



GENERAL TERMS AND CONDITIONS

Welcome to the GlobalMeet® service, a subscription service that provides our customers with access to a range of Services as set out in the applicable Services and Pricing Schedule. These general terms and conditions and its annexes (the "Terms") govern your subscription to the Services and, together with the GlobalMeet Subscription License Agreement and the schedules attached to it and any policies referred to in it or linked from it, will constitute our Agreement. Please read these terms and conditions carefully before subscribing.

The Services will be provided and invoiced by Premiere Conferencing Networks Inc., a company registered in Georgia, United States with place of business at 2300 Lakeview, STE 400, Alpharetta, GA, 30009, USA (referred to as "PGi", "we" "us" and "our" in these Terms). All references to PGI herein shall refer to such entity and any Affiliate of such entity that may be a service provider or contracting party to the Agreement.

To contact us, please use the details in clause 6.6. However, any formal notice should be served in accordance with clause 14.1.

The Services are intended for use in a business context and these Terms are intended to be business-to-business. These Terms are therefore intended to bind us and the business on whose behalf the Agreement is concluded ("referred to as "you" or "your" in these Terms").

These Terms are only available in the English language.

1. DEFINITIONS AND INTERPRETATION

- 1.1 Capitalised terms have the meaning given to them in **Annex 1**.
- 1.2 The clause headings in these Terms are included for convenience only and shall not affect the interpretation of these Terms.
- 1.3 A "person" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
- 1.4 A reference to a "company" shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular and a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.7 A reference to "these Terms" or to any other terms, policies, agreements or documents referred to in these Terms is a reference to these Terms or such other agreement, policy or document as varied, amended or replaced from time to time.
- 1.8 References to "clauses" are to the clauses of these Terms.
- 1.9 Any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. AGREEMENT TERM

- 2.1 This Agreement shall become effective on the Effective Date as set out in the GlobalMeet Subscription License Agreement, and shall continue as provided in the GlobalMeet Subscription License Agreement. You agree that if the term of any Services 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.

3. CHARGES

- 3.1 You will pay us for Services at the rates and according to these Terms and any additional terms as set forth in Schedules attached hereto. 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, without any deductions by way of set-off, counterclaim or otherwise and time for payment shall be of the essence. You shall pay your invoices by bank transfer or direct debit from your bank account. For payments in United Kingdom, which amount on average to £380 (excl. VAT) per month or less payment by direct debit is required.
- 3.2 We reserve the right to change the recurring charges or institute new or additional rates, charges and/or fees for access to or use of the Services at any time and will inform you at least thirty (30) days in advance of the change.
- 3.3 Charges are exclusive of all applicable taxes, including but not limited to value-added, sales, use and excise taxes), customs duties and regulatory or other fees, surcharges or levies (together "Taxes") for which you are solely responsible. You will pay all such



Taxes and any associated penalties and interest, unless you provide us with a current, valid exemption certificate or other similar document or substantial proof from the applicable regulatory authority. You shall indemnify us against any payments made by us which are your responsibility under this clause.

4. PAYMENT

- 4.1 You shall pay the Charges in full, free of any withholding, deduction, set-off or counterclaim except insofar as you are required by Applicable Law to make such deduction or withholding. To the extent that you pay, deduct and/or withhold any tax, duty, commission or other withholding, then you shall gross up the relevant amount payable under these Terms so as to ensure that, after making the deduction or withholding, we receive the full amount as expressed in this Agreement.
- 4.2 You must notify us 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.
- 4.3 Without prejudice to our other rights and remedies, we may charge interest on amounts that you have not paid when they are due, at the highest rate allowed by Applicable Law from the due date of payment to the actual date of payment, whether before or after judgment.

5. FREE SERVICES

- 5.1 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 we reserve the right, at all times and in our 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.
- 5.2 If we determine, in our sole discretion and whether or not we have conducted an audit, that you have violated any conditions of and/or limitations on the Free Services or any associated software, we reserve 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 Charges, as applicable) during the period of your non-compliance. You agree to pay us this amount, plus the cost of us conducting any associated audits that reveal non-compliance.

6. USE OF THE SERVICES

- 6.1 We shall use reasonable care and skill in the provision of the Services. Our obligations under this Agreement are however solely to you and not to any third party.
- 6.2 You may use the Services for your own business purposes provided that you shall procure that the users who are authorised to use our Services under your account will:
 - 6.2.1 not use the Services in any way which might infringe any third party rights, including third party Intellectual Property Rights;
 - 6.2.2 not use the Services in any way that is contrary to Applicable Law;
 - 6.2.3 not modify, decompile or reverse engineer any software supplied as part of, or in connection with, the Services;
 - 6.2.4 provide us with such information and materials as we may reasonably require in order to provide the Services and comply with any regulatory requirement and ensure that such information is complete, accurate in all material respects and updated as needed; and
 - 6.2.5 not abuse the Service for any fraudulent, unlawful, illicit or unauthorised purpose (which includes transmitting any computer viruses, or using them in a manner which is discriminatory, offensive, abusive, malicious, defamatory or otherwise violates or infringes the rights of anyone else).
- 6.3 You are responsible for:
 - 6.3.1 ensuring that you have and maintain all the hardware and software (and all other arrangements) necessary to access, receive and view the Services including sufficient access to Internet and to meet the network requirements;



- 6.3.2 any and all activities that may occur under and all Charges associated with 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, libellous, deceptive, fraudulent, invasive of another's privacy, vulgar, obscene or otherwise contains objectionable material of any kind or nature; and
- 6.3.3 maintaining the confidentiality and security of your host ID and/or access numbers, keys and passwords/passcodes. You agree to notify us 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 us to suspend any compromised host IDs, access numbers, keys and/or passwords/passcodes. We shall not be liable for claims or damages as a result of a breach of security pertaining to any host ID and/or access numbers, keys and passwords/passcodes, unless this security breach is caused by our negligence. You acknowledge that we may from time to time monitor bridge activity relating to the Services for quality assurance and fraud detection and may further gather system data.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 Subject to and conditional on your continuing compliance with the terms of this Agreement, we grant you a limited, revocable, personal, non-transferable, non-exclusive licence, without the right to sublicense, to use the software provided or made available by us to you as part of the Service for the duration of the Agreement to the extent necessary to use the Services as permitted by this Agreement.
- 7.2 Except for the rights and licence expressly granted in these Terms, we reserve all other rights and grant no other rights or licences, implied or otherwise. You agree that any and all Intellectual Property Rights and related goodwill arising anywhere and anyhow which vest in, derive from or are connected to the Services shall in each case be owned exclusively by us or our licensors. We are entitled to use all Intellectual Property Rights owned by us for any purpose whatsoever.
- 7.3 Except as required for your 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 us and our suppliers (the "PGi Marks") during the term of this Agreement without our express written consent. Despite prior approval, you will immediately cease and desist using the PGi Marks upon notice from us 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, we may terminate this Agreement.

8. FEEDBACK

- 8.1 We welcome feedback regarding many areas of our Services, including our web sites. Any ideas, suggestions, comments and/or other feedback you provide to us ("Feedback") shall be deemed to be non-confidential and we shall be free to use such information on an unrestricted basis. You should only provide specific Feedback on our existing Services and should not include any ideas that our policy will not permit us to accept or consider. We or any of our 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.
- 8.2 The following terms shall apply to submissions of all Feedback: You agree that:
 - 8.2.1 all submissions and their contents will automatically become our property, without any compensation;
 - 8.2.2 we 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;
 - 8.2.3 there is no obligation for us to review the submission; and
 - 8.2.4 there is no obligation to keep any submissions confidential.

For the avoidance of doubt, you will not submit any Feedback to us 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 of our products incorporating or derived from any Feedback, or other intellectual property, to be licensed to or otherwise shared with any third party.

- 8.3 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." You further acknowledge the importance of communication between us and you during your use of the Beta Services and hereby agree to receive related correspondence and updates from us and our suppliers. In the event you request to opt-out from such communications, your use of the Beta Services may be cancelled. Without prejudice to clause **Error! Reference source not found.**, you acknowledge that we have not made any warranties or representations that the Beta Services will ever be announced or made available to anyone in the future and that we have 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 in



these Terms, but only to the extent necessary to resolve conflict. In addition to and without limiting any other rights or remedies we may have, if we determine, in our sole discretion, that you have violated any conditions of and/or limitations applicable to the Beta Services, we reserve the right to immediately terminate the Beta Services or your access or use of the same.

9. TERMINATION

9.1 Either Party may terminate this Agreement for convenience at the end of the Initial Term or Renewal Term, as the case may be, by providing written notice to the other Party of such termination at least sixty (60) days prior to the end of the relevant term or as the Parties otherwise agree, in writing.

9.2 On or at any time after the occurrence of any of the events outlined below, either Party may terminate this Agreement (and/or suspend the provisions of the Services) in whole or in part (the "**Terminating Party**") with immediate effect by way of written notice to the other Party if:

9.2.1 the other Party is in breach of a material obligation under this Agreement and in the event of breach which is capable of remedy fails to remedy the same within 14 days after receipt of a written notice by the Terminating Party giving full particulars of the breach and requiring it to remedy that breach (provided that, in the case of payment default by the due date, we may in our sole discretion decide to suspend the supply of Services and/or deactivate your account during such remedial period);

9.2.2 the other Party passes a resolution for voluntary winding up or a court of competent jurisdiction making an order for the compulsory winding up or dissolution of the other Party;

9.2.3 the other Party is unable to pay its debts as they fall due or makes an arrangement or composition with its creditors generally or making an application to a court of competent jurisdiction for protection from its creditors generally;

9.2.4 if we, at our sole discretion (acting reasonably), believe that your use of the Services is likely to infringe any third party rights, you are in any other way using the Services in an illegal, fraudulent, improper or abusive way (including without limitation in breach of clause 6) or we consider such termination reasonably necessary to prevent interruption or disruption to our network, business or other customers; and/or

9.2.5 any governmental, court, national regulatory authority, emergency service organization or other competent administrative or regulatory authority with competence and appropriate and binding jurisdiction over the Parties or Services decides that the provision of the relevant Services pursuant to this Agreement is or will be contrary to Applicable Law.

9.3 Provided that we give you as much notice as reasonably practicable, we may occasionally suspend the Services in case of an emergency, if required by an upstream supplier and/or to protect the integrity and security of our network or to repair or enhance the performance of our Service. We shall, in such circumstances, use all reasonable endeavours to resume the Service as soon as possible.

10. CONSEQUENCES OF TERMINATION

10.1 On expiry or termination of this Agreement for any reason:

10.1.1 all charges will become immediately due and payable in accordance with the payment terms agreed;

10.1.2 your access to the Services will be revoked; and

10.1.3 any licences granted in these Terms will cease.

10.2 In the event of any termination, you remain responsible for any and all 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.

10.3 We shall pay any refund due from us to you on termination of this Agreement no later than 30 days from the date of termination. We shall pay such refund using the Payment Method you selected when you placed your order or by cheque if you have made payment to us via direct debit.

10.4 Any provision of these Terms that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

11. LIMITATION OF LIABILITY

11.1 Except as specifically set out in this Agreement and to the fullest extent permitted by law, our Services are provided "AS IS" and "AS AVAILABLE", we make no other warranties, express or implied, including but limited to the implied warranties of



merchantability, non-infringement and fitness for a particular purpose and we shall not have liability to any party, including but not limited to you, for the content of information transmitted through the use of the Services.

11.2 Nothing in this Agreement excludes or limits either Party's liability:

11.2.1 in respect of death or personal injury caused by its own negligence;

11.2.2 in relation to fraud or theft; and/or

11.2.3 any other liability which may not be limited or excluded under Applicable Law.

11.3 Subject to clause 11.2 and to the fullest extent permitted by law, in no event shall we or our suppliers be liable to you for any (i) loss of use, corruption or interruption of data, (ii) cost of procurement, replacement or substitute goods and/or services, (iii) loss of recordings, computer time or voice transmissions, inability to access emergency services, unauthorised access to or use of the Services, voice or data processed or transmitted by, to or through the Service, programme errors, (iv) loss of profits, loss of revenue, loss of contracts, failure to realise anticipated savings or (v) for any indirect or consequential loss, in each case whether arising from negligence, breach of contract or otherwise.

11.4 Subject to clause 11.2, our total liability (including that of our Affiliates and suppliers) to you for any loss or damage arising out of or in connection with this Agreement, whether in contract (including under any indemnity), tort (including negligence) or otherwise shall be limited to the Charges (calculated on a pro-rata basis for advanced payments of all charges) by us to you for the particular Service performed by us during the one (1) month period immediately prior to the event, act or omission giving rise to the liability.

11.5 This clause 11 will survive termination or expiry of the Agreement.

12. INDEMNITY

12.1 You agree to indemnify us, our officers, directors, employees, Affiliates and suppliers at your expense, from and against any claims, losses, damages, penalties and costs (including reasonable attorney or expert witness fees) arising out of or in connection with your (or any individual or entity accessing the Services through you or your account): (i) use of the Services in violation of this Agreement, (ii) violation or alleged violation of any Applicable Laws with respect to the Services, (iii) infringement of any intellectual property rights of any third party in relation to any content that you transmit through the Services, and (iv) failure to comply with Data Protection Legislation and/or preventing us from complying with Data Protection Legislation.

12.2 This clause 12 will survive termination or expiry of the Agreement.

13. FORCE MAJEURE

Neither Party shall be liable for failure or delay in the performance of its obligations (other than your obligation to pay Charges) caused by or resulting from any event or circumstance that is outside the reasonable control of the affected Party, including events that are unpredictable, unforeseeable or irresistible, such as extremely severe weather, flood, landslide, earthquake, storm, lightning, fire, subsidence, epidemic, acts of terrorism, biological warfare, outbreak of military hostilities (whether or not war is declared), riot, explosions, strikes or other labour unrest, civil disturbance, sabotage, expropriation by governmental authorities and carrier outages.

14. DATA PROTECTION

14.1 The Parties agree that the Data Protection Addendum ("DPA") available at <https://www.pgi.com/wp-content/uploads/2019/09/PGI-GlobalMeet-Customers-GDPR-DPA.pdf> shall apply to the Processing of Personal Data by the parties in the course of providing the Services and is incorporated into the Agreement by this reference. The terms used in this clause 14 shall have the meaning attributed to them in the DPA.

15. NOTICES

15.1 Any notice or other communication given by one of us to the other under or in connection with these Terms must be in writing and be delivered personally, sent by pre-paid first class post or other next working day delivery service, or email addressed to Premiere Conferencing Networks; Attn: Legal Services Department; 2300 Lakeview Parkway, Suite 300, Alpharetta, GA 30009 USA. Any notice required or permitted to be given under this Agreement must be written in English.

15.2 A notice or other communication is deemed to have been received:

15.2.1 if delivered personally, on signature of a delivery receipt or at the time the notice is left at the proper address;

15.2.2 if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or



- 15.2.3 if sent by email, at 9.00 am the next working day after transmission.
- 15.3 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.
- 15.4 The provisions of this clause regarding the use of email will only apply where:
- 15.4.1 You wish to terminate this Agreement in accordance with clause 9.1 in which case you should contact us at companycancellation@pgi.com or by prepaid registered mail to EUContracts, PGI, West Cork Technology Park, Clonakilty, Co. Cork, Ireland. If you have a designated PGI sales representative, you must also provide written copy of any termination notice to such sales representative; provided such copy shall not relieve you of your obligations to follow any other notice requirements as set out in this Agreement, or;
- 15.4.2 We provided you notices with regards to any of the events outlined in the DPA including but not limited to any updated version of our privacy notice.
- 16. APPROVALS, WAIVER AND CUMULATIVE REMEDIES**
- 16.1 In no event will any delay, failure or omission (in whole or in part) in enforcing, exercising or pursuing any right, power, privilege, claim or remedy conferred by or arising under these Terms or by law, be deemed to be or construed as a waiver of that or any other right, power, privilege, claim or remedy in respect of the circumstances in question, or operate so as to bar the enforcement of that, or any other right, power, privilege, claim or remedy, in any other instance at any time or times subsequently.
- 16.2 The rights and remedies arising under, or in connection with, these Terms are cumulative and, except where otherwise expressly provided in these Terms, do not exclude any rights or remedies provided by law or otherwise.
- 17. CONFIDENTIALITY**
- 17.1 You and we each undertake that we will not at any time during and after termination of these Terms, disclose to any person any confidential and/or proprietary information concerning one another's business, affairs, customers, clients or suppliers ("Proprietary Information") without the prior written consent of the other, except as permitted by clause 17.2. Without limiting the foregoing, you agree that these Terms, the prices referred to herein and (details of the) Services provided pursuant to these Terms shall constitute our Proprietary Information.
- 17.2 You and we each may disclose the other's Proprietary Information:
- 17.2.1 to such of our respective employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out our respective obligations under these Terms. We will each ensure that such employees, officers, representatives, subcontractors or advisers comply with this clause 17; and
- 17.2.2 as may be required to satisfy any law, regulation, or order, instruction or request from a court of competent jurisdiction or any governmental or regulatory authority.
- 17.3 Each of us may only use the other's Proprietary Information for the purpose of fulfilling our respective obligations under these Terms.
- 17.4 On termination for any reason of these Terms, you and we shall destroy or return all Proprietary Information of the other then in our respective custody, control or possession, unless otherwise required by law.
- 18. INVALIDITY**
- 18.1 If any provision of these Terms shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these Terms which shall remain in full force and effect.
- 18.2 If any provision of these Terms is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such deletion(s) as may be necessary to make it valid.
- 18.3 The Parties agree, in the circumstances referred to in clause 18.1 and if clause 18.2 does not apply, to attempt in good faith to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.



19. ENTIRE AGREEMENT

- 19.1 This Agreement constitutes the entire agreement and understanding of the Parties relating to the subject matter of this Agreement and supersedes any previous agreement or understanding between the Parties in relation to such subject matter. For the avoidance of any doubt, it is herewith clarified that the subscription of GlobalMeet Services shall be deemed the subject matter of this Agreement.
- 19.2 Each Party acknowledges that in entering into this Agreement it has not relied upon any oral or written statements, collateral or other warranties, assurances, representations or undertakings which were made by or on behalf of the other Party in relation to the subject-matter of this Agreement at any time before its signature (together "**Pre-Contractual Statements**"), other than those which are set out in this Agreement.
- 19.3 Each Party hereby waives all rights and remedies which might otherwise be available to it in relation to such Pre-Contractual Statements.
- 19.4 Nothing in this clause 19 shall exclude or restrict the liability of either Party arising out of its pre-contract fraudulent misrepresentation or fraudulent concealment.

20. MODIFICATION OR VARIATION

- 20.1 Except as provided below, no modification or variation of these Terms (or any document entered into pursuant to or in connection with this Agreement) shall be valid unless it is in writing and signed by or on behalf of each of the Parties. Notwithstanding the previous sentence, we may make changes to these Terms and any Policies referred to in it from time to time (for example if there is a change in the law that means we need to change these Terms or Policies) by notifying you in accordance with clause 14.1. Those changes will become effective one (1) month after such notice to you. In the event that any of those changes have a material detrimental impact on you and are not required by Law, you must inform us within 10 days of our notice to you in accordance with clause 14.1, failing which you will be deemed to have accepted those changes. If you have raised an objection to our changes in line with the foregoing and we then cannot come to an agreement with one month, you may terminate this Agreement without penalty by written notice to us. You will remain responsible for your use of and fees associated with the Services until they have been terminated.
- 20.2 Unless expressly so agreed, no modification or variation of these Terms shall constitute or be construed as a general waiver of any provisions of these Terms, nor shall it affect any rights, obligations or liabilities under these Terms which have already accrued up to the date of such modification or waiver, and the rights and obligations of the Parties under these Terms shall remain in full force and effect, except and only to the extent that they are so modified or varied.

21. THIRD PARTY RIGHTS

Each Party enters into this Agreement solely for its own benefit and purpose. Except for PGI's suppliers and/or Affiliates as expressly provided herein, 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. The Agreement shall be binding upon and inure to the benefit of the Parties' successors, legal representatives and authorised assigns.

22. ASSIGNMENT

- 22.1 The Agreement will be binding on, and inure to the benefit of, the Parties and their successors and permitted assigns.
- 22.2 Save as set out in paragraph 3 below, neither Party shall without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed), assign at law or in equity (including by way of a charge or declaration of trust), sub-license or deal in any other manner with these Terms or any rights under these Terms or purport to do any of the same. Any purported assignment in breach of this clause shall confer no rights on the purported assignee.
- 22.3 We may assign at law or in equity (including by way of a charge or declaration of trust) or sub-license these Terms in favour of our one or more of our Affiliates.

23. PUBLICITY

- 23.1 You agree to allow us to name you as our client in any marketing material we may create from time to time. We will not use your trademark or tradenames, other than the corporate name and/or logo or solely to the extent used in our internal business communications, in any marketing materials without your prior written consent, not to be unreasonably withheld.
- 23.2 You hereby grant us consent to contact individual account holders to communicate information regarding PGI's services, including without limitation, upgrades, enhancements, end-of-life, modifications and/or other feature changes.



24. MISCELLANEOUS

- 24.1 Our relationship to one another is that of independent contractors and you and we shall not be deemed to be agents, employee, partner, franchisee of or joint venturer with the other.
- 24.2 The Parties acknowledge that any Services, products, software, equipment, and technical information (including service, technical assistance and training) provided pursuant to this Agreement may be subject export laws and regulations of the UK and/or other countries. You will not use, distribute, transfer or transmit the Services, products, software, equipment, or technical information (even if incorporated into other products) except in compliance with all applicable export laws and regulations.
- 24.3 You represent and undertake that neither you nor any of your officers, directors, employees, agents or other representatives have performed or will perform any of the following acts in connection with this Agreement or any related agreement, any compensation paid or to be paid hereunder, or any other transactions involving our business interests: directly or indirectly, through itself, themselves, a party with an interest, or an intermediary, offer, pay, promise or authorize to offer, pay, or promise any money, gift, or anything of value, to any person or entity, whether private or governmental, for the purpose of obtaining or retaining business, securing any improper advantage, or inducing or rewarding any favourable action.
- 24.4 You represent that neither you nor your employees, officers, directors, affiliates, agents, contractors, or representatives are employed by a foreign government, government agency, state-owned entity, public international organization, political party, political party official, or candidate for political office.
- 24.5 In the event of a conflict among the documents constituting this Agreement, the order of precedence shall be as follows, in descending order: (i) the GlobalMeet Subscription License Agreement; (ii) the Services and Pricing Schedules; (iii) these Terms; and (iv) any policies referred to in or linked to from these Terms.

25. DISPUTE RESOLUTION

- 25.1 Subject to clause 25.2, the Parties agree that any dispute (contractual or non-contractual) arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination shall be submitted to the exclusive jurisdiction of the courts of England and Wales.
- 25.2 If you are a Small Business Customer with address in the United Kingdom, please also consult our Dispute Resolution Policy available at our website. We are a member of the Communications and Internet Services Adjudication Service (CISAS), which is an independent body established to help resolve any problems with the Services we provide. For more information on how to refer a dispute or complaint to CISAS, please see www.cisas.org.uk.

26. GOVERNING LAW

The Agreement and any claims or disputes arising out of, relating to or in connection with it shall be governed by the laws of England and Wales.

ANNEX 1 – DEFINED TERMS

The following definitions apply to these Terms:

"**Affiliates**" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a Party;

"**Applicable Law**" means in respect of either Party, all laws, statutes, regulations, directions, guidelines and codes of conduct of any governmental or other regulatory body of competent jurisdiction, and any orders of any court or other tribunal of competent jurisdiction which are applicable to the performance by that Party of its obligations or enjoyment of its rights under this Agreement;

"**Charges**" means the price for the relevant Service as set out in the associated Services and Pricing Schedule and applicable billing notes;

"**Control**" means, in respect of any corporate entity, the beneficial ownership of more than 50% of the issued share capital of that entity or the legal power to direct or cause the direction of the general management of that entity, and "**Controls**" and "**Controlled**" shall be construed accordingly;

"**Data Protection Legislation**" means European Regulation (EU) 2016/679 and European Directive 2002/58/EC and any legislation and/or regulation implementing or made pursuant to them, or which amends, replaces, re-enacts or consolidates any of them, and all other Applicable Laws relating to processing of personal data, privacy and communications secrecy that may exist in any relevant jurisdiction;

"**Feedback**" has the meaning given in clause 8.1;



"**Intellectual Property Rights**" means any and all present and future, patents, inventions, know-how, trade secrets and other confidential information, trademarks, service marks, logos, emblems, badges, mascots, insignia, identifying music and sounds, get-up, domain names, business names, trade names, moral rights, performance rights, registered designs, copyrights, database rights, the sui generis rights of extraction relating to databases, design rights and other intellectual property rights of whatever nature, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;

"**Initial Term**" has the meaning given in clause 9.1;

"**Party**" and "**Parties**" means each of you and us and includes our respective representatives, successors and permitted assigns;

"**Pre-contractual Statements**" has the meaning given to it in clause 19.2;

"**Proprietary Information**" has the meaning given in clause 17.1;

"**Renewal Term**" has the meaning given in clause 2.1;

"**Services**" means the services to be provided by us to you as set out in the Services and Pricing Schedule;

"**Services and Pricing Schedule**" refers to the schedule containing the list and description of Services offered to Customer along with its Charges and the additional terms of Service.

"**Small Business**" means a company with ten (10) or less individuals (whether employees or otherwise).

Last revised October 10th, 2019

SCHEDULE OF ADDITIONAL TERMS OF SERVICE FOR GLOBALMEET SERVICE

By using the GlobalMeet Services (as below defined, including any trial or promotional/free use), Customer agrees to the following Additional Terms of Service for GlobalMeet Services and all applicable schedules or other appendices attached hereto, each of which by this reference is incorporated herein.

1. Subscription Fee. Customer will pay PGI a subscription fee ("Subscription Fee") per Named User (as below defined) in addition to any additional fees or charges for use of GlobalMeet services (the "GlobalMeet Services"), including without limitation any coverage fees and per-minute fees (including dial out and local access per minute rates) and other fee or charge associated with use of the GlobalMeet Services provided and 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 Customer as an organizer/administrator who is authorized to use the GlobalMeet Services. Customer will be billed for and Customer shall pay all invoices, in their entirety, for each applicable period during the term of this Agreement. Except for the Effective Date's month Subscription Fee, all Subscription Fees are billed monthly in advance and non-refundable, and audio minutes not included in subscription plans are billed in arrears. For the avoidance of any doubt, Customer's initial invoice for GlobalMeet Services will include the Subscription Fee for the initial month (prorated where applicable) and the Subscription Fee billed in advance for the upcoming month. Payments are due within thirty (30) days after the date of invoices; provided, Customer may pay Customer's Subscription Fees in monthly instalments for the number of Named Users provided, beginning as of the Effective Date, subject to and conditioned upon: (i) PGI expressly agreeing to such instalment payments in a written Schedule; (ii) Customer being and remaining current on all fees and charges to PGI; and (iii) in the event Customer is delinquent in payment at any time for such instalment payments, PGI may immediately terminate the monthly instalments and the remainder of the Subscription Fee(s) per the applicable Schedule shall be paid in full by Customer. 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 GlobalMeet Services during any billing period. Customer further acknowledges and agrees that PGI reserves the right to modify or discontinue any or all of GlobalMeet Services and any related Dial-In numbers or other methods of access at any time for any reason, without notice.

PGI reserves the right to change the Subscription Fee or institute new or additional rates, charges and/or fees for access to or use of the Services at any time and will inform Customer at least thirty (30) days in advance of the change. If Customer is a Small Business located within the United Kingdom and if Customer does not agree with an increase on the monthly Subscription Fee, Customer will have the right to terminate this Agreement in accordance with clause 4 of the Terms, unless the increase is limited to PGI passing on to you an amount equal to any increase in the rate of Value Added Tax or any other directly and specifically applicable taxation charge or regulatory levy imposed by mandatory provisions laid down by governmental or regulatory authorities. PGI may change any SMS/MMS rates at any time upon seven (7) days' notice to Customer in the event that any network operator or other carrier (used by PGI in the provision of GlobalMeet Services) increases corresponding international SMS/MMS rates and/or changes the applicable zone designation for a country or territory

2. GlobalMeet Services. PGI will provide the GlobalMeet Services as described in the relevant Services and Pricing Schedule(s). Service limitations applicable to SMS Messaging. Customer acknowledges and agrees that SMS messages to or from Customer or its End Users may be blocked by carriers or other service providers for reasons known or unknown to PGI; PGI is under no obligation to investigate or remedy any such blockage for Customer or Customer's users. PGI does not guarantee delivery, regardless of the reason, of any SMS



messages; Customer will indemnify and hold PGI harmless with respect to any and all third party damages or losses that Customer and/or any third party sustains due to any Customer or End User SMS messages being delivered incorrectly or not at all.

Service Limitations applicable to audio, web and video conferencing services ("GlobalMeet Collaboration"). In the event that you have purchased a license that includes GlobalMeet Collaboration, the following rules apply: only Named Users may schedule conferences using the GlobalMeet Services, and there may be only one user/employee assigned to any Named User licenses to be used in connection with the GlobalMeet 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 GlobalMeet Collaboration Services, "Maximum Meeting Participants" means the maximum number of meeting participants, including the Named User, that may be in a conference using the GlobalMeet Collaboration Services at the same time as designated by PGI. Only one conference using the GlobalMeet Collaboration Services may occur at any given time (i.e. no concurrent meetings) per GlobalMeet Named User. Named Users may not combine with other Named Users or otherwise expand a conference using the GlobalMeet Services scheduled by a Named User to allow more than the Maximum Meeting Participants. For each conference using the GlobalMeet Services scheduled by a Named User, the Named User must (1) initiate or schedule the conference; (2) host the conference by entering as a presenter; 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 foregoing parameters, and Customer shall indemnify PGI in the event a claim is brought, or damages are incurred due to a Named User's or Customer's 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 Customer, or (b) in all other instances, PGI's express prior written approval

3. Increasing Named Users. For so long as PGI supports such selections, Customer may increase Customer's number of Named Users, at any time, by submitting such selections on Customer's account page ("Account Page"). All selections for increases in Named Users by Customer will become an integral part of this Agreement, increase Customer's Total Subscription Fee and be subject to automatic renewal. Customer will be billed for such increase in Named Users, beginning as of the date of selection. For the avoidance of doubt, all selections and resulting Named Users shall be subject to PGI's terms and conditions, including without limitation, these Terms of Service for use of the GlobalMeet Services, Customer is fully responsible and liable for any and all selections made on Account Page, submission of selections to PGI using Account Page will be deemed Customer's signature and authorization for such orders, and PGI has no obligation to investigate or confirm whether the party submitting an order via Account Page has authority to bind Customer.

4. Equipment. Customer may purchase or rent telephones and other equipment from PGI for use with the GlobalMeet Services (the "Equipment"). The terms and conditions that govern any such transactions can be found at <https://www.pgi.com/terms-of-service/equipment/>.

5. Professional Services. PGI offers a portfolio of optional professional services that includes onsite installation and onsite unified communications systems training; onsite and remote implementation services; extended enterprise services including dedicated proactive network monitoring and premium technical support; and consulting ("Professional Services"). Such Professional Services shall be governed by this Agreement, the Professional Services Schedule available at <https://uk.pgi.com/terms-of-service/professional-services/>, and any applicable Statement of Work ("SOW"), which may be attached hereto.

6. Upgrades. Where permitted by PGI, at its sole discretion and subject to Customer meeting all pre-conditions identified or communicated to Customer for the upgrade offer to Customer, Customer may upgrade subscription plans for GlobalMeet Services. Customer is and shall remain responsible for all fees and charges due and incurred for GlobalMeet Services provided under an existing subscription plan through the upgrade effective date and Customer 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 shall 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. For the avoidance of doubt, nothing herein shall be deemed to require PGI to permit and/or allow any upgrades.

7. Termination. In the event of any termination, Customer remains responsible for any and all fees and charges due and incurred through the termination effective date. Subscription Fees are prepaid (unless PGI has agreed to installment payments to the extent and pursuant to the conditions above-provided) and non-refundable. Customer will not be entitled to any partial month credits or refunds of Subscription Fees, including without limitation any installment payments, 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 GlobalMeet Services 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 Customer, with such terminations effective as of the date designated in the applicable termination notice.

8. Permitted Countries. United Kingdom.

9. Named Users. To use the GlobalMeet Services, Customer 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 GlobalMeet Services and meeting such other requirements as PGI directs. Customer agrees to maintain and update Customer's 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 GlobalMeet 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 GlobalMeet Services to any individual or entity who has cancelled any number of previous accounts. There may be only one user/employee assigned to any Named User (as below defined) licenses to be used in connection with the GlobalMeet 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. Customer is at all times responsible for monitoring and maintaining the use of the Named User licenses within the foregoing parameters, and Customer shall indemnify PGI in the event a claim is brought or damages are incurred due to a Named User's or Customer's 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 Customer, or (b) in all other instances, PGI's express prior written approval

10. Acceptable Use Policy. The GlobalMeet Services must be used in accordance with PGI's Acceptable Use Policy ("AUP"), available at <https://www.pgi.com/terms-of-service/acceptable-use-policy/>. Without limiting the foregoing, Customer will not knowingly participate in or assist in any fraudulent usage of the GlobalMeet Services, in any form or by any means, either by itself or any of its users. Customer



acknowledges, understands and agrees that PGI does not provide, is not required to provide, and does not warrant, any fraud prevention. Any breach of this policy will be deemed a material breach of this Agreement.

11. Emergency 999 and 112 Services. By using the GlobalMeet Services (including any Equipment), Customer (and its customers or any end user accessing the GlobalMeet Services by or through Customer, "End User") acknowledges the limitations of emergency services available as a part of such Services as further described in the Emergency Services 999/112 Disclosure Notice and Acknowledgement attached hereto as [Appendix 1](#) and available at <https://www.uk.pgi.com/terms-of-service/emergency-services-999-and-112/> (the "999/112 Acknowledgement"), which is incorporated by reference herein. Customer is advised to thoroughly read and understand the 999/112 Acknowledgement and the options available. Customer acknowledges that it has received the 999/112 Acknowledgement and has read, understands and consent to the terms and conditions of the 999/112 Acknowledgement, and assumes the risks associated with the 999/112 service limitations.

12. Numbering Policy. The provision, use, and publication of any telephone numbers ("TNs") used in conjunction with the GlobalMeet Services are governed by PGI's Numbering Policy available at <https://www.uk.pgi.com/terms-of-service/pgi-numbering-policy/>, which is incorporated by reference herein. Any breach of this policy will be deemed a material breach of this Agreement

13. Customer Care.

- (a) Customer will be responsible for providing first-tier support to your users. Training may be available to Customer's help desk for assistance with this first-tier support comprising basic troubleshooting support for Customers' users;
- (b) PGI will supply second-tier support at the email address PhoneSupport@GlobalMeet.com or by dialing any of the following numbers:
 - a. +44(0) 20 3887 0073 (London, UK)
 - b. +1 719-325-4350 (USA toll)
 - c. +1 800-549-6542 (USA toll free)
 - d. +1 888-557-5215 (USA toll free)
- (c) Customer acknowledges and agrees that every interaction will generate a ticket/case and ticket number provided for tracking purposes.

14. Network Requirements. The GlobalMeet Services are dependent upon Customer's maintenance of sufficient Internet access, networks and power as further described at <https://www.pgi.com/terms-of-service/network-requirements-for-globalmeet-uc-services/>, which is incorporated by reference herein. PGI will not be responsible for any deficiencies in the provision of the GlobalMeet Services if Customer's network does not meet PGI's Network Requirements.

15. Intellectual Property; Marketing; Images and Links. Customer is being granted a limited, non-exclusive, non-transferable, non-sublicensable revocable right to use the GlobalMeet Services, and any software provided or made available by PGI to Customer as a part of the GlobalMeet Services (the "Software") in accordance with the provisions herein only for the duration that Customer is entitled to use the GlobalMeet Services. 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 GlobalMeet Services are the sole responsibility of the individual or entity from which such content originated ("Third-Party Content"). Customer understands that by using the GlobalMeet Services with a webcam or other photographic or video device and/or a microphone, Customer will transmit images and audio 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. The GlobalMeet Services may include links to other web sites ("Linked Sites"). Customer acknowledges and agrees 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 Customer may suffer) for any matter associated with the Linked Sites, including without limitation, the content provided on or through the Linked Sites or Customer's reliance thereon. **PGI MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY LINKED SITES: CUSTOMER'S USE OF ANY LINKED SITE IS SUBJECT TO THE TERMS AND CONDITIONS APPLICABLE TO THE LINKED SITE AND SOLELY AT CUSTOMER'S OWN RISK.**

16. Music on Hold. If Customer uploads or streams any copyrighted song(s) or collection of songs to be used as music-on-hold in connection with GlobalMeet Services (the "Song(s)"), Customer hereby represents and warrants to PGI that: (i) Customer has all necessary license rights as required to deliver the copyrighted Song(s) and for Customer and PGI to use the Song(s) as music-on-hold for Customer in connection with the GlobalMeet Services; and (ii) any use of the Song(s) by Customer or by PGI as herein provided does not and will not breach any contract by which Customer is bound, including without limitation any licensing and/or distribution agreement (e.g. with any performing rights organization that licenses and distributes royalties for the public performances of copyrighted works,). For the avoidance of doubt, all Song(s) are and shall be deemed Customer content, and Customer is fully responsible and liable for any and all Song(s). Customer agrees to and shall indemnify, defend and hold PGI, harmless from and against any and all losses, liabilities, damages, expenses, penalties, fines, costs (including taxes) and all related costs and expenses (including reasonable attorneys' fees) arising out of any claim, which includes without limitation any threat, that the Song(s) infringe upon or are a misappropriation of any Intellectual Property Rights or other proprietary or privacy rights of any third party. For purposes of this Agreement, "Intellectual Property Rights" means any patent rights, copyrights, trade secrets, trade names, service marks, trademarks, moral rights, know-how and any other similar rights or intangible assets recognized under any laws or international conventions, in any country or jurisdiction in the world, as intellectual creations to which rights of ownership accrue, and all registrations, applications, disclosures, renewals, extensions, continuations or reissues of the foregoing now or hereafter in force, as well as any privacy or similar rights of any person or entity. Notwithstanding any other provision herein, this paragraph shall survive any termination or suspension of the services contemplated herein, the expiration or termination of this Agreement and final payment.

17. Customer Satisfaction Guarantee. If Customer is unsatisfied with the quality of the GlobalMeet Services, and any reported issues are not resolved to Customer's satisfaction, Customer may return all PGI-provided Equipment within the first thirty (30) days after installation



without penalty. Customer will be responsible for monthly service and usage charges until the Equipment is returned. Customer is responsible for shipping, handling and installation charges.

Last revised October 10th, 2019

Appendix 1: Emergency Services 999/112 Disclosure Notice and Acknowledgment

This 999/112 disclosure notice and acknowledgement (“999/112 Acknowledgement”) is agreed, acknowledged and accepted by Customer (all references to you in this document refer to the Customer) in connection with Customer’s purchase and use of GlobalMeet Services. This 999/112 Acknowledgement forms a part of and is governed by the Agreement. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

The national emergency access number in the United Kingdom is 999. The common European Union emergency number is 112 (999 and 112, together, the “Emergency Numbers,” each separately an “Emergency Number”). Emergency Numbers can be accessed using a numbering resource belonging to the national numbering plan for placing outgoing calls, free of charge, if the Service is fully operational and if accessed within England, Wales, Scotland and Northern Ireland. You understand and acknowledge that there may be some limitations as set out in this 999/112 Acknowledgment.

PGi may not be held liable for not providing access to the appropriate emergency services for calls made from Registered Calling Lines from outside of the country of the Registered Address allocated to the Registered Calling Line or in case the applicable geographical restriction with regards to the use of the Registered Calling Line is not complied with.

PGi’s GlobalMeet Services provide access to emergency calling services, however, PGi’s GlobalMeet Services operate differently than traditional wireline voice service and as a result the emergency calling experience may be limited in certain scenarios. Your access may differ depending on your location or the device you are using. You will inform other End Users of all differences and potential limitations to reaching Emergency Numbers. GlobalMeet End Users with a Registered Calling Line, using IP Desk Phones or Softphones, can dial Emergency Numbers directly from their IP Desk Phones, Softphone or GlobalMeet desktop app. VIRTUAL NUMBERS CANNOT BE USED TO COMPLETE CALLS TO EMERGENCY NUMBERS. Virtual numbers is an add-on to the GlobalMeet Services consisting of a direct inward dialing (DID) or access number without a directly associated telephone line.

1. Registering Your Location.

For each Registered Calling Line for which you desire emergency calling services, you must provide us with a correct and valid emergency response address for that Registered Calling Line. The address information provided must include enough information to enable emergency responders to locate the calling party and must comply with any multiline telephone system requirements applicable to you. For example, if the End User’s location is a multi-story building, you must provide us floor and suite number in addition to address information.

You must register the address of the physical location where you will use each Registered Calling Line with PGi immediately upon activation of your End Point. This is your “Registered Address”. You or your Account Administrator must accurately associate each individual Registered Calling Line to a Registered Address through your Administrative Portal or your GlobalMeet desktop app, if available. If such access is not available, please handle address registration and/or changes by contacting the PGi care team at phonesupport@globalmeet.com or at UK phone number (0) 20 3887 0073. You must use GlobalMeet Services only at the Registered Address provided for the applicable Registered Calling Line. You are solely responsible for promptly updating this information whenever necessary to reflect changes. If you move a device, you must immediately update the Registered Address with the new physical location of the device with PGi through the Administrative Portal or your GlobalMeet desktop app. If you do not update the Registered Address, any calls to Emergency Number made from the device may be sent to the wrong emergency response center and will not transmit your current location information to emergency responders, delaying emergency assistance to you. It may take up to twenty-four (24) hours for the address update to take effect. Customers with more than one Registered Calling Line are solely responsible for ensuring that an accurate and up-to-date Registered Address is maintained for each Registered Calling Line, and that their End Users are aware of how the Registered Address can be changed. Since multiple devices (i.e. IP Desk Phone and/or Softphone) that share the same Registered Calling Line also share the same Registered Address, Customer acknowledges that it must update the Registered Address to match the location of the particular device in use. If such regular updating is not practicable, Customer should purchase separate Registered Calling Lines for each device in use. Customer’s physical location(s) may NOT be a post office box, mail drop or similar address. Neither PGi nor Customer shall assume under any circumstances that Customer’s physical office location for emergency services calling purposes is the same as Customer’s billing address.

Customer will provide automatic number identification (“ANI”) with every End User call presented to PGi for processing. PGi will have no obligation to provide Services with respect to any End User call that does not include ANI and will not be liable for any claims arising from any efforts undertaken by PGi to provide Services under such circumstances.

Customer may opt to enable certain extensions without direct inward calling. Such extensions will not be assigned a separate telephone number for emergency services calling purposes and as such Customer’s main Registered Calling Line and Registered Address will be provided to any applicable Emergency Call Center (“ECC”) serving your location. Customers may elect to override this default Registered Address by assigning an alternate Registered Calling Line (and associated Registered Address) to the specified extension. In the event Customer maintains multiple extensions linked to a single Registered Calling Line, emergency calling from all such extensions will be routed to the Registered Address assigned to the single Registered Calling Line.

You shall not, and shall instruct End Users not to block their Registered Calling Lines on their handsets when calling Emergency Numbers. PGi is responsible for delivery of appropriate information, including location information, as required by Applicable Laws; but you acknowledge and agree that, as between Customer and PGi, it is Customer’s sole responsibility to provision such location information to PGi as contemplated above. You represent to us that you are in compliance with Data Protection Legislation, and that you have obtained



all necessary rights and consents to disclose to us, or allow us to collect, use, retain and disclose any telephone number, address and name associated with the originating access line location.

2. Service Limitations.

Access to Emergency Numbers will not function (i) in the event of an internet or power outage or disruption; (ii) if your broadband, internet service provider, or GlobalMeet Service is suspended or terminated as permitted by the Agreement; or (iii), with respect to only the GlobalMeet Mobile Application, if you do not have wireless service, as the GlobalMeet Mobile Application cannot send emergency calls over Wi-Fi access; or (iv) the configuration of the network you are using to run GlobalMeet Services does not permit GlobalMeet Services to connect (for instance due to calls blocked by firewall programs) or otherwise fail to comply with PGI's Network Requirements Policy. It is possible that network congestion may delay or prevent completion of any call to Emergency Numbers.

Users uncomfortable with any of these limitations should use an alternate means of reaching Emergency Numbers.

3. How it Works.

When you dial 999 or 112 using PGI's GlobalMeet Services, the Registered Calling Line and the Registered Address you have provided is sent to the ECC serving your location. Notwithstanding oral confirmation may be required by the emergency operator, to ensure that the Registered Address of the Registered Calling Line corresponds with the actual physical location of the End User using this. You should always be prepared to provide the emergency operator with your Registered Calling Line and Registered Address in case the call is dropped or disconnected. If you are unable to speak, the emergency operator may not be able to send help to your location and/or call you back should the call be disconnected. PGI does not control whether or not the emergency operator receives your Registered Calling Line and Registered Address.

4. Mobile Applications.

Calls to Emergency Numbers placed through the GlobalMeet Services Mobile Application on a smartphone will not be completed. Customers should instead use the native dialer on the smartphone to make emergency calls to Emergency Numbers, and the call will be handled by your wireless service provider if wireless service is available. If your wireless service is unavailable, the call to Emergency Numbers cannot be placed and you will need to find alternative methods to reach emergency service. The GlobalMeet Services Mobile Application cannot place emergency calls over Wi-Fi access and will not be able to route calls through your native phone dialer. Emergency dialing is also not available through the GlobalMeet Services Mobile Application on tablets or other mobile devices without a native phone dialer and a wireless service plan.

Similarly, text message service to Emergency Numbers is not available for End Users relying on the GlobalMeet Services Mobile Application, in areas where emergency operators can receive texts to Emergency Number should use the texting capability native to their mobile phone, if wireless service is available.

5. Notification of Employees, Guests, or Other Users.

Customers must notify any employees, contractors, guests, or persons who may place calls using the GlobalMeet Services or may be present at the physical location where the GlobalMeet Services may be used, of the limitations of PGI's GlobalMeet Service to access Emergency Numbers from your IP phone, other equipment, or the Softphone. Customers should also inform users of the limitations related to the GlobalMeet Services Mobile application.

6. Disclaimer of Liability for Emergency Call Response.

Your use, and use by your employees, guests and other third parties, of PGI's GlobalMeet Services to call Emergency Numbers are subject to the limitations described herein. The availability of certain features, such as transmission of a Registered Address or your Registered Calling Line, depends on whether local ECC support those features, and other factors outside of PGI's control. PGI relies on qualified third parties to assist us in routing calls and text messages to local ECC. PGI does not have control over local ECC, telephone company operator assistance centers, or other third parties. PGI disclaims all responsibility for the conduct of ECC, the telephone company operator assistance center, or third parties engaged by Customer to facilitate address updates, and all other third parties involved in the provision of emergency response services. To the extent permitted by Applicable Laws, you hereby release, discharge, and hold harmless PGI and its Affiliates from and against any and all liability relating to or arising from any acts or omissions of such third parties or other third parties involved in the handling of or response to any emergency or 999/112 call.

Customer will indemnify and hold harmless PGI, its officers, directors, employees, Affiliates, and any third-party provider(s) from any and all third-party claims, losses, damages, fines, or penalties arising out of: (i) Customer or its End User's provision to PGI of incorrect information, including physical addresses, or failure to update a Registered Address; (ii) Customer's failure to properly notify any person who may place calls using the GlobalMeet Services of the limitations herein; or (iii) except as expressly permitted hereunder and the under the Agreement, the inability of any End User to be able to dial 999/112 or access emergency service personnel for any reason.

7. Definitions.

"Account" means the numbered account established with PGI and associated with Customer and the Services provided to Customer under this Agreement. For billing and convenience purposes, multiple services, Registered Calling Lines, or End Users may be included in a single billing account, and/or a single Customer may have multiple billing accounts encompassing different geographic locations, business units, or other designations as requested by Customer and accepted by PGI.

"Account Administrator" means the person(s) who have been granted authority by Customer to set up, amend, or otherwise control settings and/or make additional purchases for the Account via the Administrative Portal. Account Administrators may have varying levels of Account rights, skills, or permissions.

"Administrative Portal" means the online administrative portal through which Account Administrators control settings and/or make additional purchases for the Account.

"End Point" means an application or device through which any End User might access and/or use any of the Services, including without limitation IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.

"End User" means an individual user to whom Customer makes the Services available, and may be a natural person, and may include but is not limited to Customer's employees, consultants, clients, external users, invitees, contractors and agents.



“Registered Calling Line” means a phone number assigned to an End User on a specifically designated Registered Address that is not an extension or virtual number.

“Softphone” means any application program (such as a desktop app) that permits internet-only access (without traversing the PSTN and without the use of dedicated hardware) to a DID for the purpose of making telephone calls.

This Emergency Services 999/112 Disclosure Notice and Acknowledgment was last revised September 20th, 2019.