances shall Modality be responsible for delays beyond its exclusive control.
- D. Modality shall promptly notify You whenever Modality becomes aware of any substantial development or occurrence that materially affects or may affect the scope or timing of the Modality Services under an SOW/SOS.

2. Fees and Commissions.

- A. You shall pay Modality, as compensation for its performance of the Services or Products, the fees and/or commissions set forth in the applicable SOW/SOS and computed in accordance with this Agreement. As described in an applicable SOW/SOS, Modality shall submit periodic invoices for services rendered per the terms outlined in the SOW/SOS. Such invoices shall be submitted with appropriate documentation that such services have been performed. Thereafter, You shall pay Modality for the amount of each such invoice within thirty (30) days following receipt of such invoice, without deduction or offset of any kind, except as expressly permitted herein. Unless otherwise stated in a SOW/SOS, all prices quoted are subject to Value Added Tax (VAT), or other local services taxes as determined by local regions, for which You may be charged and agree to pay, if applicable.
- B. Any fee amounts reasonably disputed by You may be held back, with a written explanation as to why such amount has not been paid. Upon such an occurrence, senior representatives of both Parties shall discuss and attempt in good faith to resolve any dispute regarding disputed invoice. Modality may without penalty or prejudice suspend its performance of services if any undisputed invoice is more than ten (10) days past-due.
- C. You agree to reimburse Modality for all reasonable, pre-approved travel and material expenses in support of a Modality Services, as approved in writing by You. Modality will invoice You with such expenses, and will provide receipts or evidence of expenses upon request.
- D. From time-to-time, third-party funding of Modality Services may be available to You (for example, Microsoft Corporation funding may fund a *Skype for Business* deployment effort). In such cases, Modality will make reasonable efforts to work

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with the third party funding Accounts Payable teams; if, however, such third party funding is refused or rejected for any reason, You agree to make whole the entirety of the funding opportunity, and pay the total fees as specified in a SOW/SOS, subject to the terms of this Addendum.

3. Your Additional Responsibilities.

- A. You shall promptly designate a representative to whom communications from Modality shall be directed and who shall have authority on behalf of You to make all necessary decisions with respect to work described in a SOW/SOS.
- B. You shall promptly provide Modality with all necessary information related to work of the SOW/SOS reasonably required by Modality to perform Modality Services. In particular, You shall promptly and substantively respond to communications from Modality, and assist Modality and/or arrange for Modality to have access to enter private and public property, and reasonable and necessary access to Your network, server, or data systems, as required for Modality to perform its services.
- C. You shall promptly obtain any and all required approvals and permits that are or may be required for completion of the work described in a SOW/SOS, and/or any part thereof.
- D. You shall promptly notify Modality whenever You becomes aware of any substantial development or occurrence that materially affects or may affect the scope or timing of Modality's Services under an SOW or SOS.

4. Term and Termination.

- A. An applicable SOW/SOS issued hereunder shall be terminated prior to the expiration of its term upon the occurrence of any of the following events: (i) immediately if for "Cause" (as defined below); (ii) Modality's voluntary termination upon thirty (30) days advance written notice to You; (iii) Your voluntary termination of Modality's services upon thirty (30) days advance written notice to Modality.
- B. Post-Termination Compensation.
 - (1) Upon termination by Modality for cause, You shall promptly thereafter pay Modality all fees and commission amounts to which Modality is entitled pursuant to the terms of Addendum "A", including without limitation, all amounts for work completed and/or product sold as of the effective date of termination.
 - (2) In the event of termination of this Agreement by Modality pursuant to Section 4(a)(ii), by Client pursuant to Section 4(a)(iii), or by Client for Cause, Modality's entire right to compensation shall be limited to the value of work performed as of the date of termination; Modality shall promptly refund any prepaid funds which exceed the value of work performed as the date of termination.

5. Inspection; Rejection.

- A. Your authorized representatives shall be permitted to inspect all Modality Services performed and materials/equipment provided under any SOW/SOS.
- B. All Modality Services performed and material furnished by Modality are subject to acceptance by Client based on the material and labor's conformity to applicable Project specifications. In the event where Modality or its subcontractor were to provide materials and or labor that does not conform to the project specifications and has not gained prior approval from Client or its representative, the material and or labor will be subject to rejection. Rejected work or materials shall be replaced or redone at the expense of Modality. Work and materials submitted for inspection shall be deemed accepted by all Parties, if no response detailing the faults of work and/or materials, is provided to Modality within ten (10) business days of submittal.

6. Modality Services Warranty. Modality warrants that Modality and its employees shall, in performing Modality Services hereunder, exercise the degree of skill, care and diligence consistent with best commercial practices. Modality shall perform Modality Services in a good and workmanlike manner and in compliance with any and all requirements specified in the SOW/SOS. Modality also warrants that any products, material or equipment supplied by Modality are merchantable and substantially comply with any and all requirements identified or provided by You. Modality shall provide products, material and equipment that are free from defects, whether patent or latent, in design, material and workmanship, and are suitable for the particular use for which the items are purchased. Modality further warrants that all products, material and equipment are free and clear of all liens and encumbrances, and that Modality has secured for You the unrestricted right to own, sell or use such items. Modality shall transfer all manufacturer or vendor warranties associated with all products, material, equipment and any other goods supplied to You and/or such entity as designated by You.

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Modality, without cost to You, shall promptly do all things reasonably necessary to correct any breach of the above warranties in a manner satisfactory to You. If Modality is unable or refuses to repair or replace any defective item or nonconforming goods, as You may require, Modality will refund or credit the fees charged for producing the defective item or nonconforming goods, including and up-to the impacted fees of the entire applicable SOW/SOS, to the extent the total services are negative affected by the defect. You may, at Your sole option, elect to retain nonconforming goods, in which event an equitable adjustment shall be made in the price thereof. In no circumstances shall the total amount credited or refunded exceed the total value of the applicable SOW/SOS.

This warranty supersedes any lesser warranty, whether stated or implied, which may be contained in proposals, confirmations, or other documentation delivered to You by Modality following the issuance of this Agreement, regardless of whether the same may be accepted or otherwise approved by You, unless a lesser warranty is specifically identified and agreed to in writing as part of an SOW/SOS.

Equipment warranty is provided by component manufacturers and is effective upon receipt by Modality.

EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR IN AN SOW, MODALITY MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, IN CONNECTION WITH THIS AGREEMENT OR ANY SOW. ALL OTHER WARRANTIES INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT ARE EXPRESSLY DISCLAIMED.

6. Non-Solicitation. Both Client and Modality agree not to solicit each others' employees for hire at any time during the term of this agreement and for one year following the termination of the agreement.
7. Order of Precedence. In the event of a conflict between the terms and conditions contained in this Agreement and those contained in an SOW/SOS, the terms and conditions in the SOW/SOS shall take precedence.
8. Relationship Between the Parties. The relationship of Modality to You is that of an independent contractor. Modality shall not be considered under the provisions of this Agreement or otherwise to have an employee status with You or to be entitled to participate in any plans, arrangements or distributions by You pertaining to or similar benefits offered or provided to employees. Modality, its subcontractors, managers, members, agents and employees, shall under no circumstances be deemed Your agents and unless expressly authorized in writing by the other party hereto, neither party shall have the right or authority to assume or create any responsibility, express or implied, on behalf of or in the name of the other party hereto or to bind the other party hereto in any manner whatsoever or to accept payment from any person on behalf of the other party hereto.
9. Non-Solicitation. Both You and Modality agree not to solicit each others' employees for hire at any time during the term of this Agreement and for one year following the termination of the Agreement.
10. Time is of the Essence. Time is of the essence of this Agreement.

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Addendum A – Statement of Work (SOW) Sample Template

1. Project Scope of Work
 - a. Description
 - b. *List of tasks*
 - c. Scope Exclusions
 - i. *Itemized list*
 - d. Assumptions
 - i. *Itemized List*
2. Deliverables
 - a. *Itemized list*
3. Customer Responsibilities
4. Estimated Schedule
 - a. *Planned calendar dates of delivery of major milestones*
5. Key Personnel
6. Fees
 - a. Travel and expense fees (estimated)
 - b. Fixed milestone fees or hourly rates
 - c. Total price estimates

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Addendum B – Statement of Service (SOS) Sample Template

1. Support Deliverables in Scope
 - a. Number of Users
 - b. Components Covered by Support
 - c. Infrastructure Covered by Support
 - d. Devices / Clients
2. Support Description
 - a. Duration of Support
 - b. Service Level Agreement
 - c. Client Responsibilities
 - d. Assumptions
 - e. Support Service Exclusions
3. Support Service Process
 - a. Service Transition
 - b. Service Operations Plan
 - c. Acceptance into Service
4. Pricing Summary
 - a. Invoicing and Payment
 - b. Expenses



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