

Schedule of Additional Terms of Service for Equipment

Additional Terms of Service for Equipment Rental

The following Additional Terms of Service for Equipment Rental shall govern the lease of certain telephones and other equipment from PGI for use with the GlobalMeet Services (the "Equipment") as set forth in the applicable Services and Pricing Schedule.

1. Lease of Equipment. PGI agrees to lease to Customer and Customer agrees to lease from PGI, in accordance with the terms and conditions of this Agreement and applicable Schedules, the Equipment specifically enumerated in the applicable Services and Pricing Schedule in Customer's Agreement.

2. Monthly Equipment Rental Payment.

- (a) Customer shall pay to PGI as rental for the Equipment leased under this Agreement the monthly rental payment set forth in the applicable Services and Pricing Schedule (the "Monthly Equipment Rental Payment"). The Monthly Equipment Rental Payment shall be due and payable in advance on or before the first day of each month after receipt of an invoice by Customer from PGI.
- (b) Monthly Equipment Rental Payments are exclusive of taxes. 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, surcharges, 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 Equipment provided. Customer shall indemnify PGI against any payments made by PGI which are Customer's responsibility under this paragraph. If Customer claims exemption from charges, Customer must provide PGI with a current, valid exemption certificate from the applicable regulatory authority.

3. Title and Inspection. The Equipment shall at all times remain personal property notwithstanding the manner in which it may be attached or affixed to realty, and Customer acknowledges and agrees that it does not and shall not obtain any title to the Equipment by virtue of this Agreement or by payment or performance hereunder, unless so specified in a Schedule or other agreement. At PGI's request, Customer will affix tags, decals, or plates to the Equipment showing ownership as directed by PGI. PGI or its agent shall have free access to the Equipment upon prior notice and during normal business hours for the purpose of inspection and for any other purpose contemplated in this Schedule. Customer shall immediately notify PGI concerning any claim of damage or loss arising out of the use, manufacture, functioning or operation of the Equipment. Customer shall keep the Equipment free and clear of all liens, encumbrances and claims of any kind and nature.

4. Warranties.

- (a) PGI will pass through to Customer all warranties and maintenance and support relating to the Equipment that PGI is expressly authorized by the original supplier or distributor to pass through to Customer.
- (b) PGI MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE WITH RESPECT TO THE CONDITION OR PERFORMANCE OF THE EQUIPMENT, ITS MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WITH RESPECT TO PATENT INFRINGEMENT OR THE LIKE. PGI IS NOT RESPONSIBLE FOR ANY REPAIRS OR SERVICE TO OR DEFECTS IN THE EQUIPMENT OR THE OPERATION THEREOF.
- (c) PGI shall have no liability to Customer for any third party claim, loss or damage of any kind or nature whatsoever not due to PGI's or its assigns gross negligence or willful misconduct, nor shall there be any abatement of Monthly Equipment Rental Payments for any reason, including without limitation any abatement arising out of or in connection with, whether directly, indirectly, incidentally or consequentially, (i) the Equipment, (ii) any deficiency or defect therein, (iii) any inadequacy of the Equipment for any purpose, (iv) the use, performance, or loss of service of the Equipment, or (v) any loss of business resulting from any of the foregoing.

5. Maintenance and Repair. Customer shall at all times during the term of the Agreement, at its own expense, maintain and keep the Equipment in good working order, repair, and condition, and make all necessary adjustments, repair, and replacements, and shall use and require each piece of Equipment to be used in a manner consistent with the warranty and contract maintenance program provided by the manufacturer or vendor of the Equipment. PGI shall have no responsibilities or obligations whatsoever with respect to the condition, operation, maintenance, or repair of the Equipment.

6. Return of Equipment upon Termination. Upon termination of this Agreement or the GlobalMeet Services, Customer shall securely pack, ship and return the Equipment in the same operating order, repair, condition, and appearance as on the Service Commencement Date, reasonable wear and tear accepted, to the address designated by PGI. For any Equipment not returned to PGI within ten (10) calendar days, Customer will be deemed to have purchased such Equipment, and will pay to PGI the fair market value of the Equipment (to be determined in PGI's sole discretion).

Additional Terms of Service for Equipment Purchase

The following Additional Terms of Service for Equipment Purchase shall govern the purchase of certain telephones and other equipment from PGI for use with the GlobalMeet Services (the "Equipment") as set forth in the applicable Services and Pricing Schedule.

1. Shipment. PGI shall not be liable for any shipping delays.

2. Purchase Price. Purchase price for Equipment is exclusive of taxes. 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, surcharges, 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 Equipment provided. Customer shall indemnify PGI against any payments made by PGI which are Customer's responsibility under this paragraph. If Customer claims exemption from charges, Customer must provide PGI with a current, valid exemption certificate from the applicable regulatory authority.

3. Warranties.

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- (b) PGI MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE WITH RESPECT TO THE CONDITION OR PERFORMANCE OF THE EQUIPMENT, ITS MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WITH RESPECT TO PATENT INFRINGEMENT OR THE LIKE. PGI IS NOT RESPONSIBLE FOR ANY REPAIRS OR SERVICE TO OR DEFECTS IN THE EQUIPMENT OR THE OPERATION THEREOF.
- (c) PGI shall have no liability to Customer for any third party claim, loss or damage of any kind or nature whatsoever not due to PGI's or its assigns gross negligence or willful misconduct, nor shall there be any abatement of Monthly Equipment Rental Payments for any reason, including without limitation any abatement arising out of or in connection with, whether directly, indirectly, incidentally or consequentially, (i) the Equipment, (ii) any deficiency or defect therein, (iii) any inadequacy of the Equipment for any purpose, (iv) the use, performance, or loss of service of the Equipment, or (v) any loss of business resulting from any of the foregoing.