



# Terms of Service

Version: 24.1.2020

**These terms of service (the Terms) are effective on and from 24<sup>th</sup> January 2020, and are subject to periodic revisions and updates.**

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

**"Agreement"** means these Terms, the PGI privacy policy which is located at <http://nz.pgi.com/privacy-policy/> or any successor website thereto and the Customer Service Agreement/Particular Agreement conditions.

**"Licensed Services"** shall mean those Services that are available under a Subscription Plan, including without limitation GlobalMeet Collaboration, GlobalMeet Webinar and GlobalMeet Webcast Services. Please note Additional Terms of Service under section 11.

**"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 Licensed Services.

**PGI** means Premiere Conferencing Limited (1178893)

**"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.

**2. Sales, Payment, Term and Termination.**

**(a) Sales to the Customer.** Charges for the use of Services are invoiced on a monthly basis. For Services sold under a Named User License, the Subscription Charges shall be invoiced in advance and usage fees will be invoiced in arrears. Except for the Effective Date's month Subscription Charge, all Subscription Charges are billed monthly in advance and non refundable, and audio minutes not included in subscription plans are billed in arrears. For the avoidance of doubt, Customer's initial invoice for any Services under Named User Licenses will include the Subscription Charge for the initial month (prorated where applicable) and Subscription Charge billed in advance for the upcoming month.

**Minimum commitment.** Without prejudice to section 2.2(e), 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.

**Subscription Plan.** Without prejudice to section 2.2(e), in the event You have agreed to a Subscription Plan, if at the end of each month it is determined by PGI that You have utilised the Services in excess of or in addition to the level set forth in a particular tier during that month, then You shall pay to PGI all charges for actual usage or consumption incurred during that month on account of the Services utilised in excess of or in addition to the Services set forth in that particular tier at the overage rate detailed in the Customer Service Agreement, provided that You may adjust the package to an upward level at any time by providing PGI written notice and receive the benefit of the lower price. Fees payable for overage amounts shall be invoiced monthly, in arrears, on the basis of minutes of use.

It is understood and agreed between the Parties that any payments made during the Term that exceeded the Minimum Commitment or Monthly Subscription Charge shall not apply to, or in any way be credited against, any other, past or present payments of Minimum Commitment or Monthly Subscription Charge or the overall shortfall amount during the Term.

You acknowledge and agree that PGI reserves the right to change pricing or modify or discontinue any or all of the Services and any related dial-in numbers or other methods of access at any time for any reason, without notice. Without limiting the foregoing, PGI reserves the right, in its sole discretion, to change or institute new or additional charges and/or fees for



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access to or use of Services (including for ancillary services, new or additional features and/or "apps") at any time as provided in this Agreement.

**(b) Payment Terms, Taxes and Other Charges.** The payment of invoices is due within 30 days from date of invoice. You must notify PGI of any charge disputed in good faith, with supporting documentation, within 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 undisputed charges by the due date. Without limiting any other rights herein, PGI may suspend Services if PGI determines that Your previous payment record with PGI so warrants. You will pay any collection costs, including reasonable attorneys' fees, and other expenses incurred by PGI to collect any such sums due under this Agreement. You will pay, and PGI reserves the right to collect in arrears taxes (other than taxes based upon PGI's net income), by any government authority upon or with respect to the Services provided. If You claim an exemption from charges, You must provide PGI with a current, valid exemption certificate from the applicable government authority.

**(c) Term and Renewal.** This Agreement shall take effect and may be renewed as set forth under the PGI Service Agreement.

**(d) Termination**

**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:

(i) 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;

(ii) 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;

(iii) 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;

(iv) 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.

**Termination for Convenience.** Either party may terminate this Agreement at the end of a Term as described under the Customer Service Agreement/Particular Agreement Conditions.

**(e) Effect of termination.** 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.

Upon termination of this Agreement pursuant to this Section 2 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.

**(f) Survival.** Sections or other provisions expressed or implied to survive expiry or termination shall survive expiry or termination.

### 3. Proprietary Information, Customer Data and Privacy.

**(a) Proprietary Information.** Each party and its employees and agents shall at all times, during the Term and thereafter, keep in trust and confidence all information relating to the other party that is of a confidential and proprietary nature ("Proprietary Information") and shall not use such Proprietary Information other than in the course of their duties under this Agreement, nor shall either party or its employees and agents disclose any of such Proprietary Information to any individual or entity without the other party's prior written consent, or if required by law. Each party acknowledges that any such Proprietary Information received by the other party shall be received as a fiduciary of the other party. Each party further agrees to immediately return to the other party or destroy all Proprietary Information in its possession, custody or control in whatever form held (including all copies of all written documents relating to that) upon termination of this Agreement or at any time, or from time to time, upon the request of the other party. The obligation of confidentiality contained in this Section shall not apply or (as the case may be) shall cease to apply to information which: (i) At the time of its disclosure is already in the public domain or which subsequently enters the public domain other than by breach of this



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Section 3(a), 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.

**(b) Customer Data.** PGI acknowledges Your rights, title, and/or interest in and to all electronic data or information uploaded, stored, recorded, retrieved or transmitted by You through its use of the Service ("Customer Data") and such Customer Data is deemed to be Your confidential information under this Agreement. PGI shall not access any Customer Data, except to respond to service or technical problems which may arise and/or at Your request, or otherwise compelled by law. If PGI is compelled by law to disclose Your Proprietary Information or Customer Data, PGI shall provide You with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Your cost, if You wish to contest the disclosure. Customer Data will be protected by PGI with at least the same protective precautions that PGI takes to protect its similar proprietary or confidential information. PGI is not obligated to provide a disaster recovery plan in respect to Customer Data and PGI accepts no responsibility to You for the recovery of deleted Customer Data. PGI reserves the right to remove any Customer Data that constitutes Objectionable Material or violates any Service Provider rules regarding appropriate use, but is not obligated to do so. You acknowledge that PGI has no control over the content of the information transmitted by You through the Services and that PGI does not access, view 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.

**(c) Privacy.** Except as otherwise stated in this Agreement, the Services and any personal information received from You, is subject to PGI's Privacy Policy at <http://nz.pgi.com/privacy-policy/>. In order to provide the Services, You acknowledge that it is necessary for PGI to disclose such personal information received from You and/or Your Named Users to PGI's group companies in other countries (including the United States of America and other overseas locations where PGI shall maintain adequate level of protection), and You hereby consent to such transfer. Notwithstanding the above, the transfer of personal information shall not affect PGI's obligations at law, in relation to such personal information.

## 4. Intellectual Property.

**(a)** The Services provided under this Agreement and all associated intellectual and proprietary rights are the sole property of PGI and/or its affiliates or suppliers, and 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 (the "PGI Marks") during the term of this Agreement without express written consent from PGI. Despite prior approval, You will immediately cease and desist using the PGI Marks upon notice from PGI or upon termination of this Agreement for any reason. Any use by You of the PGI Marks other than as described above will constitute a breach of this Agreement for which, in addition to any other remedies available at law or in equity, PGI may terminate this Agreement.

**(b)** You are being granted a limited, non-exclusive, non-transferable, non-sublicensable revocable right to use Services, and any software associated with the Services. All other rights are reserved by PGI, and You agree that it shall not remove, obscure or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to or contained within the Services.

**(c)** 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.

**(d)** 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.

**(e)** You shall not knowingly, willfully 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



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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.

## 5. Indemnities

You shall indemnify and defend PGi, its officers, directors, employees, affiliates and its suppliers from any claims, losses, damages, penalties or costs (including without limitation reasonable attorneys' or expert witness fees) to the extent caused by or contributed to by You (or any individual or entity accessing the Services through Your account): (i) use of the Services in contravention with the terms of this Agreement or in violation or alleged violation of any applicable laws or regulations with respect to the Services; or (ii) the infringement of any intellectual property rights of any third party. The obligations contained in this paragraph shall survive any termination or suspension of the Services contemplated herein, the expiration or termination of this Agreement and final payment.

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.

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.

## 6. Limited Warranty

All Services provided pursuant to this Agreement are provided or performed on an "as is", "as available" basis and Your use of the Service is solely at Your own risk. You acknowledge that Services may not reliably work or maybe limited or restricted in some international jurisdictions that regulate particular telecommunication or data services or where the local government actively blocks or otherwise interferes with cross-border data flows. Any condition or warranty which would otherwise be implied in this Agreement is hereby excluded. Where legislation implies in this Agreement any condition or warranty, and that legislation prohibits provisions in a contract excluding or modifying the application of or liability under such condition or warranty but allows the liability thereunder to be limited, the condition or warranty shall be deemed to be included in this Agreement and PGi's liability for any breach of such condition or warranty shall be limited, at its option, to one or more of the following the supplying of the services again or the payment of the cost of having the services supplied again.

## 7. Limitation of Liability

Except in relation to liability for personal injury (including sickness and death) caused by the negligence or wilful default of PGi, PGi shall have no liability to You in respect of any loss or damage (including without limitation loss of revenue, loss of profits, loss of goodwill, loss of anticipated savings, pure economic loss, loss of data, loss of value of equipment (other than the cost of repair or replacement) loss of opportunity or expectation loss of any other form of consequential, special, indirect, punitive or exemplary loss or damage) which may be suffered or incurred in respect of services supplied pursuant to this Agreement or in respect of a failure or omission on the part of PGi to comply with its obligations under this Agreement. 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 charges (calculated on a pro-rated basis for advance payments) 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. In the event some or all of the foregoing limitations in this Section 6 may not be effective in the applicable jurisdiction or to the extent the applicable law mandates a more extensive warranty, the applicable law will prevail over these terms.



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## 8. Notices.

All other notices, requests, claims, demands and other communications hereunder ("**Notices**") shall be in writing in English and shall be given (i) by delivery in person (ii) sent by registered mail or (iii) by electronic mail to the address of the party specified in the Service Agreement or such other address as either party may specify in writing. The provisions of this section regarding the use of email will only apply where: You wish to terminate this Agreement in accordance with section 2.d) in which case you should contact us at [companycancellation@pgi.com](mailto:companycancellation@pgi.com) or by prepaid registered mail to the following address. Notifications to PGI, including without limitation all termination notices, shall be addressed to: Premiere Conferencing Limited (1178893) Level 3, 48-52 Wyndham Street, Auckland, New Zealand and duplicate of such notice may be submitted by electronic mail. If You have a designated PGI Sales Representative, You must also provide a written copy of any termination notice to such Sales Representative; provided, such copy does and shall not relieve You of Your obligation to follow any other noticing requirements as set forth in this Agreement. Your notices for billing or account management purposes will be addressed to the address (postal and/or e-mail address) provided to PGI.

## 9. Miscellaneous.

**Severability.** If any provision herein is held by a court to be illegal, invalid or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of the illegality, invalidity or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability in any other jurisdiction.

**Waiver.** Any failure by a party to comply with this Agreement may be waived by the other party, but any such waiver must be in writing signed by the waiving party and will not be deemed a waiver of any subsequent failures.

**Third party rights.** Each party enters into this Agreement solely for its own benefit and purpose, and except for PGI's suppliers, this Agreement in no way confers any rights upon, or imposes obligations on either of the parties toward, any third party, including but not limited to any recipient of content transmitted through the Services. This Agreement shall be binding upon and inure to the benefit of the parties' successors, legal representatives and authorized assigns.

**Assignment.** PGI may assign its rights and obligations under this Agreement to an entity that either now or in the future controls, is controlled by or is under common control with PGI or as a consequence of merger, acquisition, change of control or asset sale. You shall not assign Your rights and obligations under this Agreement without PGI's written consent. All sections in this Agreement intended to survive any cancellation, termination, expiration or suspension of this Agreement will so survive.

**Amendment.** PGI may in its sole discretion amend these terms and conditions from time to time and such amended terms and conditions 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 and conditions. 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 and conditions.

**Governing law and jurisdiction.** This Agreement shall be governed by, and construed and enforced in accordance with the laws of New Zealand applicable to agreements made and to be performed therein, without regard to any conflicts or choice of law rules. The parties agree to submit to the exclusive jurisdiction of the courts in New Zealand to resolve any disputes arising hereunder.

## 10. 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.



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## 11. ADDITIONAL TERMS OF SERVICE

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 and Conditions. To the extent that the Additional Terms of Services conflict with the Terms, the Additional Terms of Service, as may be applicable, will prevail.

### 11.1 GlobalMeet Services

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.

### 11.2 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 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.

### 11.3 Licensed Services (as defined under the Terms)

#### 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.

#### 11.3.1 GlobalMeet® Licensed Services

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

1. Audio conferencing and web conferencing license; or
2. Web conferencing only 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.



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## **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.

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.

## **11.3.2 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.

## **11.3.3 WebEx Licensed Services**

WebEx® Services are part of the PGI Licensed Services offer and are supplied by Cisco WebEx. By using the WebEx® Services, Customer agrees to abide by the Additional Terms of Service for Licensed Services, the Terms and Conditions and the WebEx Services terms of use which can be found at <http://www.webex.com/terms-of-service.html>.

### **Term and Termination:**

After the initial term, the Webex Named User licenses shall automatically rollover for successive twelve (12) months terms, unless You notify PGI of Your desire to terminate those by written notice not less than 60 days prior to the end of the term in course.

In the instance of Webex Enterprise Edition Services; Named User licenses shall automatically rollover for successive twelve (12) months terms (each a "Renewal Term"; the Initial Term and Renewal Terms are collectively the "Term"), unless the Customer notifies PGI of its desire to terminate the Agreement by written notice not less than 60 days prior to the end of the "Term".

All WebEx licenses come with 1 GB free storage, any additional uncommitted storage used will be charged per GB used. Alternatively, additional committed storage can be purchased (5 GB minimum).

## **11.4 GlobalMeet audio conferencing Services integrated with Microsoft Skype for Business™ online**

**Provision of Audio Conferencing Services.** You acknowledge that the audio conferencing services for Microsoft Skype for Business is provided by PGI (and not by Microsoft or its affiliates). The audio conferencing functionality will not be available unless You have acquired the current subscription or license for Skype for Business.

**Permitted Audio Conferencing Countries.** Customers that acquire subscriptions for Services outside countries permitted by PGI or its suppliers, as determined in their sole discretion ("Permitted Countries") may not be able to use the Services in their home country or any other country that is not a Permitted Country. The Services may be restricted or unavailable to a conference participant that accesses a conference from a country that is not a Permitted Country. PGI



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may suspend or terminate the provision of Services without notice if deemed necessary by PGI to ensure compliance with applicable laws.

**Consent.** You hereby consent to the provision of Customer information (Customer details such as passcodes and telephone access numbers) to Microsoft as part of the order process for and in connection with Microsoft's use of the information in connection with: (i) the provision of Skype for Business Online, (ii) the provision of support services and (iii) disclosure by Microsoft to PGI of Customer's call detail records related to Skype for Business Online for billing and technical use.

You hereby authorize PGI to access and give consent to use your information hosted by Microsoft in connection with PGI's provision of the Services and the fulfilment of PGI's obligations in connection with the delivery of the Services.

**User Conduct.** Customer has all necessary rights to all data, software programs or services that Customer uses in connection with its access and use of Skype for Business Online, and Customer's use of any of the foregoing does not infringe intellectual property or other proprietary rights of any third party.

## 12. Billing Footnotes, Services and Fees

- (a) Toll free pricing indicated designates toll free access from landline unless otherwise specified. Please note that additional charges may be incurred should toll free numbers be dialed via mobile phone and/or payphone.
- (b) 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.
- (c) PGI defines a typical conference call as 3 participants or more. For GlobalMeet® and ReadyConference® 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.
- (d) Where no rates have been agreed, PGI standard list rates will apply. Standard list rates can be obtained from Your account manager.
- (e) Subject to execution of a local affiliate services agreement, PGI can offer billing in a number of currencies. PGI shall bill and You shall pay PGI in the currency so designated in this Agreement. Notwithstanding, where Parties have agreed to local currency billing, the Parties shall use the following methodology to set exchange rates for the purposes of converting the rates set forth in this Agreement to other currencies. PGI shall use, and shall bill You according to, the end of day exchange rates as published in the Wall Street Journal on the Start Date for the Term of this Agreement.
- (f) PGI invoices the cost of the call on a per participant basis and rounds the price of the call to the nearest whole cent.
- (g) Call set-up and disconnect charges apply to all inbound and outbound legs of all calls.
- (h) PGI applies a per minute surcharge to each Minute using US toll free access originating from Alaska, Hawaii or any US Territory or the Caribbean.
- (i) Customer will be charged NZ\$38 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).
- (j) Customers will be charged a minimum charge NZ\$500 for the per minute portion applying to Operator Greeted Entry & NZ\$300 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.
- (k) PGI applies a 8.9% Service Fee on all pre-tax charges.
- (l) A Conference Call Minimum charge will be applied per conference call held. The charge is NZ\$6.9. This does not apply to Licensed Services.
- (m) Custom Prompts – where You have ordered Custom Prompts, subsequent to the initial one year term, there is an Annual Maintenance Fee of NZD1,370.
- (n) For each integrated Skype for Business call PGI charges a connection fee, per meeting, which is equal to the contracted per minute Softphone rate times the duration of the call in minutes.





# Terms of Service

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## **13. Entire Agreement.**

This Agreement constitutes the final, complete and entire agreement between the parties with respect to the subject matter hereof, and supersedes any previous proposals, negotiations, agreements or arrangements, whether verbal or written made between the parties with respect to such subject matter. There are no other verbal agreements, representations, warranties, undertakings or other agreements between the parties.

If you reside in a country within the European Union, these terms are an agreement between you and Premiere Conferencing (Ireland) Ltd. Under this agreement, goods and/or services will be delivered via Premiere Conferencing (Ireland) Ltd. as an agent of Premiere Conferencing Limited or by Premiere Conferencing Limited, depending on the type of payment method used for the purchase of the goods and/or services. If you reside in any other country, then these terms are an agreement between you and Premiere Conferencing Limited and goods and/or services will be delivered by Premiere Conferencing Limited directly.