

Terms of Service including  
GlobalMeet<sup>®</sup> Collaboration, GlobalMeet<sup>®</sup>  
Webcast, GlobalMeet<sup>®</sup> Webinar,  
GlobalMeet<sup>®</sup> Audio, GlobalMeet<sup>®</sup> Operator  
Assisted, GlobalMeet<sup>®</sup> Audio for Skype  
Online, GlobalMeet<sup>®</sup> Audio for Skype  
Server and PGI Resold Services.

**IMPORTANT- READ CAREFULLY: BY ACCESSING OR USING OUR SERVICES, WHETHER AS A PAID CUSTOMER OR FREE USER, ON BEHALF OF YOURSELF AND/OR YOUR COMPANY, YOU ARE AGREEING TO BE BOUND BY AND ACCEPT THESE TERMS. IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT USE OUR SERVICES, INCLUDING WITHOUT LIMITATION, ANY OF OUR MOBILE APPLICATIONS. YOU ARE ENCOURAGED TO PRINT OR DOWNLOAD THESE TERMS AND TO REGULARLY CHECK THIS WEBSITE TO OBTAIN TIMELY NOTICE OF ANY CHANGES TO TERMS, WHICH MAY OCCUR FROM TIME TO TIME AND AT ANY TIME WITHOUT NOTICE.**

**1. Services and Pricing.**

**a. Sale of Services.**

You will pay Premiere Conferencing (Canada) Limited d/b/a Premiere Global Services ("PGI") for the generally available services provided by PGI to you, as subscribed by you, including without limitation, any PGI desktop, tablet and mobile applications (the "Services"), at the rates and according to these Terms of Service and any additional terms as set forth in schedules attached hereto or separate service orders, each hereby incorporated herein (the "Schedules" and "Service

Orders", and collectively with these Terms of Service, this "Agreement"). In the event of a conflict between any terms herein and in any Schedule, the terms of the Schedule for the particular service shall control. Charges for use of Services shall be invoiced in such manner as stated on an applicable Schedule, or if not therein provided, shall be invoiced at the end of each billing cycle, and, in all cases, payments are due within thirty (30) days after date of invoice.

b. Taxes and Other Charges.

PGi reserves the right, in its sole discretion, to change or institute new or additional rates, charges and/or fees for access to or use of the Services or to change its payment terms or billing methods at any time. PGi may suspend Services if PGi determines, in its sole discretion, that your previous payment record so warrants such change. Charges are exclusive of taxes. You will pay, and PGi reserves the right to collect in arrears, all sales, use, consumption, goods and services, excise or other taxes (other than taxes based upon PGi net income), fees, surcharges, charges for universal support mechanisms or other charges of any nature whatsoever, now or hereafter imposed or assessed on PGi, by any foreign, federal, state/provincial, county or local government authority upon or with respect to the Services provided. You shall indemnify PGi against any payments made by PGi which are Your responsibility under this paragraph. If you claim exemption from charges, you must provide PGi with a current, valid exemption certificate from the applicable regulatory authority.

c. Credit Cards.

Notwithstanding any other provision herein, for any fees and/or charges paid by credit or debit cards, you agree if payment is not received by PGi from the card issuer or its agents, you will pay all amounts due upon demand by PGi. Each time you use

the Services, or allow or cause the Services to be used, you agree and reaffirm that PGI is authorized to charge your designated card in connection with the Services. YOU FURTHER AGREE THAT PGI MAY SUBMIT ADDITIONAL CHARGES FOR USE OF THE SERVICES EACH MONTH, QUARTER OR YEAR, AS APPLICABLE, IN ACCORDANCE WITH THIS AGREEMENT, WITHOUT FURTHER AUTHORIZATION FROM YOU, until you provide prior written notice (in accordance with PGI's verification procedures, as may be established by PGI from time to time in its sole discretion) that you terminate this authorization or desire to change your designated card. Such notices will not affect charges submitted before PGI reasonably could act on such notice. When you provide your card information to PGI (or its designated licensees or subcontractors), you represent and warrant to PGI that you are the authorized user of your designated card. You agree to promptly notify PGI of any changes to your designated card account number, its expiration date or your billing address, as applicable, and you agree to notify PGI if such designated card expires or is cancelled for any reason. For the avoidance of doubt, the designated card account holder is responsible for all charges incurred, including applicable taxes, and all purchases made by such account holder or anyone that uses the card. **WITHOUT LIMITING ANY OTHER REMEDY HEREIN, IF RECURRING FEES ARE NOT PAID IN A TIMELY MANNER, OR IF PGI IS UNABLE TO PROCESS YOUR TRANSACTION(S) USING THE DESIGNATED CARD INFORMATION PROVIDED, PGI RESERVES THE RIGHT TO SUSPEND AND/OR TERMINATE THE SERVICES.**

d. Disputes.

Past-due balances not reasonably disputed in good faith as herein provided shall be subject to an interest charge of 1.5% per month computed from the due date of each invoice previously issued, or the maximum rate legally permitted,

whichever is less, and you shall pay any collection costs, including reasonable attorneys' fees, and other expenses incurred by PGI to collect any such sums due under this Agreement. You must notify PGI of any charge disputed in good faith, with supporting documentation, within thirty (30) days from the date of invoice, or you will be deemed to agree to such charges and no adjustments to charges or invoices will be made. You remain responsible to pay charges not reasonably disputed in good faith as herein provided by the due date.

e. Beta Versions.

With respect to any Beta version of any of the Services (the "Beta Services") made available to you for purposes of evaluation and feedback, you acknowledge that the Beta Services may contain bugs, errors and other problems and are provided to you "as-is." To the extent permitted by law, **PGi disclaims any warranty or liability obligations to you of any kind with respect to the Beta Services.** You further acknowledge the importance of communication between PGI and you during your use of the Beta Services and hereby agree to receive related correspondence and updates from PGI and its suppliers. In the event you request to opt-out from such communications, your use of the Beta Services may be canceled. You also hereby acknowledge that PGI has not made any representations, promises or guarantees that the Beta Services will ever be announced or made available to anyone in the future and that PGI has no express or implied obligation to you to announce or introduce the Beta Services. With respect to the Beta Services, this subsection shall supersede any other terms and conditions contained herein, but only to the extent necessary to resolve conflict. In addition to and without limiting any other rights or remedies PGI has, if PGI determines, in its sole discretion, that you have violated any conditions of and/or limitations on the

Beta Services, PGI reserves the right to immediately terminate the Beta Services.

## 2. Term and Termination.

### a. Term.

Services shall commence upon the Effective Date as agreed upon by the parties, in writing, and shall continue, unless different terms are specified by the parties in a Schedule, for a minimum term of twelve (12) months ("Initial Term"), with renewal terms continuing indefinitely thereafter at lengths equal to the Initial Term (each a "Renewal Term"). Without limiting the foregoing, if the term of any Services described in a Schedule or Service Order extends beyond the expiration or termination of this Agreement, the terms of this Agreement shall apply to such Services even after expiration or termination of the Agreement. Either party may terminate this Agreement at the end of a term by providing written notice to the other party of such termination at least sixty (60) days prior to the end of such term or as the parties otherwise agree, in writing.

### b. 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. TO THE EXTENT YOU SIGN UP TO PAY FOR SERVICES BY CREDIT OR DEBIT CARDS, YOU ACKNOWLEDGE AND AGREE THAT AS A CONDITION TO RECEIVE ANY FREE SERVICES, A FEE AND/OR CHARGE, AS APPLICABLE, WILL BE PRE-AUTHORIZED AGAINST YOUR CREDIT CARD OR DEBIT CARD LIMIT (MEANING THE AMOUNTS PRE-AUTHORIZED WILL NOT BE CONSIDERED AVAILABLE CREDIT OR DEBIT FUNDS IN SUCH ACCOUNT) AND, UNLESS THE PARTIES EXPRESSLY AGREE OTHERWISE, WILL BE IMMEDIATELY CHARGED TO YOUR CREDIT OR DEBIT CARD, WITHOUT FURTHER AUTHORIZATION FROM YOU, UPON THE EXPIRATION OF THE FREE SERVICES PERIOD, UNLESS YOU TERMINATE SERVICES IN ACCORDANCE WITH THE TERMS OF THE SPECIFIC PROMOTION AND/OR THIS AGREEMENT. FOR THE AVOIDANCE OF DOUBT AND NOTWITHSTANDING ANY OTHER PROVISION HEREIN, IN THE EVENT ANY PROMOTION HAS RATES AND/OR FEES NOT IMPLEMENTED UNTIL AFTER THE END DATE FOR FREE SERVICES ("RATE IMPLEMENTATION DATE") AND PGI AGREES TO MAKE AVAILABLE ANY FREE SERVICES TO YOU PRIOR TO SUCH RATE IMPLEMENTATION DATE, UNLESS THE PARTIES OTHERWISE EXPRESSLY AGREE IN WRITING, YOUR INITIAL APPLICABLE TERM FOR SERVICES SHALL BE EXTENDED BY THE LENGTH OF THE FREE SERVICES PERIOD; PROVIDED, HOWEVER, IF SUCH FREE SERVICES PERIOD WOULD RESULT IN YOUR INITIAL APPLICABLE TERM ENDING IN THE MIDDLE OF A BILLING CYCLE, THEN SUCH TERM SHALL BE EXTENDED TO THE LAST DAY OF SUCH BILLING CYCLE.

c. Termination for Cause.

Either party may terminate this Agreement at any time in the event that the other party breaches any provision of this Agreement in any material respect and fails to cure such breach within thirty (30) days after receipt of written notice of such breach. Notwithstanding the foregoing, PGI may terminate this Agreement and/or suspend the provision of Services immediately: (i) for illegal, fraudulent, improper or abusive use of the Services (including without limitation your use of the Services in contravention of Section 5, to be determined in PGI's sole discretion); (ii) if deemed reasonably necessary by PGI to prevent interruption or disruption to PGI's network, its business or other customers; (iii) if any portion of an invoice not reasonably disputed in good faith as herein provided remains unpaid when due (including without limitation any minimum commitments); or (iv) for breach, not subject to cure. All terminations by PGI shall be effective as of the date designated in the termination notice, and PGI shall not be liable to you or any third party should PGI exercise its right to discontinue Services, in whole or in part, or terminate this Agreement pursuant to this Section 2(c).

d. Effect of Termination.

In the event of any termination, you remain responsible for any and all fees and charges due and incurred through the termination effective date and will not be entitled to any partial month credits or refunds of any kind, including without limitation if you elect to not use the Services prior to the termination effective date.

e. Effect of Termination for Free Services.

In addition to and without limiting any other rights or remedies PGI has herein or otherwise identified or communicated to you with the specific Free Services offer, if PGI determines, in its sole

discretion and whether or not it has conducted an audit, that you have violated any conditions of and/or limitations on the Free Services or any associated software, PGI reserves the right to immediately terminate the Free Services and to charge and to collect from you the amount you would have been required to pay for the Free Services as a retail customer (applying then-current list rates and/or Standard Charges, as applicable) during the period of your non-compliance. You agree to pay this amount to PGI, plus the cost of conducting any associated audits by PGI that in the sole discretion of PGI reveal non-compliance.

### **3. Proprietary Information and Non-Disclosure.**

Each party acknowledges that, in the course of performing its duties under this Agreement, it may obtain information relating to the business, the Services and to the other party that is of a confidential and proprietary nature ("Proprietary Information"). Such Proprietary Information may include, but is not limited to, trade secrets, know-how, inventions, techniques, processes, computer programs, schematics, data, customer lists, financial information and sales and marketing plans. Without limiting the foregoing, this Agreement and the pricing terms referenced herein shall be considered Proprietary Information of PGI. Each party and its employees and agents shall at all times, during the term of this Agreement and thereafter, keep in trust and confidence all 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. 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 upon termination of this Agreement or at any time, or from time to time, upon the request of the other party.

#### 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 suppliers. Further, 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") 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. If PGI elects to issue a press release pertaining to this Agreement, PGI and you agree to cooperate in a joint press release, subject to both parties' prior review and approval, announcing the execution of this Agreement. You agree to allow PGI to name you as a client of PGI in any marketing material PGI may create from time to time. PGI will not use your trademarks or trade names, other than the corporate name and/or logo or solely to the extent used in PGI's internal business communications and/or presentations, in any marketing materials without your prior written consent, which shall not be unreasonably withheld.
- b. PGI welcomes feedback regarding many areas of PGI's Services, including its web sites. Any ideas, suggestions, comments

and/or other feedback you provide to PGI ("Feedback") shall be deemed to be non-confidential and PGI shall be free to use such information on an unrestricted basis. You should only provide specific Feedback on PGI's existing Services and should not include any ideas that PGI's policy will not permit it to accept or consider. PGI or any of its employees do not accept or consider unsolicited ideas of any kind, including ideas for new or improved services, products or technologies, enhancements or new service names. The following terms shall apply to submissions of all Feedback: You agree that: (i) all submissions and their contents will automatically become the property of PGI, without any compensation; (ii) PGI may freely and irrevocably use, disclose, reproduce, license, sublicense, distribute or redistribute and otherwise commercialize the submissions and their contents for any purpose and in any way throughout the world, without royalty; (iii) there is no obligation for PGI to review the submission; and (iv) there is no obligation to keep any submissions confidential. For the avoidance of doubt, you will not submit any Feedback to PGI that (i) you have reason to believe is subject to any patent, copyright, or other intellectual property claim or right of any third party; or (ii) that is subject to license terms that seek to require any PGI product incorporating or derived from any Feedback, or other PGI intellectual property, to be licensed to or otherwise shared with any third party.

## **5. Your Compliance and Indemnification.**

- a. You acknowledge that PGI has no control over the content of information published, posted, uploaded, exchanged, recorded or otherwise transmitted through the Services (whether visual, written or audible) and that PGI does not examine the use to which you put the Services or the nature of the information you or your users send or receive. You shall comply with and agree it

is solely your responsibility to ensure the Services are used in accordance with all applicable foreign, federal, state/provincial and local laws relating to use of the Services under this Agreement (including without limitation data privacy, export and control laws and regulations and laws relating to the use of VoIP-based services). Without limiting the foregoing, you agree that the use of the Services is subject to U.S. and local export control laws and regulations. Services may allow you to record meetings and to collect and utilize identifying information about your participants. If you or your users use the Services for direct marketing purposes or collect personal information through use of Services, you shall do so under your responsibility and 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 privacy laws including obtaining all necessary consents and providing all appropriate notices. You represent that you are not a citizen of an embargoed country or a prohibited end user under applicable U.S. or local export and anti-terrorism laws, regulations and lists. You are responsible: (i) for any and all activities that may occur under your account, including without limitation, ensuring no content published, posted, uploaded, exchanged, recorded or otherwise transmitted through the Services infringes any third party's intellectual property rights or is unlawful, threatening, abusive, harassing, libelous, deceptive, fraudulent, invasive of another's privacy, vulgar, obscene or otherwise contains objectionable material of any kind or nature; and (ii) to maintain the confidentiality and security of your Host ID and/or access numbers, keys and passwords/passcodes. You agree to notify PGI immediately if there has been an unauthorized use of any Host ID and/or access numbers, keys and/or passwords/passcodes or any other breach of security and

- you shall be liable for fraudulent charges until such time as you have notified PGI to suspend any compromised Host IDs, access numbers, keys and/or passwords/passcodes. You acknowledge that PGI may from time to time monitor bridge activity relating to the Services for quality assurance and fraud detection and may further gather system data. Further, and notwithstanding confidentiality provisions herein, PGI may disclose information about your use of Services to satisfy any law, regulation, government agency request, court order, search warrant, subpoena or other legal process.
- b. You acknowledge that PGI does not provide traditional telephone service, 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. Additionally, use of conference recording or taping any use of the Services may subject you to laws or regulations. You acknowledge and agree that you may not record or tape any Web, video or telephone conversation in connection with the services unless you are in compliance with all laws relating to the recording of communications and protecting the privacy of communication for all parties to the conversation. PGI has not and is not expected to provide you with any analysis, interpretation or advice regarding your compliance with the above, and you are solely responsible and obligated to provide any required notifications to participants prior to commencement of conferences.
- c. You shall indemnify, defend and hold PGI, its officers, directors, employees, affiliates and its suppliers harmless from any claims, losses, damages, penalties or costs (including without limitation reasonable attorneys' or expert witness fees) arising out of your (or any individual or entity accessing the Services through you or your account): (i) use of the Services; (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. 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.

## 6. Warranty and Limitation of Liability.

ALL 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 SERVICES OR ANY LOSS, DELAY, INTERRUPTION, OR INACCURACY OF SUCH COMMUNICATIONS. PGI DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES OR COVENANTS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT REGARDING THE SERVICES. WITHOUT LIMITING THE FOREGOING, PGI MAKES NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, AND ANY MATERIAL, AND/OR DATA DOWNLOADED, UPLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS AT YOUR OWN DISCRETION AND RISK. PGI ALSO DOES NOT MAKE ANY WARRANTY OR GUARANTEE FOR ANY PRODUCTS OR SERVICES PROVIDED BY VENDORS SUGGESTED BY PGI. NEITHER PGI NOR PGI'S SUPPLIERS SHALL IN ANY EVENT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT OR OTHER MONETARY LOSS; LOSS OR INTERRUPTION OF DATA, RECORDINGS, COMPUTER TIME OR VOICE TRANSMISSIONS; ALTERATION OR ERRONEOUS TRANSMISSION OF DATA;

ACCURACY OF DATA; INABILITY TO USE THE SERVICES TO CONTACT EMERGENCY SERVICES; UNAUTHORIZED ACCESS TO OR USE OF VOICE OR DATA PROCESSED OR TRANSMITTED BY, TO OR THROUGH THE SERVICE; OR PROGRAM ERRORS) EVEN IF PGI IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. PGI SHALL NOT BE LIABLE FOR ANY FAILURE TO PERFORM, OR DELAY IN PERFORMANCE OF, ITS OBLIGATIONS UNDER THIS AGREEMENT CAUSED BY REASONS BEYOND PGI'S CONTROL. IN NO EVENT SHALL PGI'S TOTAL LIABILITY TO YOU ARISING UNDER THIS AGREEMENT, WHETHER SUCH THEORY OF LIABILITY IS BASED ON CONTRACT, TORT OR OTHERWISE, EXCEED AN AMOUNT EQUAL TO THE CHARGES (CALCULATED ON A PRO-RATED BASIS FOR ADVANCED PAYMENTS OF ALL CHARGES) BY PGI TO YOU FOR THE PARTICULAR SERVICE PERFORMED BY PGI DURING THE ONE MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE OF 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.

## **7. Notices.**

Notices to you for billing or account management purposes will be addressed to the address provided to PGI. Notifications to PGI shall be addressed to Premiere Conferencing (Canada) Limited d/b/a Premiere Global Services, 3250 Bloor St. W, East Tower Suite 400, Toronto, ON, M8X 2X9, with an additional required copy to Premiere Conferencing (Canada) Limited, Attn: Legal Services Department, 2475 Northwinds Parkway, Suite 200, Alpharetta, Georgia 30009 USA. Any notice required or permitted to be given under this Agreement must be written in English and shall be deemed given and effective upon delivery if sent by personal delivery, email or by facsimile transmission (with confirmation of

successful delivery), two (2) days after deposit with a nationally-recognized overnight delivery service or five (5) days after posting if sent by certified United States mail, return receipt requested, with postage pre-paid and addressed as above-provided or to such other addresses as may be designated by notice from one party to the other. Please refer to

[https://www.mymeetinghelp.com/Home/Meetings/Web\\_and\\_Video/Your\\_Account/Account\\_Basics/z\\_Cancel\\_your\\_account](https://www.mymeetinghelp.com/Home/Meetings/Web_and_Video/Your_Account/Account_Basics/z_Cancel_your_account) for

information regarding notice of termination. You hereby grant PGI express consent to contact all individual account holders and moderators to communicate information regarding PGI's services and products, including without limitation, upgrades, enhancements, end-of-life, modifications and/or other feature changes. Without limiting the foregoing, you grant PGI express consent to periodically contact you and/or to forward to the e-mail address(es) related to your account on file information regarding PGI's services and products, including without limitation, upgrades, enhancements, end-of-life, modifications and/or other feature changes and/or various promotional and advertising materials regarding other PGI's products, services, marketing plan and other business related items.

## **8. Miscellaneous.**

This Agreement may be executed in counterparts, each of which will be deemed an original but all of which together will constitute one and the same document. Captions/headings are for convenience only and not to be used in construing this Agreement. If any provision herein is held by a court to be illegal, invalid or unenforceable, the remaining terms shall not be affected or impaired thereby, and the illegal, invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the allocation of risk. 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 or of any other obligations, agreements or conditions contained herein. The parties' relationship to each other shall be that of independent contractors. Neither party shall or shall be deemed to be an agent, employee, partner of, or joint venture with the other party. 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. 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 may 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. This Agreement shall be interpreted and governed by the laws of the Province of Ontario without regard to its rules governing conflicts of law. The parties agree to submit to the exclusive jurisdiction of the provincial or federal courts located in or with responsibility for Toronto, Ontario to resolve any disputes arising hereunder. The English language version of this Agreement controls. Agreements provided in languages other than English are provided for ease of reference only. If you are in Canada, it is the express wish of both parties that this Agreement, and any associated documentation, be written and signed in English. C'est la volonté expresse des party's que la



présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.

## 9. Entire Agreement.

This Agreement, including all Schedules attached hereto, constitutes the final, complete and entire agreement between the parties with respect to the subject matter hereof, and supercedes 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 require use of a non-PGi-form purchase order in connection with any of the Services to be performed hereunder, you hereby acknowledge and agree that to the extent such purchase order contains any pre-printed or other terms and conditions, such terms and conditions, whether in addition to or in conflict with this Agreement, shall have no effect whatsoever and this Agreement shall govern the relationship between PGi and you. Without limiting any other rights in this Agreement, PGi may amend at any time the provisions of this Agreement by, at PGi's election: (i) posting revised terms and conditions ("Amended Terms") on [www.pgi.com](http://www.pgi.com) (the "PGi Web Site"); (ii) delivering the Amended Terms to you at the address, fax or e-mail address provided herein (such delivery may be included in invoices for the Services delivered to you); or (iii) by other reasonable means as permitted by applicable laws. All Amended Terms shall automatically be effective the earlier of: (i) the date indicated on the PGi Web Site or (ii) your next billing cycle following posting or delivery to you. YOU AGREE TO BE SOLELY RESPONSIBLE FOR REGULARLY REVIEWING THE PGI WEB SITE TO OBTAIN TIMELY NOTICE OF ANY SUCH AMENDED TERMS AND PGI'S THEN-CURRENT TERMS AND CONDITIONS. BY USING THE SERVICES AFTER POSTING OR DELIVERY OF AMENDED TERMS, YOU WILL BE

DEEMED TO HAVE ACCEPTED AND BE BOUND BY SUCH AMENDED TERMS. No such amendment by PGI shall serve to constitute a default or termination by PGI of this Agreement, nor shall such amendment serve to be a basis for your termination of this Agreement. Except as otherwise provided in this Agreement or any Schedule hereto, this Agreement may only be amended or modified, in whole or in part, by a written instrument signed by the parties to this Agreement.

## 10. Schedules of Additional Terms of Service.

In addition to the above terms and conditions, by using any of the following Services (including any trial or promotional/free use): GlobalMeet®, GlobalMeet® Collaboration, Audio, GlobalMeet® Webcast/Webinar, Resold Services-Internet Services/Web Conferencing, GlobalMeet® Audio for Skype for Business Online Services, Resold Webcasting Services, or Dolby Voice Client Software), you shall be deemed to have agreed to such Services' applicable Additional Terms of Service. PRIOR TO USING ANY SUCH SERVICES, YOU AGREE (i) TO BE SOLELY RESPONSIBLE FOR REGULARLY REVIEWING PGI'S ADDITIONAL TERMS OF SERVICE, WHICH ARE AVAILABLE ON PGI'S WEBSITE, VIA THE LINKS BELOW, AND/OR UPON REQUEST FROM PGI SALES REPRESENTATIVES, AND (ii) TO OBTAIN TIMELY NOTICE OF ANY CHANGES TO SUCH TERMS. In the event of a conflict between any terms herein and in any Schedule, the terms of the Schedule for the particular service shall control.

**Schedule of Additional Terms of Service for Licensed Services – GlobalMeet Collaboration**

**Schedule of Additional Terms of Service for Audio Services**

**Schedule of Additional Terms of Service for GlobalMeet® Webcast/Webinar Services**

## Schedule of Additional Terms of Service for GlobalMeet Audio for Skype for Business Online Services

## Schedule of Additional Terms of Service for Dolby - End-User License Agreement for Dolby Voice Client Software

### 1. Services & Pricing Schedule Billing Footnotes:

#### **For: GlobalMeet Webcast<sup>®</sup>, Virtual Events and Virtual Conference Venues**

Services will be billed in Canadian dollars, unless expressly stated otherwise by PGI or agreed upon by the parties in writing.

**GlobalMeet Webcast Single Managed Event(s)** 100% of your Event commitment will be invoiced in the ensuing billing cycle (monthly interval) to your Agreement Effective date. Any future add-ons, ancillary charges or overages will be invoiced monthly. Payment is due upon receipt. Cancellation of an event will be invoiced at 25% of your event commitment.

**GlobalMeet Webcast Multi-Pack of Single Managed Events**— 100% of your Multi-Pack Events commitment will be invoiced in the ensuing billing cycle (monthly interval) to your Agreement Effective date. Any future add-ons, ancillary charges or overages will be invoiced monthly. Payment is due upon receipt.

**GlobalMeet Webcast Virtual Event Licenses** -Subscription fee(s) will be invoiced monthly or as an annual pre-pay. Any future add-ons, ancillary charges or overages will be invoiced monthly. (30-day payment terms)

**Virtual Conference Venue Licenses (6Connex)** – 100% of your License commitment will be invoiced in the ensuing billing cycle (monthly interval) giving access to the Venue(s) for the length of the term of this Agreement. Any future add-ons, ancillary charges or overages will be invoiced monthly. (30-day payment terms).

**Excluded from the pricing:** All audio per minute rates, including dial-in and dial out to landline locations, all International Toll-Free, all International Toll-Free from Mobile, all International Toll-Free from Payphone and all moderator dial-out to mobile numbers, attended services and ancillary services. In the case whereby specific per minute audio rates or other fees have been agreed, those contained under the Services and Pricing Schedule shall apply, otherwise default rates outside of the subscription plan will be applicable. PGI is required by the United States Federal Communications Commission (FCC) to contribute to the Federal Universal Service Fund (FUSF), which subsidizes telecommunications services, within the United States, in high cost and rural areas and services to low-income consumers, schools, libraries and rural health care providers. To recover the cost of its federal USF contributions, PGI assesses federal USF charges equal to the then-applicable quarterly contribution factor (as established by the FCC) times the portion of your invoice subject to federal USF charges. For certain Services, PGI may also be required by state regulations and/or state Public Utility Commissions to contribute to state funds similar in purpose or kind to the FUSF as well as additional required state regulatory fees.

Paper Invoice: Customer will be charged 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.

**For: GlobalMeet Audio, GlobalMeet Collaboration, GlobalMeet Operator Assisted, GlobalMeet Webcast, GlobalMeet Webinar, GlobalMeet For Skype Online (GMSO), GlobalMeet for Skype Server (GMSS), PGI resold services i.e. Webex):**

Services will be billed in Canadian dollars, unless expressly stated otherwise by PGI or agreed upon by the parties in writing. Without limiting any other applicable fees and charges, Customer will be charged overage fees for minutes used that exceed allotted minutes available to Customer pursuant to specific service plans offered from PGI and agreed to by Customer. International rates

and surcharges apply on a per minute basis for calls originating outside the non-contiguous United States and/or (y) all international dial-out calls. For GlobalMeet audio calls with less than three (3) participants, a minimum Connection Charge will apply. Call set-up and disconnect charges also apply to all inbound and outbound audio legs of all calls. PGI rounds completed audio calls to the next full minute on a per participant basis and rounds the price of the call to the nearest whole cent. A conference call minimum charge will be applied per conference call held. The call minimum charge does not apply to Licensed Services. Services that are not listed herein, including Enhanced Services such as set-up, cancellation, re-scheduling and unused port fees for Operator Assisted calls, are subject to PGI's Standard Charges, which are available upon request from Customer's PGI Sales Representative. PGI is required by the Federal Communications Commission (FCC) to contribute to the federal Universal Service Fund (USF), which subsidizes telecommunications services in high cost and rural areas and services to low income consumers, schools, libraries and rural health care providers. To recover the cost of its federal USF contributions, PGI assesses federal USF charges equal to the then-applicable quarterly contribution factor (as established by the FCC) times the portion of your invoice subject to federal USF charges. For certain Services, PGI may also be required by state regulations and/or state Public Utility Commissions to contribute to state funds similar in purpose or kind to the USF as well as additional required state regulatory fees. PGI assesses a 4.95% monthly Telecommunications Surcharge on audio services to recover its costs associated with regulatory requirements and compliance and other costs imposed by its underlying telecommunications carriers on PGI. USF charges apply to the Telecommunications Surcharge. Additionally, PGI imposes an 10.9% Service Fee on all pre-tax charges. PGI does not assess the service fee on GlobalMeet Webcast services. PGI will not provide advance notice of any change in the quarterly USF contribution factor, USF charges, the Telecommunications Surcharge or the Service Fee. USF charges, the Telecommunications Surcharge, and the Service Fee are neither taxes nor government-required charges. PGI applies a per minute

surcharge to each toll-free audio minute of a call originating from Alaska, Hawaii, any US Territory, the Caribbean or Canada. For the avoidance of doubt and notwithstanding the foregoing, the Minimum Connection Charge and the Telecommunications Surcharge will not apply to Standalone GlobalMeet Collaboration Licensed Services. PGI does not currently assess USF charges on Standalone GlobalMeet Collaboration Licensed Services.

Customer will be charged 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.

**These Terms and Conditions were last revised July 2021 and are subject to periodic revisions and updates. CUSTOMER IS RESPONSIBLE FOR REGULARLY REVIEWING THIS SITE TO OBTAIN TIMELY NOTICE OF ANY AMENDED TERMS.**

PGI