

Schedule of Additional Terms of Service for Audio Services

By using the Audio Services (as below defined, including any trial or promotional/free use), you agree to the following Additional Terms of Service for Audio Services.

Customer Rates & Standard Charges.

You will pay PGI for the audio conferencing services provided (the "Audio Services") at the "Customer Rates" and "Standard Charges" (as below defined) and according to the terms of this Agreement and this Schedule of Additional Terms of Service for Audio Services. For purposes of this Agreement, Customer Rates are those specifically negotiated by you and agreed to by PGI, and Standard Charges are for those Audio Services not subject to Customer Rates and/or rates included at list and all taxes, fees and surcharges. PRIOR TO USING ANY AUDIO SERVICES, YOU AGREE (i) TO BE SOLELY RESPONSIBLE FOR REGULARLY REVIEWING PGI'S STANDARD CHARGES, WHICH ARE AVAILABLE UPON REQUEST FROM PGI SALES REPRESENTATIVES, AND (ii) TO OBTAIN TIMELY NOTICE OF CURRENT STANDARD CHARGES, INCLUDING ANY INCREASES OR OTHER CHANGES. For the avoidance of doubt, and notwithstanding any other provision herein or in any Schedule or this Agreement, no notice of any kind, written or otherwise, is required for changes to Standard Charges or Customer Rates as each is defined above.

Minimum Audio Commitment.

In the event you agree to a minimum commitment for use of the Audio Services during the term of the Agreement ("Minimum Audio Commitment") and do not meet your Minimum Audio Commitment in any given month, quarter or year, as applicable, PGI shall invoice for, and you shall pay, upon receipt of invoice, the shortfall equal to the difference between the Minimum Audio Commitment during each applicable term less any payments for actual usage made by you during each applicable period during the term of the Agreement. For commitments based on minutes, the shortfall amount in dollars shall be calculated based upon pricing using the proportion of Audio Services as you actually used during the applicable period. Only the per minute usage of the PGI meeting solutions shall be applicable to the Minimum Audio Commitment.

Effect of Termination by you with Minimum Audio Commitment.

If you have agreed to a Minimum Audio Commitment and in the event that you terminate this Agreement (not due to breach by PGI) or if PGI terminates on account of your breach, you shall pay to PGI as liquidated damages, but not as a penalty and representing a reasonable estimate of the probable loss to PGI, the shortfall resulting from your failure to meet any Minimum Audio Commitment for the term of this Agreement, which amount shall equal the difference between the Minimum Audio Commitment multiplied, as applicable, by the number of months, quarters or years in the term less any payments for actual usage made by you during the term of this Agreement; provided, however, no payments over and above the Minimum Audio Commitment for any one month, quarter or year, as applicable, shall apply to or in any way be credited against any other, past or present, Minimum Audio Commitment or the overall shortfall amount for the term of this Agreement.