



ADDITIONAL TERMS OF SERVICE FOR USE OF CISCO WEBEX

IMPORTANT- READ CAREFULLY: SUBSCRIBER 'S USE OF THE CISCO WEBEX SERVICES IS CONDITIONED UPON SUBSCRIBER'S COMPLIANCE WITH, AND AGREEMENT TO BE BOUND BY, THESE ADDITIONAL TERMS OF USE FOR CISCO WEBEX SERVICES ("CISCO WEBEX TERMS").

IF SUBSCRIBER DOES NOT AGREE WITH THESE CISCO WEBEX TERMS, DO NOT USE THE CISCO WEBEX SERVICE. SUBSCRIBER SHALL PRINT OR DOWNLOAD THESE TERMS AND CONDITIONS AND REGULARLY CHECK THIS WEBSITE TO OBTAIN TIMELY NOTICE OF ANY CHANGES TO THESE CISCO WEBEX TERMS, WHICH MAY OCCUR FROM TIME TO TIME AND AT ANY TIME WITHOUT NOTICE.

By using the Cisco WebEx Services (as below defined, including any trial use), **Subscriber** agrees to the following **Cisco WebEx Terms**. Terms which are in bold which are not defined in these **Cisco WebEx Terms** but are defined in **Terms and Conditions** of Premiere Conferencing Services ("**the Yakkan**") of Premier Conferencing Inc. ("**the Company**"), shall have the same meaning as in the **Yakkan** of the Company located on this website.

1. SERVICE

- (a) These **Cisco WebEx Terms** are in addition to the Company's **Yakkan** which are available at <http://jp.pgi.com/terms-of-service/>.
- (b) Except where otherwise specified by the Company, the **Cisco WebEx Service** shall be supplied to a **Subscriber** who is on an agreement for a **Named Host, Concurrent Seat, Committed Minutes** or **Meeting Centre Active Host*** (*currently not provided in Japan).

2. AGREEMENT TERM / RENEWAL

- (a) **Cisco WebEx Service** shall commence from the **Start Date** and shall run for a period of 12 months ("**Initial Term**") specified in the **Service Provision Agreement** ("**Agreement**"). Thereafter, the **Cisco WebEx Service** shall automatically renew consecutive renewal periods ("**Renewal Term**") and **Subscriber** shall be liable for the full term charge.
- (b) **Subscriber** may terminate the **Cisco WebEx Service** by giving the Company no less than 60 days' notice in writing prior to the end of the **Initial Term** or applicable **Renewal Term**. The termination shall only take effect at the end of **Initial Term** or applicable **Renewal Term**.

3. BILLING TERMS

- (a) Recurring monthly charges for **Cisco WebEx Services** (including **Microsites**) shall be billed in equal monthly instalments in advance.
- (b) **Subscriber** is liable for the full term charge for the **Cisco WebEx Services** (including **Microsites**) regardless of **Agreement** expiration or termination date.

4. NAMED HOST LICENSES

- (a) Each meeting must be hosted by a **Named Host** and the number of meeting participants should not exceed the maximum number of participants for the **Subscriber**'s subscription level as specified in the **Agreement**.
- (b) The **Maximum Meeting Participants** is the maximum number of participants permitted under the subscription for each meeting hosted, irrespective of the number of **Named Hosts** attending the meeting.
- (c) Where the number of participants for a meeting created and/or hosted by a **Named Host** exceeds the applicable subscription level, the **Subscriber** shall be liable to pay overage at the rate specified in the **Agreement** or, where a rate is not specified in the **Agreement**, the standard overage rate.



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- (d) **Named Host** accounts are individualised and may not be shared or used by anyone other than the one individual to whom the **Named Host** account is assigned. Separate **Named Host** licenses must be purchased for each user. The identification of **Named Hosts** must be unique to an individual and may not be of a generic nature.
- (e) The **Subscriber** may identify those users assigned to **Named Host** accounts on the "**Manage Hosts**" list ("**List**"). **Subscriber** is responsible for ensuring that the **List** is at all times complete and up to date.
- (f) Only one user/employee may be assigned to a **Named Host** license.
- (g) **Named Host** licenses shall not be shared between multiple users and separate **Named Host** licenses must be purchased for each user.
- (h) A **Named Host** account may not be transferred to another user except upon either:
 - (i) termination of the user's employment or other relationship with **Subscriber**, or
 - (ii) the Company's prior written approval.
- (i) Where a user/employee ceases to be associated with the **Subscriber**, **Subscriber** shall immediately deactivate the **Named Host** account to prevent unauthorised use.
- (j) **Subscriber** is at all times responsible for monitoring and maintaining the use of the **Named Host** licenses and for ensuring that the **Cisco WebEx Service** is used in accordance with these **Additional Terms** as well as the terms and conditions of the **Agreement**. **Subscriber** shall indemnify the Company for any loss incurred or damage suffered as a result of the use and/or misuse of a **Named Host** license.
- (k) Recording of meeting sessions is included with the service with storage capacity up to 1 gigabyte. Additional charges shall apply for additional storage above 1 gigabyte, which shall be invoiced monthly in arrears.
- (l) Additional customisation will incur additional charges and will be quoted separately.

5. CONCURRENT SEAT

- (a) One seat equals one attendee (whether host, participant or presenter).
- (b) Each **Concurrent Seat** has unlimited monthly use for a standard fee. At any given time, if the total number of attendees exceeds the total number of concurrent seats stated in the **Agreement**, overage will be charged in 15 minute increments based on the number of excess attendees multiplied by the total time spent in the meeting.
- (c) Set-up fees include the subscriber's own branded site, hosting, support and training.
- (d) Recording of meeting sessions is included with the service with storage capacity up to 1 gigabyte. Additional charges shall apply for additional storage above 1 gigabyte, which shall be invoiced monthly in arrears.
- (e) Additional customisation will incur additional charges and will be quoted separately.

6. COMMITTED MINUTES

- (a) Set-up fees include the subscriber's own branded site, hosting, support and training.
- (b) Recording of meeting sessions is included with the service with storage capacity up to 1 gigabyte. Additional charges shall apply for additional storage above 1 gigabyte, which shall be invoiced monthly in arrears.
- (c) Additional customisation will incur additional charges and will be quoted separately.
- (d) Where the **Cisco WebEx Service** is supplied on a **Committed Minutes** basis, **Subscriber** is liable to pay for the greater of:
 - (i) the **Committed Minutes**; or
 - (ii) in the event the **Subscriber**'s usage exceeds the **Committed Minutes**, total number of minutes recorded by the Company, regardless of **Agreement** expiration or termination date.



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- (e) **Committed Minutes** shall be calculated on a monthly basis or such other period as specified in the **Agreement**.
- (f) Any unused portion of the **Committed Minutes** for any given month shall be forfeited with no credit or refund to **Subscriber**.
- (g) In the event that **Subscriber**'s usage exceeds the **Committed Minutes**, **Subscriber** shall be charged for the **Overage** at the same rate as the **Committed Minutes**.
- (h) The number of **Committed Minutes** may be increased at any time during the term of the **Agreement** by mutual agreement of the **Subscriber** and the Company.
- (i) Fees payable by the **Subscriber** for overage amounts shall be invoiced monthly, in arrears, on the basis of minutes of use.

7. INTELLECTUAL PROPERTY RIGHTS

- (a) The Company and/or its suppliers will own all rights, title and interest, including all related **Intellectual Property Rights**, to any suggestions, ideas, feedback, improvements, recommendations or other information created, conceived, or reduced to practice, by or on behalf of **Subscriber**, any viewer or any subscriber to a **Cisco WebEx Services**.
- (b) Notwithstanding the preceding paragraph, nothing in these **Cisco WebEx Terms** creates or transfers any right or interest in any **Intellectual Property Rights** held by the **Subscriber**, the Company or its suppliers.

8. WARRANTY DISCLAIMERS; LIABILITY LIMITATIONS

Notwithstanding any other provision herein or in any other agreement between the **Parties**:

- (a) the **Cisco WebEx Services** are provided on an "as is" and "as available" basis and any and all representations, warranties or covenants, either express or implied, including but not limited to, implied warranties of merchantability or fitness for a particular purpose are hereby expressly disclaimed to the maximum extent permitted by law;
- (b) no service levels shall apply to the provision of **Cisco WebEx Services** except where otherwise agreed in writing by the Company;
- (c) neither the Company, nor its suppliers, shall be liable for any indirect, incidental, special, consequential or punitive damages or damages arising from lost data, interrupted communications, lost revenue, lost profits, lost technology, loss of rights or costs of procuring substitute services or any other substitution or solution, however arising, even if the Company and/or its suppliers have been advised of the possibility of such damages;
- (d) in no case shall the aggregate of the Company and all of its supplier's total liability arising out of or relating to or in any way connected with the provision or non-provision of **Cisco WebEx Services**, whether in contract, tort or otherwise, exceed the amount of fees actually paid to the Company by **Subscriber** for the one (1) month prior to the claim first being raised by the **Subscriber**; and
- (e) the Company shall only and solely be responsible to indemnify the **Subscriber** relating to the **Cisco WebEx Services** to the same extent and subject to the same terms as the Company is indemnified by its suppliers for **Cisco WebEx Services**.

9. MEETING CENTRE ACTIVE HOST DESCRIPTION AND TERMS

9.1 Employees

Prior to the commencement of the supply of the **Cisco WebEx Service**, and no less than 30 days prior to the anniversary of the **Start Date** of the **Cisco WebEx Service**, **Subscriber** shall provide to the Company a written statement:

- (a) stating the total number of **Employees**; and
- (b) which is signed by an authorised officer of the **Subscriber**.



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9.2 Active Host Average

Prior to conclusion of the then-current initial or renewal term, the Company will calculate the number of Active Hosts averaged over the immediately preceding three (3) month period (for example, months 9, 10 and 11) to determine the “Active Host Average.”

9.3 Calculation of Subscription Quantity for the Initial Term

- (a) **New Subscriber:** Where the **Customer** is not a current subscriber of the Company, the “Subscription Quantity” is greater of:
 - (i) 15% of the total number of **Employees**,
 - (ii) 100 **Active Host** accounts.
- (b) **Existing Subscriber:** Where the **Customer** is an existing subscriber of the Company, the “Subscription Quantity” is the greater of:
 - (i) 15% of the total number of **Employees**,
 - (ii) 100 **Active Host** accounts; or
 - (iii) the **Active Host Average** calculated from all existing subscription(s) as specified in paragraph 9.2.

9.4 Calculation of the Subscription Quantity for all Renewal Terms.

Prior to conclusion of the then-current Term, the Company will calculate the **Subscription Quantity** as set forth above. **Subscriber** understands and agrees that any change in the **Subscription Quantity** will occur immediately upon calculation and without prior notice. The Company will advise **Subscriber** of the changes (if any) upon invoicing in the subsequent billing period.

9.5 Calculation of Usage Charges

- (a) The **Monthly Charges** payable by the **Subscriber** each month shall be calculated in accordance with the following formula:
$$\text{Monthly Charge} = \text{Subscription Quantity} \times \text{Monthly Fee per Active Host.}$$
- (b) The **Monthly Charge** is re-set at the beginning of each **Renewal Term**, and after an **Extraordinary Event**.

9.6 Extraordinary Event

- (a) If there is an extraordinary event during the **Initial** or any **Renewal Term**, such as a merger, acquisition, divestiture or significant layoff that changes the number of **Employees** by more than twenty percent (20%) (“**Extraordinary Event**”), **Subscriber** shall report such change to the Company within thirty (30) days of such event and the **Subscription Quantity** will be reset based on the number of **Employees** employed by the **Subscriber** after the **Extraordinary Event**.
- (b) The **Monthly Charge** shall be calculated in accordance with the formula set out in paragraph 9.5.

10. AUDIT

- (a) The Company shall have the right, upon giving the **Subscriber** reasonable notice in writing, to audit the **Subscriber**’s records (including but not limited to the **List**) during normal business hours to ensure **Subscriber**’s compliance with the above requirements.
- (b) The Company will pay the reasonable cost of the audit unless it is found that the **Subscriber** is misusing the **Cisco WebEx Service** including where the **Subscriber**:
 - (i) exceeded the number of allowable **Meeting** participants,
 - (ii) shared a **Named Host** account among multiple **Employees**,
 - (iii) having a host hold multiple meetings at the same time in excess of the maximum number of participants;
 - (iv) providing a **Named Host** account to a non-**Employee**, or
 - (v) misrepresented the total number of **Employees**.



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11. DEFINITIONS

In addition to the terms and conditions set out in the **Agreement**, in these **Additional Terms**, these words shall have the following meanings:

- (a) “**Active Host**” is a **Named Host** who hosts one (1) or more meetings per month using **Cisco WebEx Services**.
- (b) “**Committed Minutes**” means the minimum number of minutes that a **Subscriber** agrees to use for the period specified in the **Agreement**;
- (c) “**Concurrent Seat**” means a license to invite and have a single individual join a meeting;
- (d) “**Employees**” are full and part-time employees of **Subscriber**, including all of **Subscriber**’s subsidiaries and affiliates (but not including employees of **Subscriber**’s parent company, if any).
- (e) “**Maximum Meeting Participants**” means the largest number of individuals that may attend a **Cisco WebEx** meeting (includes host, participant or presenter).
- (f) “**Microsite**” means a customer dedicated website where they may manage **Cisco WebEx Services** and host meetings;
- (g) “**Named Host**” means a user account which is allocated to a particular named user and may not be shared with other users;
- (h) “**Overage**” means any usage above and beyond the agreed upon levels;
- (i) “**Subscription Quantity**” means the number of users included in the subscription.