



# Terms of Service

Version: 24.1.2020

Promotional Term; Free Trial Term : If you use Services pursuant to a promotional offer granting free Services and/or a free trial for Services, which may include without limitation the waiver of certain fees and/or other charges as defined by a particular promotional offer ("Free Services"), you will receive use of the Free Services solely for a limited period of time and all use of all Free Services shall be subject to the terms herein and any and all other restrictions, limitations and conditions identified or communicated to you with the specific Free Services offer, including without limitation, you are and will remain liable for all charges not otherwise designated as specifically and expressly waived pursuant to the applicable promotional offer. Notwithstanding any other provision in this Agreement, all Free Services are provided solely as an accommodation to you, and PGI reserves the right, at all times and in its sole discretion, to terminate or modify any Free Services at any time without notice, including without limitation for any abuse of the Free Services and/or your failure to pay fees and charges not otherwise designated as specifically and expressly waived pursuant to the applicable promotional offer

IMPORTANT- READ CAREFULLY: BY USING THE SERVICES YOU (as defined below) AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS ARE BETWEEN PGI (as defined below) AND YOU (collectively the "Parties"). IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS DO NOT USE THE SERVICES.

## 1. DEFINITIONS

**"Agreement"** means these terms of Service, the PGI Service Agreement and any other appendices and/or schedules which may be added by agreement of the Parties and that are incorporated by reference into this Agreement.

**"Confidential Information"** shall mean any and all information of a confidential nature disclosed by the Disclosing Party to the Receiving Party in connection with the provision of the Services, which information is designated as confidential or should reasonably be understood to be confidential given the nature of the information and the circumstances of its disclosure. It includes without limitation, employee data, business records and such other trade secrets and "know-how" relating to its operations, finances, products, services and technology.

**"Data Protection Legislation"** means the applicable local legislation, which includes in respect of Personal Data originating in India, the Information Technology Act, 2000, as amended (the "IT Act") and the Rules and Regulations made thereunder, including the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 and other relevant Laws.

**"Disclosing Party"** shall mean each of the Parties as the context so admits and being the Party disclosing the Confidential Information to the other Party, whether by itself, its officers, employees, agents or representatives.

**"Force Majeure Events"** meaning any act or event beyond the reasonable control of a Party, including but not limited to geographic or climatic conditions, wind, fire, flood, Act of God, riot, war, strike, carrier outages, governmental acts or orders or any other similar or dissimilar act or event.

**"Licensed Services"** shall mean those Services that are available under a Subscription Plan, including without limitation GlobalMeet, GlobalMeet Webinar and GlobalMeet Webcast Services . Please note Additional Terms of Service under clause 13.

**"Minimum Commitment"** shall mean any minimum commitment of time and usage for use of the Services by You during the Term of this Agreement.

**"Named User"** shall mean an individual designated and identified by You as an organizer /administrator who is authorized to schedule conferences using the Services.

**"PGI"** means PGS Premiere Conferencing Private Limited, a company incorporated and existing under the provisions of the Companies Act, 1956 and having its registered office at Neil Rao Towers (Neil Tower), Plot # 117, Road # 3, EPIP Phase I, Suite # 3NW, Bangalore.

**"Personal Data"** means all data relating to individuals.

**"Transfer"** shall mean the provision of access to and the physical transfer of Personal Data by PGI to any third party.

**"Receiving Party"** shall mean each of the Parties as the context so admits and being the Party receiving the Confidential Information from the other Party whether by itself, its officers, employees, agents or representatives.

**"Related Services"** shall mean any ancillary services associated with the Services included but not limited to the verbatim transcription of any recorded communication between You and a third party/parties.

**"Services"** shall mean PGI audio, web and video conferencing services ("PGI Meeting Solutions"), including without limitation, any PGI desktop, tablet and mobile applications associated with the PGI Meeting Solutions, Sites and Related Services.

**"Site(s)"** any and all web sites offered by PGI to provide the Services.

**"Subscription Charge"** shall mean charge payable by You on a recurring basis where You have entered into a Subscription Plan.

**"Subscription Plan"** means a fixed term plan which relates to the Licensed Services as specified in the PGI Service Agreement

**"Term"** means collectively the Initial Term and any Renewal Term(s), as more particularly set out in this Agreement.

**"You", "Your" or "Customer"** means a party acting strictly in the course of a business and with whom PGI has entered into this Agreement."

**"You", "Your"** shall refer to Customer as described in the PGI Service Agreement.



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## 2. USE OF THE SERVICES

- 2.1 PGi will provide the Services and procure the provision of the Related Services to You in accordance with this Agreement.
- 2.2 To gain access to and use the Services You may be required to create a log-in ID that will enable You to get Services' access numbers, keys, web conferencing URL and passcodes ("ID"). You are responsible for keeping Your ID safe and secure. Each subscription to the Services is for a single organisation only. You may choose to authorise Your employees to use Your ID but must ensure that Your employees also comply with the terms of this Agreement and, in particular, You must ensure that access to ID is immediately terminated in the event of the early termination or at expiration of this Agreement.
- 2.3 If PGi has reasonable grounds to believe that Your ID is being used in any way which is in breach of this Agreement or in any way which is illegal or fraudulent (including without limitation any use in contravention with this clause or clause 4), PGi reserves the right to immediately suspend Your access to the Services and to block access to Your ID until the issue has been resolved to the satisfaction of PGi and/or terminate this Agreement in accordance with the terms hereof. Please note the terms of clause 4.4 below which deals with payment by You for unauthorised and/or fraudulent use of the Services.
- 2.4 The Services may be used for Your business purposes only. You will not market, resell or reproduce the Services for any purposes and in conjunction with Your lawful use of the Services. You also agree to not offer or use the Services as a service bureau by which the Services can be accessed by third parties or by which information produced pursuant to the Service is sold or given to third parties via pay per call or any other such arrangements whatsoever.
- 2.5 You acknowledge that in order to protect Your account from unauthorised usage PGi will automatically set certain security features on the account which shall include (i) music whilst on-hold, (ii) random passcode selection, and (iii) post-conference usage reports. PGi will invoice you for all usage on the account and will not take responsibility for any cost incurred by you for fraudulent activity where You have selected to disable these security features.

## 2.6 No Emergency Calls

PGi is not a telephone service provider, and THE SERVICES ARE NOT INTENDED TO support OR CARRY any emergency calls to any emergency services of any kind. You need to make additional arrangements in order to access emergency services.

## 3. LICENSE AND COPYRIGHT

- 3.1 Without prejudice to the generality of clause 2.2, from and including the Effective Date under the PGi Service Agreement, and subject to the payment of any fees due (and any other terms of this Agreement), PGi grants You a non-exclusive, non-transferable, non-sub-licensable revocable right to use the Services for the Term. You shall not reverse engineer, modify, decompile, disassemble, translate or otherwise attempt to derive source code from any part of the Services or (for the benefit of any doubt) any associated software.
- 3.2 You shall not remove, alter or obscure in any way any proprietary rights notices or marks e.g. copyright notices). Except as required for use of the Services, You have no right or license to use any of the trademarks or trade names owned by, licensed to or associated with PGi and its suppliers (the "PGi Marks"). However, and notwithstanding, even in the event of such prior approval, You agree to immediately cease and desist using the PGi Marks upon notice from PGi or upon termination of this Agreement.
- 3.3 **Submissions.** As between PGi and You, PGi alone will own all rights, title and interest, including all related intellectual property, to any suggestions, ideas, feedback, improvements, recommendations or other information created, conceived, or reduced to practice, by You or on Your behalf.
- 3.4 PGi warrants that it is entitled to grant the rights as referred to under clause 3.1 above to You.

## 4. RESPONSIBILITY FOR CONTENT AND USE

- 4.1 You warrant and represent that You are the owner or licensee of any content that You upload, store, record or otherwise transmit through the Services through internet, including but not limited to photographs, caricatures, illustrations, designs, icons, articles, text, audio clips, and video clips (collectively, "the Content"). You are solely responsible for the Content including making and keeping backup copies of the Content. You warrant and represent You will not publish, store, post, upload, record or otherwise transmit the Content that: (i) infringes any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (ii) violates any law, statute, ordinance or regulation (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination or false advertising); (iii) is defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (iv) is profane, indecent, obscene, harmful to minors or child pornographic; (v) 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; or (vi) is materially false, misleading or inaccurate.



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- 4.2 You shall not knowingly, wilfully or recklessly: (1) use the Services through internet in connection with chain letters, junk mail, surveys, contests, pyramid schemes, spamming or any duplicative or unsolicited messages, or any use of distribution lists to any person who has not given specific permission to be included in such a process (commercial or otherwise); (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 Services any directory of other users or usage information or any portion thereof other than in the context of Your use of the Services; (4) knowingly interfere with or disrupt networks connected to the Services or violate the regulations, policies or procedures of such networks; (5) attempt to gain unauthorised access to the Services, other accounts, computer systems or networks connected to the Services, through password mining or any other means; or (6) use the Services for illegal purposes (including without limitation, gambling or betting). PGI or its suppliers may, at their discretion and upon reasonable belief, take any reasonable action they deem necessary, if Your conduct fails to conform with this Agreement or which may create liability for PGI or its suppliers.
- 4.3 You acknowledge that PGI has no control over the content of the data (either audio or images) transmitted by You through the Services and that PGI does not access or listen to any Content in order to examine the use to which You put the Services or the nature of the information You send or receive except as necessary for the performance of the Services. You shall comply with all applicable laws and regulations relating to use of the Services (including without limitation, Telecom Commercial Communications Customer Preference Regulations, 2010).
- 4.4 You agree to indemnify PGI against all claims, liability, damages, costs and expenses (including but not limited to reasonable legal fees) arising out of or related to breach of Clause 3 or Clause 4 of this Agreement.
- 4.5 You agree that You will be responsible for and be liable for the payment of all usage on Your account which expressly includes any unauthorized or fraudulent access of the Services.
- 4.6 **Links**  
The Services 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 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. CUSTOMER'S USE OF ANY LINKED SITES IS SUBJECT TO THE TERMS OF SERVICE APPLICABLE TO THAT SITE AND SOLELY AT YOUR OWN RISK.
- 4.7 **Compliance**
- 4.7.1 You represent and warrant that neither You nor any of your officers, directors, employees, agents or other representatives has 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 the business interests of PGI: directly or indirectly, though 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.
- 4.7.2 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.
- 4.8 You acknowledge and agree that You shall indemnify, defend and hold PGI, its offices, directors, employees, affiliates and its suppliers harmless from any claims, losses, damages, penalties or costs (including without limitation reasonable attorney's or expert witness fees) arising out of Your (or any individual or entity accessing the Services through Your account) (i) use of the Services in violation of this Agreement; (ii) violation or alleged violation of any applicable laws or regulations with respect to the Services; or (iii) infringement of any intellectual property rights of any third party.
- 5. INTERNATIONAL SALE OF GOODS, EXPORT AND IMPORT CONTROL LAWS AND REGULATIONS**  
You shall comply with and agree that You are responsible to ensure the Services are used by You in accordance with all applicable laws relating to use of Services under this Agreement. Without limiting the foregoing, PGI has notified You that the use of the Services is subject to U.S. and other applicable export control laws. You represent that You are not prohibited end user under U.S. and other applicable export and anti-terrorism laws. The application of the United Nations Convention on the International Sale of Goods is hereby expressly excluded.



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## 6. AGREEMENT CONCLUSION AND TERMINATION

- 6.1 This Agreement shall take effect and may be renewed as set forth under the PGI Service Agreement.
- 6.2 **Termination for convenience.** Either party may terminate this Agreement for convenience at the end of the Term as described under the PGI Service Agreement.
- 6.3 You understand and accept that unless notice of termination is provided to PGI that the Services shall continue to be provided and You shall continue to be responsible for payment of the fees due.
- 6.4 **Termination for cause.** On or at any time after the occurrence of any of the events outlined below, either Party may terminate this Agreement (the "Terminating Party") with immediate effect and by way of written notice to the other Party (the "Defaulting Party"). The events are:
1. The Defaulting Party is in breach of an obligation under this Agreement and in the event of breach 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, notwithstanding in the case of payment default by the due date, PGI may in its sole discretion decide to suspend the supply of Services and/or deactivate Your account;
  2. The Defaulting 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 Defaulting Party;
  3. The Defaulting 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;
  4. At the sole discretion of PGI (acting reasonably), Your illegal, fraudulent or improper use of the Services or if deemed necessary by PGI (acting reasonably), to prevent interruption or disruption to the PGI network, its business or other customers or suppliers.
- 6.5 In the event of termination of the Agreement before its expiry and which is not due to a breach by PGI, or if PGI terminates due to Your breach, You remain responsible for the shortfall resulting from Your failure to meet, if applicable, any Minimum Commitment or Subscription Charges for the Term, which amount shall equal the difference between the Minimum Commitment or Subscription Charges multiplied, as applicable by the number of months, quarters or years in the Term left unexpired less any payments for actual usage made by You during the Term.
- 6.6 **Effect of termination.** Upon termination of this Agreement pursuant to this Clause 6 any indebtedness owed to PGI becomes immediately due and payable and PGI is relieved of any further obligation to provide the Services to You pursuant to this Agreement.
- 6.7 Clauses or other provisions expressed or implied to survive expiry or termination shall survive expiry or termination.

## 7. CHARGES, PAYMENT AND FINANCE

- 7.1 All orders made pursuant to these Terms and Conditions are subject to credit verification and acceptance by PGI in writing.
- 7.2 Charges for the provision of the Services shall be invoiced at the end of each calendar month. The payment of invoices is due within thirty (30) days from the date of the invoice and without any deductions by way of set-off, counterclaim or otherwise and time for payment shall be of the essence.
- 7.3 Interest is payable on all overdue amounts at the rate of 18% per annum. PGI reserves the right to recover from You any direct cost of effecting collection of any amounts due as well as any related costs or expenses such as solicitor and/or collection agency fees.
- 7.4 You must notify PGI of any charge disputed in good faith, and with supporting documentation within 30 days from the date of the relevant invoice, or You will be deemed to agree that such charges are validly due and payable in full. You remain responsible to pay all undisputed charges by the due date.
- 7.5 Rates will be payable at the applicable rate as detailed on schedule attached hereto. Any present and future sales, use, service or other applicable taxes and other statutory levies chargeable in respect of Services rendered by PGI under this Agreement shall be charged extra to You.
- 7.6 Standard basis charges. Where it is specified in this Agreement that the usage charges payable by You are to be determined on a usage basis, then You must pay all costs incurred in relation to the Services as set out in this Agreement.
- 7.7 Minimum Commitment. Without prejudice to Clause 6.6, in the event You have agreed to a Minimum Commitment and You do not meet it in any given month, quarter or year (as applicable), You shall pay the shortfall equal to the difference between the Minimum Commitment less any actual usage made by You during that particular period.
- 7.8 PGI reserves the right, to change and adjust charges and/or fees at any time for access to or use of Services particularly due to changes in (inter alia) telecommunication costs, tariff costs or hardware costs . Such changes, or information



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pertaining to such changes shall be published by PGI on its Sites. Accordingly, it is Your responsibility to consult the PGI price list and instructions prior to and during the usage of the Services. New charges and/or fees shall become applicable upon being communicated to You by PGI. Your usage of the Services after the changes have been published by PGI on the Sites shall constitute acceptance by you of such changes, and accordingly, the applicable rates and /or terms and conditions shall apply.

## 8. SERVICE LEVEL AGREEMENT

- 8.1 The standard service level agreement PGI provides for its audio conferencing services and hosted web portal is as follows: PGI will maintain a 99.9% platform availability for conference bridging and for PGI web hosted portal. "Availability" or "available" is defined as the time that a service is operational and available for use by You. Calculation: Platform availability is calculated monthly per service as a percentage by dividing the number of hours the platform is available during the applicable month by the total number of hours in the applicable month, excluding in all cases Service Outage Time. Platform outage time is based on the total (scheduled and unscheduled) hourly outage time across a service. Platform outage time is measured from the time a PGI trouble ticket is opened to the time availability is restored to the customer. An outage condition exists when the customer does not have availability to a service. Scheduled outages include those outages planned by PGI as preventative or to accomplish platform growth or upgrades.
- 8.2 Exclusions. Outages resulting from the following items shall be excluded from the calculation of service outage time: (a) Scheduled maintenance; (b) Force majeure events meaning any act or event beyond the reasonable control of PGI, including but not limited to geographic or climatic conditions, wind, fire, flood, Act of God, riot, war, strike, carrier outages, governmental acts or orders or any other similar or dissimilar act or event (c) Customer negligence or wilful misconduct or the negligence or wilful misconduct of others authorized by the customer to use the services; (d) Any incompatibility or failure of the customer's own equipment; (e) Any other occurrence for which liability has been disclaimed under this Agreement; (f) The act of the customer.
- 8.3 Performance quality. PGI will provide conference calling services at a 99% success rate. "Success" is defined as no material degradation in a conference call. Such success rate is measured by the number of trouble tickets raised against the number of conference calls that have taken place.
- 8.4 Customer support. Customer Support is available 24 x 7, 365 days per year.
- 8.5 Remedy. In the event that PGI breaches the Committed Service Availability for three consecutive months or for any four months in any six month period, then You may terminate this Agreement without further obligation as to its Minimum Commitment.

## 9. DISCLAIMERS AND LIMITATION OF LIABILITY

- 9.1 PGI shall provide the Services with reasonable care and skill. PGI disclaims, as far as the law allows, any and all other terms, conditions and warranties relating to the Services, whether express or implied, including but not limited to implied warranties of merchantability or fitness for a particular purpose and non-infringement of third party rights. Services provided under this Agreement are provided on an "as is" and "as available" basis, and PGI shall not have any liability to any party, including but not limited to You, for the content of information transmitted by You through the use of the Services or any loss, delay, interruption or inaccuracy of such communications.
- 9.2 The entire liability of PGI under or in connection with the supply of the Services, whether for negligence, breach of contract, misrepresentation or otherwise is limited to an amount equivalent to the fees (if any) paid to PGI by You for the Services performed during the twelve (12) month period immediately prior to the date of the event, act or omission giving rise to the liability.
- 9.3 Neither Party is liable to the other, based on any theory of liability including negligence, breach of contract, misrepresentation, breach of warranty or otherwise, for (a) indirect, special, punitive or consequential damage suffered by the other, including, without limitation, loss of profit, goodwill, business opportunity or anticipated savings; (b) damages arising from lost data, lost technology, loss of rights or costs of procuring substitute services or any other substitution or solution; and whether occasioned by the Parties or their respective employees or agents.
- 9.4 Neither Party shall be liable for any failure to perform, or delay in performance of, its obligations under this Agreement caused by Force Majeure Events.

## 10. CONFIDENTIALITY

- 10.1 The Receiving Party shall use its reasonable endeavours to keep secret and confidential the Proprietary Information disclosed to it by the Disclosing Party.
- 10.2 The Receiving Party shall not disclose any Confidential Information disclosed to it by the Disclosing Party, whether orally or in writing, to any third party without the Disclosing Party's prior written consent.



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10.3 The obligation of confidentiality contained in this clause shall not apply or (as the case may be) shall cease to apply to information which: (i) At the time of its disclosure by the Disclosing Party is already in the public domain or which subsequently enters the public domain other than by breach of this Clause 10, or (ii) Subsequently comes lawfully into the possession of the Receiving Party from a third party; or (iii) Is needed to be disclosed by You to its authorized users for the purpose of accessing or using the Services, or (iv) Is required to be disclosed by applicable law or order of a court of competent jurisdiction or government department or agency, provided that prior to such disclosure the Receiving Party shall advise the Disclosing Party of the proposed form of the disclosure.

## 11. DATA PROTECTION

- 11.1 By using the Sites and by providing personal information, You consent to the collection, use and transfer of your personal information by PGI as outlined in this Agreement and in our privacy policy at <https://in.pgi.com/privacy-policy/> including but not limited to PGI's affiliates outside of India that may get involved in the performance of this Agreement. If you do not agree with the terms relating to your privacy outlined in this Agreement and /or the Privacy Policy, please do not use the Sites or provide PGI with your personal information.
- 11.2 Other than at Customer's request, or where required to provide the Services, or where required by law, PGI shall not disclose or allow access to any Personal Data other than, subject to Clause 11.4(d) to a person placed by PGI under the same obligations as contained in this Clause who is employed or engaged by the PGI or within the control of PGI in the performance of the Agreement.
- 11.3 PGI shall not use Personal Data for any purpose other than the provision of the Services and shall return any Personal Data to Customer immediately upon request at any time providing such return does not prevent PGI from fulfilling its obligations under this Agreement. PGI shall retain Personal Data no longer than is necessary for the provision of the Services, in accordance with the relevant Data Protection Legislation and such instructions as Customer may provide from time to time. Upon expiry or termination of this Agreement for whatever reason, PGI shall immediately return to Customer all Personal Data and certify that no copies have been made or retained by PGI or any third party acting on its behalf.
- 11.4 PGI shall:
- a. process Personal Data only to the extent necessary for the performance of this Agreement; and
  - b. not modify, amend or alter the contents of the Personal Data except as required or permitted by this Agreement or with Customer's prior written consent; and
  - c. implement the appropriate technical and organisational measures to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and against all other unlawful forms of processing and provide to Customer a written description of the measures taken when requested by Customer; and
  - d. comply with all relevant provisions of the Data Protection Legislation; and
  - e. keep all Personal Data secure and confidential; and
  - f. ensure that, of PGI's staff, only those of the PGI personnel who need to have access to the Personal Data are granted access to such Personal Data only for the purposes of the performance of this Agreement and the PGI personnel are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause; and
  - g. notify Customer forthwith that Personal Data transferred by Customer to PGI has been the subject of accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, or any other unlawful forms of processing, if such an event occurs.
- 11.5 Deleted
- 11.6 PGI shall only disclose Personal Data provided to us in limited circumstances. These circumstances include, but are not limited to, the following: (a) to the extent required by law or to respond to judicial or governmental process or a good faith belief that such action is necessary to comply with law or legal process; (b) to protect the security and integrity of the Sites and the Services; (c) to protect PGI's rights and property and the rights and property of others; (d) to respond to claims that submitted information that violates the rights or interests of third parties or to defend against other legal claims or; (e) in connection with a merger, consolidation or sale of all or substantially all of the stock or assets of one or more of PGI's businesses.
- 11.7 You acknowledge that PGI's Services may allow You to record meetings and to collect and utilise identifying information about Your participants. If You or Your users use the Services for direct marketing purposes or collect Personal Data through use of Services, You shall do so under Your responsibility and in compliance with laws. You hereby agree to indemnify, defend and hold PGI harmless from any and all claims, losses, damages, penalties and costs (including without limitation, reasonable attorney's fees) arising out of Your or Your users violation of applicable legislation including obtaining all necessary consents and providing appropriate notice.
- 11.8 Customer shall indemnify PGI against all claims, demand, proceedings, damages, costs and expenses (including but not limited to reasonable legal fees) incurred or suffered by PGI in any way as a result of Customer's breach of the Data Protection Legislation or the provisions of this Clause.





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## 12. GENERAL

- 12.1 **Waiver.** The failure by either Party to exercise, or delay by either Party in exercising, a right or remedy provided by any Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.
- 12.2 **Assignment.** You may not assign or transfer or purport to assign or transfer any of Your rights or obligations under this Agreement without first having obtained PGI's prior written consent.
- 12.3 **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.
- 12.4 **Subcontracting.** PGI may perform any or all of its obligations under this Agreement through agents or sub-contractors.
- 12.5 **Notices.** All notices, requests, claims, demands and other communications required or permitted hereunder ("Notices") shall be in writing and shall be given (i) by delivery in person, (ii) by registered mail, or (iii) by electronic email, to the address of the other Party specified in the PGI Service Agreement or such other address as the Parties may specify in writing. If Customer has also a designated PGI Sales Representative, Customer must also provide written copy of any termination notice to such Sales Representative; provided such copy shall not relieve Customer of its obligations to follow any other noticing requirements as set forth in this Agreement. Customer hereby grants PGI 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.
- 12.6 **Severability.** If any provision of this Agreement is prohibited or held to be or becomes invalid, void or unenforceable in any jurisdiction, such provision or part will, as to that jurisdiction, be: (a) deemed amended to be valid and enforceable, or (b) if it cannot be so amended without materially altering the intention of the Parties, ineffective to the extent of such prohibition, invalidity or unenforceability and be deleted without invalidating the remaining provisions or parts of the Agreement and without the validity or enforceability of that provision in any other jurisdiction.
- 12.7 **Amendment.** PGI may in its sole discretion amend these Terms of Service from time to time and such amended Terms of Service shall thereafter apply to You. You agree to be responsible for regularly reviewing the PGI web site to obtain timely notice of such amended Terms of Service. Any such amendments shall not affect any agreement concluded prior to any such amendments and each amendment shall be identified by a reference date. By using the Services after posting or delivery of the amended Terms, You will be deemed to have accepted and be bound by such amended Terms of Service.
- 12.8 **Entire Agreement.** This Agreement, including the Appendices and Schedule hereto, sets out a full statement of the contractual rights and liabilities of the Parties and constitutes the entire agreement between them in connection with the subject matter hereof. All prior agreements, communications and representations - whether verbal or written - with respect to the Services are hereby superseded. No employee of either Party is authorised to make any representation or warranty not contained in this Agreement, and the Parties each acknowledge that they have not relied on any oral or written representation, or on any prior custom or usage.
- 12.9 **Governing law and jurisdiction.** This Agreement shall be interpreted and governed by the laws of the India, and the parties agree to submit to the exclusive jurisdiction of the Courts in Bangalore to resolve any disputes arising hereunder.

## 13. ADDITIONAL TERMS AND CONDITIONS

The following additional terms of service (hereinafter "Additional Terms of Service") will apply in the event that You are purchasing or subscribing for one or more of the following Services in addition to the Terms of Service herein. To the extent that the Additional Terms of Services conflict with the Terms of Service, the Additional Terms of Service, as may be applicable, will prevail.

- 13.1 **GlobalMeet®.** GlobalMeet® is part of the PGI Services. PGI offers GlobalMeet Services with audio conferencing functionality ("GlobalMeet Audio") and a web conferencing collaboration solution ("GlobalMeet Web"). GlobalMeet Audio and GlobalMeet Web will be charged on a usage and on a per minute basis.
- 13.2 **GlobalMeet Webinar and GlobalMeet Webcast Services**  
PGi (or any Affiliate of PGI) hereby undertakes to produce webinar and webcasting events utilizing the GlobalMeet Webinar and GlobalMeet Webcast software application platforms (the "Platforms") and various services and tools (the "GlobalMeet Webinar Services" and "GlobalMeet Webcast Services") that PGI offers Customer for use (a "GlobalMeet Webinar Event" and "GlobalMeet Webcast Event").  
**License/Platform.** PGI hereby grants to Customer the non-exclusive, non-transferable, non-sublicensable, revocable



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right to access and use the Platforms, solely to the extent required to use the GlobalMeet Webinar Services and GlobalMeet Webcast Services and produce a GlobalMeet Webinar Event and GlobalMeet Webcast Event. Customer shall not allow someone other than Customer or PGI to manage a GlobalMeet Webinar or GlobalMeet Webcast Event.

**Modifications and Releases.** From time to time after the date of this Agreement, new releases to the Platforms may add, enhance or change the features and services available hereunder. Customers shall be entitled to use, if they choose, any such new features and services but additional charges may apply.

## 13.3 Licensed Services (as defined under the Terms of Service)

### **Named Users licenses**

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. "Maximum Meeting Participants" means the maximum number of meeting participants, including the Named User, that may be in a conference using the Licensed Services at the same time, as designated by PGI. Only one conference using the Licensed services may occur at any given time (i.e. no concurrent meetings) per licensed Named User.

Named Users may not combine with other Named Users or otherwise expand a conference using the Licensed Services scheduled by a Named User to allow more than the Maximum Meeting Participants. For each conference using the Licensed 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. A Named User designation may not be transferred to another Customer employee except upon (a) termination of the Named User's employment with Customer, or (b) with PGI's express prior written approval. For GlobalMeet Services, Customer may increase or decrease its number of Named Users for the Licensed Services by submitting its selections through the PGI HUB web interface. All selections for increases in Named Users by Customer will become an integral part of this Agreement and Customer will be billed for such increase in the Named Users, beginning as of the date of selection. For the avoidance of doubt, Customer is fully responsible and liable for any and all selections made on PGI HUB and PGI has no obligation to investigate or confirm whether the party submitting an order via PGI HUB has authority to bind the Customer.

### **Payment Terms**

Customer will pay PGI a Monthly Subscription Charge per Named User in addition to any additional fees or charges for use of the Licensed Services, including without limitation any set up fees, overages fees, per minute fees or other fee or charge associated with use of the Licensed Services provided. Except for the Effective Date's month Subscription Charge, 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 the Licensed Services will include the Subscription Charge for the initial month (prorated where applicable) and the Subscription Charge billed in advance for the upcoming month. 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 Licensed Services during any billing period. Customer FURTHER acknowledges and agrees that PGI RESERVES THE RIGHT TO MODIFY OR DISCONTINUE ANY OR ALL OF LICENSED SERVICES AND ANY RELATED DIAL IN NUMBERS OR OTHER METHODS OF ACCESS AT ANY TIME. Except with respect to the Monthly Subscription Charge set forth in this Agreement, PGI may change or institute new charges and/or fees for additional features and access to or use of such additional features and applications (including for ancillary services) at any time and will use commercially reasonable efforts to provide prior notice in writing to Customer, provided that for the avoidance of any doubt, as set forth above PGI shall not change Customer's Monthly Subscription Charge set forth herein.

### 13.3.1 GlobalMeet® Licensed Services

GlobalMeet® may be subscribed as a Licensed Service under the following types:

1. Audio conferencing and web conferencing license ("GlobalMeet Collaboration"); or
2. Web conferencing only license.
3. Active User GlobalMeet Collaboration license.

By using the GlobalMeet Licensed Services, Customer agrees to be abide by the Additional Terms of Service for Licensed Services and the Terms and Conditions.

### **GlobalMeet® Collaboration Active User**

GlobalMeet audio and web conferencing Services can be subscribed under an Active User model. You will not have to pay for each Named User account issued although you can authorize as many users as you wish for the knowledge workers within your organization. You will always pay a minimum monthly Subscription Charge for the duration of the Subscription Plan, which will be based on the greater of (a) a percentage of the total number of employees, or (b) a determined number of Active Users.

### **Definitions**

A "Named User" means an individual who may host an unlimited number of meetings using the Licensed Services under an Active User model. The identification of those individuals assigned a Named User license will be included in the manage user list. Such list will be maintained by the subscriber's site administrator and will be provided to PGI upon request. Each meeting must be hosted by a Named User.

An "Active User" is a Named User that hosts at least one meeting in a month.





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A "Knowledge Worker" is an individual authorized by you to use any physical device such as desktop, laptop, mobile or tablet capable of running the Services as part of their job duties performed on Your behalf.

## **Active User licenses term**

The initial subscription term will be a minimum of 12, 24 or 36 months. At the end of the initial term, the licenses will renew automatically by periods of 12 months unless 60 days' notice in writing is given prior to the end of the subscription term.

## **Calculation of the initial licenses quantity: Initial Monthly Subscription Charge**

The number of Named User Licenses that must be subscribed during the initial subscription term will be the greater of: (1) 15% of the total Knowledge Workers; or (2) 40 Active User licenses (the "Initial Monthly Subscription Charge").

## **Calculation of subsequent licenses quantity: Adjusted Monthly Subscription Charges**

Prior to the end of the anniversary from the initial subscription date and/or prior to any subsequent years, PGI will apply a true forward and adjust the Initial Monthly Subscription Charge or, if applicable, the Adjusted Monthly Subscription Charge, for the upcoming annual period following the anniversary date, which will be based on the average number of Active Users at the end of each of the 3 month period preceding the anniversary (e.g. month 9, 10 and 11 for the first anniversary). In the event that the result of this calculation threw a higher amount than the Initial Monthly Subscription Charge or, if applicable, the Adjusted Monthly Subscription Charge, the result shall be deemed the "Adjusted Monthly Subscription Charge" and will be invoiced in the next 12-month period following the anniversary date. In the event that the result was smaller than the Initial Monthly Subscription Charge or, if applicable, the Adjusted Monthly Subscription Charge, the Initial Subscription Charge or Adjusted Monthly Subscription Charge effective at the time of the calculation, will be deemed the Adjusted Subscription Charge.

### **13.3.2 GlobalMeet Webinar and GlobalMeet Webcast Licensed Services**

GlobalMeet Webinar and GlobalMeet Webcast Services may be subscribed under a Subscription Plan. By using the GlobalMeet® Webinar and GlobalMeet Webcast Licensed Services, Customer agrees to abide by the Additional Terms of Service for Licensed Services and the Terms and Conditions.

## **14. BILLING FOOTNOTES, SERVICES AND FEES**

- 14.1 Freephone pricing indicated designates freephone access from landline unless otherwise specified. Please note that additional charges may be incurred should freephone numbers be dialed via mobile phone and/or payphone.
- 14.2 Pricing for moderator dial out is specific to dial out to landline unless otherwise specified. Additional charges may be incurred for dial out to mobile phones.
- 14.3 PGI defines a typical conference call as 3 participants or more. For GlobalMeet® calls with less than three participants, PGI will apply a minimum conference connections charge at the domestic local access rate. This does not affect operator assisted calls and Licensed Services.
- 14.4 Where no rates have been agreed, PGI standard list rates will apply. Standard list rates can be obtained from Your account manager.
- 14.5 PGI invoices the cost of the call on a per participant basis and rounds the price of the call to the nearest whole cent.
- 14.6 Call set-up and disconnect charges apply to all inbound and outbound legs of all calls.
- 14.7 Customer will be charged INR1,750 for each full monthly detail paper invoice, unless and until Customer specifically elects to receive online bill detail pursuant to the PGI' bill selection process (this fee is subject to change).
- 14.8 Customers will be charged a minimum charge INR7,208 for the per minute portion applying to Operator Greeted Entry & INR 3,604 for the per minute portion applying to Passcode Greeted Entry in business hour (these fees are subject to change). Additional minimum charge will be incurred outside business hour.
- 14.9 PGI applies a 10.9% Service Fee on all pre-tax charges.
- 14.10 A Conference Call Minimum charge will be applied per conference call held. The charge is INR360. This does not apply to Licensed Services.
- 14.11 Customers will be charged overage fees for minutes used and exceeding minimums available to Customer pursuant to specific price plans offered from PGI and agreed by customer.
- 14.12 Pooling of audio minutes from multiple Named Users is not permitted.



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14.13 Customer agrees to pay all the taxes collected by PGI that are charged as per the applicable law.

14.14 Custom Prompts - where You have ordered Custom Prompts, subsequent to the initial one year term, there is an Annual Maintenance Fee of INR69,280.

These Terms of Service have been updated on January 2020.