

TERMS OF SERVICE

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

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

1. DEFINITIONS

In these conditions: –

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

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

"Data Protection Agreement", "DPA" means the contract which governs the Processing on Your behalf of Personal Data in the provision of the Services available at <https://uk.pgi.com/privacy-policy/#addendum> that are incorporated by reference into this Agreement.

“Data Protection Legislation” means the General Data Protection Regulation (EU) 2016/679 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, Directive 2002/58/EC concerning the processing of personal data and the protection of privacy in the electronic communications sector (Directive on privacy and electronic communications), any national laws or regulations implementing the foregoing, and any amendments to or replacements for such laws and regulations. **“Processing”**, **“Personal Data”**, **“Data Controller”**, and **“Data Processor”** shall have the meanings contained within the Data Protection Legislation.

“Disclosing Party” shall mean the Party disclosing the Confidential Information to the other Party, whether by itself, its officers, employees, agents or representatives.

“EU Standard Contractual Clauses” means the Commission Decision of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries.

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

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

“Minimum Commitment” shall mean any minimum commitment 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 (Ireland) Limited of West Cork Technology Park, Clonakilty, Co. Cork, Republic of Ireland, a company incorporated under the laws of Ireland with company registration number 350634 and VAT ID number IE6370634N

“Receiving Party” shall mean the Party receiving the Confidential Information from the other Party whether by itself, its officers, employees, agents or representatives.

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

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

“Site(s)” any and all web sites offered by PGi to provide the Services.

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

“Subscription Plan” means a fixed term plan which relates to the Licensed Services as specified in the PGi Service Agreement

“Term” means collectively the Initial Term and any Renewal 30

(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. **USE OF THE SERVICES**

2.1 PGI will provide or procure the provision of the Services and Related Services to You in accordance with this Agreement.

2.2 To gain access to and use the Services You may be required to create a log-in ID that will enable You to get Services’ access numbers, keys, web conferencing URL and passcodes (“ID”). You are responsible for keeping Your ID safe and secure. Each subscription to the Services is for a single organisation only. You may choose to authorise Your employees to use Your ID but must ensure that Your employees also comply with the terms of this Agreement and, in particular, You must ensure that access to ID is immediately terminated in the event of the early termination or at expiration of this Agreement.

2.3 If PGI has reasonable grounds to believe that Your ID is being used in any way which is in breach of this Agreement or in any way which is illegal or fraudulent (including without limitation any use in contravention with this clause or clause 4), PGI reserves the right to immediately suspend Your access to the Services and to block access to Your ID until the issue has been resolved to the satisfaction of PGI and/or terminate this Agreement in accordance with the terms hereof. Please note the terms of clause 4.4 below which deals with payment by You for unauthorised and/or fraudulent use of the Services.

2.4 The Services may be used for Your business purposes only. You will not market, resell or reproduce the Services for any purposes and in conjunction with Your lawful use of the Services. You also agree to not offer or use the Services as a service bureau by which the Services can be accessed by third parties or by which information produced pursuant to the Service is sold or given to third parties via pay per call or any other such arrangements whatsoever.

2.5 You acknowledge that in order to protect Your account from unauthorised usage PGI will automatically set certain security features on the account which shall include (i) music whilst on-hold, (ii) random passcode selection, and (iii) post-conference usage reports. PGI will invoice you for all usage on the account and will not take responsibility for any cost incurred by you for fraudulent activity where You have selected to disable these security features.

2.6 No Emergency Calls

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

3. **LICENSE AND COPYRIGHT**

3.1 Without prejudice to the generality of clause 2.2, from and including the Effective Date under the PGI Service Agreement, and subject to the payment of any fees due

(and any other terms of this Agreement), PGI grants You a non-exclusive, non-transferable, non-sub-licensable revocable right to use the Services for the Term. You shall not reverse engineer, modify, decompile, disassemble, translate or otherwise attempt to derive source code from any part of the Services or (for the benefit of any doubt) any associated software.

3.2 You shall not remove, alter or obscure in any way any proprietary rights notices or marks e.g. copyright notices). Except as required for use of the Services, You have no right or license to use any of the trademarks or trade names owned by, licensed to or associated with PGI and its suppliers (the "PGI Marks"). However, and notwithstanding, even in the event of such prior approval, You agree to immediately cease and desist using the PGI Marks upon notice from PGI or upon termination of this Agreement.

3.3 Submissions. As between PGI and You, PGI alone will own all rights, title and interest, including all related intellectual property, to any suggestions, ideas, feedback, improvements, recommendations or other information created, conceived, or reduced to practice, by You or on Your behalf.

3.4 PGI warrants that it is entitled to grant the rights as referred to under clause 3.1 above to You.

4. **RESPONSIBILITY FOR CONTENT AND USE**

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

4.2 You shall not knowingly, wilfully or recklessly: (1) use the Services through internet in connection with chain letters, junk mail, surveys, contests, pyramid schemes, spamming or any duplicative or unsolicited messages, or any use of distribution lists to any person who has not given specific permission to be included in such a process (commercial or otherwise); (2) harvest or otherwise collect information about others, including e-mail addresses, without their consent; (3) use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity that is not a user of the Services any directory of other users or usage information or any portion thereof other

than in the context of Your use of the Services; (4) knowingly interfere with or disrupt networks connected to the Services or violate the regulations, policies or procedures of such networks; (5) attempt to gain unauthorised access to the Services, other accounts, computer systems or networks connected to the Services, through password mining or any other means; or (6) use the Services for illegal purposes (including without limitation, gambling or betting). PGI or its suppliers may, at their discretion and upon reasonable belief, take any reasonable action they deem necessary, if Your conduct fails to conform with this Agreement or which may create liability for PGI.

4.3 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.

4.4 You agree that You will be responsible for and be liable for the payment of all usage on Your account which expressly includes any unauthorized or fraudulent access of the Services.

4.5 Links

The Services may include links to other web sites ("Linked Sites"). You acknowledge and agree that such links are provided for convenience only and do not reflect any endorsement by PGI with respect to the providers of the Linked Sites or the quality, reliability or any other characteristic or feature of the Linked Sites. PGI is not responsible in any manner for any matter associated with the Linked Sites, including without limitation, the content provided on or through the Linked Sites or Your reliance thereon. PGI MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY LINKED SITES. CUSTOMER'S USE OF ANY LINKED SITES IS SUBJECT TO THE TERMS AND CONDITIONS APPLICABLE TO THAT SITE AND SOLELY AT YOUR OWN RISK.

4.6 Compliance

4.6.1. You represent and warrant that neither You nor any of your officers, directors, employees, agents or other representatives has performed or will perform any of the following acts in connection with this Agreement or any related agreement, any compensation paid or to be paid hereunder, or any other transactions involving the business interests of PGI: directly or indirectly, through itself, themselves, a party with an interest, or an intermediary, offer, pay, promise or authorize to offer, pay, or promise any money, gift, or anything of value, to any person or entity, whether private or governmental, for the purpose of obtaining or retaining business, securing any improper advantage, or inducing or rewarding any favourable action.

4.6.2. You represent that neither You nor your employees, officers, directors, affiliates, agents, contractors, or representatives are employed by a foreign government, government agency, state-owned entity, public international organization, political party, political party official, or candidate for political office.

4.7 You acknowledge and agree that You shall indemnify, defend and hold PGI, its offices, directors, employees, affiliates and its suppliers harmless from any claims, losses, damages, penalties or costs (including without limitation reasonable attorney's or expert witness fees) arising out of Your (or any individual or entity accessing the Services through Your account) (i) use of the Services in violation of this Agreement; (ii) violation or alleged violation of any applicable laws or regulations with respect to the Services; or (iii) infringement of any intellectual property rights of any third party.

5. INTERNATIONAL SALE OF GOODS, EXPORT AND IMPORT CONTROL LAWS AND REGULATIONS

You shall comply with and agree that You are responsible to ensure the Services are used by You in accordance with all applicable laws relating to use of Services under this Agreement (including without limitation any laws relating to the use of VoIP-based services). Without limiting the foregoing, PGI has notified You that the use of the Services is subject to U.S. and other applicable export control laws. You represent that You are not prohibited end user under U.S. and other applicable export and anti-terrorism laws. The application of the United Nations Convention on the International Sale of Goods is hereby expressly excluded.

6. AGREEMENT CONCLUSION AND TERMINATION

6.1 This Agreement shall take effect and may be renewed as set forth under the PGI Service Agreement.

6.2 Termination for convenience. Either party may terminate this Agreement for convenience at the end of the Term as described under the PGI Service Agreement.

6.3 You understand and accept that unless notice of termination is provided to PGI that the Services shall continue to be provided and You shall continue to be responsible for payment of the fees due.

6.4 In the case whereby a specific term or a Renewal Term has not been agreed or an Initial or Renewal Term have expired and the renewal thereof is under negotiation, Your continued use of services beyond such Initial or Renewal Term will be on interim basis and based on these Terms and Conditions. In this case, You shall give sixty (60) days' notice to PGI in writing to discontinue the Services. Your accounts will be terminated at the end of the month following receipt of that written notice.

6.5 Termination for cause. On or at any time after the occurrence of any of the events outlined below, either Party may terminate this Agreement (the "Terminating Party") with immediate effect and by way of written notice to the other Party (the "Defaulting Party"). The events are:

1. The Defaulting Party is in breach of an obligation under this Agreement and in the event of breach capable of remedy fails to remedy the same within 14 days after receipt of a written notice by the Terminating Party giving full particulars of the breach and requiring it to remedy that breach, notwithstanding in the case of payment default by the due date, PGI may in its sole discretion decide to suspend the supply of Services and/or deactivate Your account;

2. The Defaulting Party passes a resolution for voluntary winding up or a court of competent jurisdiction making an order for the compulsory winding up or dissolution of the Defaulting Party;
3. The Defaulting Party is unable to pay its debts as they fall due or makes an arrangement or composition with its creditors generally or making an application to a court of competent jurisdiction for protection from its creditors generally;
4. At the sole discretion of PGI (acting reasonably), Your illegal, fraudulent or improper use of the Services or if deemed necessary by PGI (acting reasonably), to prevent interruption or disruption to the PGI network, its business or other customers or suppliers.

6.6 In the event of termination of the Agreement before its expiry and which is not due to a breach by PGI, or if PGI terminates due to Your breach, You remain responsible for the shortfall resulting from Your failure to meet, if applicable, any Minimum Commitment or Subscription Charges for the Term, which amount shall equal the difference between the Minimum Commitment or Subscription Charges multiplied, as applicable by the number of months, quarters or years in the Term left unexpired less any payments for actual usage made by You during the Term.

6.7 Effect of termination. Upon termination of this Agreement pursuant to this Clause 6 any indebtedness owed to PGI becomes immediately due and payable and PGI is relieved of any further obligation to provide the Services to You pursuant to this Agreement.

6.8 Clauses or other provisions expressed or implied to survive expiry or termination shall survive expiry or termination.

7. CHARGES, PAYMENT AND FINANCE

7.1 All orders made pursuant to these Terms and Conditions are subject to credit verification and acceptance by PGI and PGI will not be bound to supply the Services unless and until PGI accepts the positive result of such credit verification.

7.2 Charges for the provision of the Services shall be invoiced at the end of each calendar month. The payment of invoices is due within thirty (30) days from the date of the invoice, without any deductions by way of set-off, counterclaim or otherwise and time for payment shall be of the essence. For payments by Customers in Germany and United Kingdom, which amount on average to £380/€450 (excl. VAT) per month or below payment by direct debit is required.

7.3 Interest is payable on all overdue accounts at the maximum rate legally applicable under the Late Payment in Commercial Transactions Regulations 2012. PGI reserves the right to recover from You any direct cost of effecting collection of any amounts due as well as any related costs or expenses such as solicitor and/or collection agency fees.

7.4 You must notify PGI of any charge disputed in good faith, and with supporting documentation before the due date of the relevant invoice, or You will be deemed to agree that such charges are validly due and payable in full. You remain responsible to pay all undisputed charges by the due date.

7.5 All rates are exclusive of value added tax and this will be charged by PGI where appropriate.

7.6 Standard basis charges. Where it is specified in this Agreement that the usage charges payable by You are to be determined on a usage basis, then You must pay all costs incurred in relation to the Services as set out in this Agreement.

7.7 Minimum commitment. Without prejudice to clause 6.6, in the event You have agreed to a Minimum Commitment and You do not meet it in any given month, quarter or year (as applicable) You shall pay the shortfall equal to the difference between the Minimum Commitment less any actual usage made by You during that particular period

7.8 Subscription Plan. Without prejudice to clause 6.6, 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 PGI 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.

7.9 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.

7.10 PGI reserves the right, to change and adjust charges and/or fees at any time for access to or use of Services. Accordingly, it is Your responsibility to consult the PGI price list and instructions prior to and during the usage of the Services. New charges and/or fees shall become applicable upon being communicated directly or indirectly to You by PGI.

7.11 International sales. You acknowledge and agree that Services to affiliates that are provisioned or deployed outside the European Union may be subject to additional terms and conditions to reflect localized billing and taxation requirements and distinctions between foreign and European Union laws, rules and regulations in connection with the Services ("Localized Terms") provided You accept such terms in writing. Without limiting the foregoing and for the avoidance of doubt, localized billing is not authorized and will not be permitted under this Agreement unless and until duly-authorized representatives execute a mutually-agreeable Affiliate Agreement or a written amendment to this Agreement and then solely to the extent as set forth in such Affiliate Agreement or amendment.

8. SERVICE LEVEL AGREEMENT

8.1 PGI will maintain a 99.9% platform availability for conference bridging (“committed service availability”). “Availability” or “available” is defined as the time that a service is operational and available for use by You. Calculation: Platform availability is calculated monthly per service as a percentage by dividing the number of hours the platform is available during the applicable month by the total number of hours in the applicable month, excluding in all cases Service outage time. Bridging Platform outage time is based on the total (scheduled and unscheduled) hourly outage time across a service. Platform outage time is measured from the time a PGI trouble ticket is opened to the time availability is restored to the customer. An outage condition exists when the customer does not have availability to a service. Scheduled outages include those outages planned by PGI as preventative or to accomplish platform growth or upgrades.

8.2 Exclusions. Outages resulting from the following items shall be excluded from the calculation of service outage time: (a) Scheduled maintenance; (b) Force Majeure Events (c) Customer negligence or wilful misconduct or the negligence or wilful misconduct of others authorized by the customer to use the services; (d) Any incompatibility or failure of the Customer’s own equipment; (e) Any other occurrence for which liability has been disclaimed under this Agreement; (f) The act of the Customer.

8.3 Performance quality. PGI will provide conference calling services at a 99% success rate. “Success” is defined as no material degradation in a conference call. Such success rate is measured by the number of trouble tickets raised against the number of conference calls that have taken place.

8.4 Customer support. Customer Support is available 24 x 7, 365 days per year.

8.5 Remedy. In the event that PGI breaches the Committed Service Availability for three consecutive months or for any four months in any six-month period, then Customer may terminate this Agreement without further obligation as to its Minimum Commitment.

9. **DISCLAIMERS AND LIMITATION OF LIABILITY**

9.1 PGI shall provide the Services with reasonable care and skill and PGI disclaims as far as the law allows any and all other terms, conditions and warranties relating to the Services, whether express or implied, including but not limited to implied warranties of merchantability or fitness for a particular purpose and non-infringement of third party rights. Services provided under this Agreement are provided on an “as is” and “as available” basis, and PGI shall not have any liability to any party, including but not limited to You, for the content of information transmitted by You through the use of the Services or any loss, delay, interruption or inaccuracy of such communications.

9.2 The entire liability of PGI under or in connection with the supply of the Services, whether for negligence, breach of contract, misrepresentation or otherwise is limited to an amount equivalent to the fees (if any) paid to PGI by You for the Services performed during the twelve (12) month period immediately prior to the date of the event, act or omission giving rise to the liability.

9.3 Neither Party is liable to the other, based on any theory of liability including negligence, breach of contract, misrepresentation, breach of warranty or otherwise, for (a) indirect, special, punitive or consequential damage suffered by the other, including, without limitation, loss of profit, goodwill, lost business opportunity or anticipated savings; (b) damages arising from lost data, lost technology, loss of rights or costs of procuring substitute services or any other substitution or solution; and whether occasioned by the Parties or their respective employees or agents.

9.4 Neither Party shall be liable for any failure to perform, or delay in performance of, its obligations under this Agreement caused by Force Majeure Events.

10. CONFIDENTIALITY

10.1 The Receiving Party shall use its reasonable endeavours to keep secret all Confidential Information disclosed to it by the Disclosing Party.

10.2 The Receiving Party shall not disclose any Confidential Information disclosed to it by the Disclosing Party, whether orally or in writing, to any third party without the Disclosing Party's prior written consent.

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

11. DATA PROTECTION

11.1 You acknowledge that where PGI carries out activities on Your instructions using Personal Data, that You are the Data Controller and PGI is the Data Processor in respect of the Personal Data provided.

11.2 Both You and PGI shall comply with the terms of the DPA in relation to PGI's Processing of Personal Data as a Data Processor. For purposes of the EU Standard Contractual Clauses attached to the DPA, Customer and its Affiliates shall be deemed data exporter and Customer's signature of this Agreement shall be treated as its acknowledgment and acceptance to enter into those.

11.3 As between You and PGI all Personal Data shall remain Your property.

11.4 You acknowledge that PGI's Services may allow You to record meetings and to collect and utilise identifying information about Your participants. If You or Your users use the Services for direct marketing purposes or collect Personal Data through use of Services, You shall do so under Your responsibility and in compliance with laws. You hereby agree to indemnify, defend and hold PGI harmless from any and all claims, losses, damages, penalties and costs (including without limitation, reasonable

attorney's fees) arising out of Your or Your users violation of applicable legislation including obtaining all necessary consents and providing appropriate notice.

GENERAL

12.1 Waiver. The failure by either Party to exercise, or delay by either Party in exercising, a right or remedy provided by any Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

12.2 Assignment. You may not assign or transfer or purport to assign or transfer any of Your rights or obligations under this Agreement without first having obtained PGI's prior written consent.

12.3 Third party rights. Each party enters into this Agreement solely for its own benefit and purpose. Except for PGI's suppliers and/or affiliates as expressly provided herein, this Agreement in no way confers any rights upon, or imposes obligations on either of the parties toward, any third party, including but not limited to any recipient of content transmitted through the Services. The Agreement shall be binding upon and inure to the benefit of the Parties' successors, legal representatives and authorised assigns.

12.4 Subcontracting. PGI may perform any or all of its obligations under this Agreement through agents or sub-contractors.

12.5 Notices. All notices, requests, claims, demands and other communications required or permitted hereunder ("Notices") shall be in writing and shall be given (i) by delivery in person, (ii) by registered mail, or (iii) by electronic email, to the address of the other Party specified in the PGI Service Agreement or such other address as the Parties may specify in writing. If Customer has also a designated PGI Sales Representative, Customer must also provide written copy of any termination notice to such Sales Representative; provided such copy shall not relieve Customer of its obligations to follow any other noticing requirements as set forth in this Agreement. Customer hereby grants PGI consent to contact individual account holders to communicate information regarding PGI's services, including without limitation, upgrades, enhancements, end-of-life, modifications and/or other feature changes.

12.6 Severability. If any provision of this Agreement is prohibited or held to be or becomes invalid, void or unenforceable in any jurisdiction, such provision or part will, as to that jurisdiction, be: (a) deemed amended to be valid and enforceable, or (b) if it cannot be so amended without materially altering the intention of the Parties, ineffective to the extent of such prohibition, invalidity or unenforceability and be deleted without invalidating the remaining provisions or parts of the Agreement and without the validity or enforceability of that provision in any other jurisdiction.

12.7 Amendment. PGI may in its sole discretion amend these terms 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.

12.8 Entire Agreement. This Agreement, including the Appendices and Schedule hereto, sets out a full statement of the contractual rights and liabilities of the Parties and constitutes the entire agreement between them in connection with the subject matter hereof. All prior agreements, communications and representations – whether verbal or written – with respect to the Services are hereby superseded. No employee of either Party is authorized to make any representation or warranty not contained in this Agreement, and the Parties each acknowledge that they have not relied on any oral or written representation, or on any prior custom or usage.

12.9 Governing law and jurisdiction. This Agreement shall be interpreted and governed by the laws of the Republic of Ireland, and the parties agree to submit to the exclusive jurisdiction of the Republic of Ireland to resolve any disputes arising hereunder.

13. 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 and Conditions, the Additional Terms of Service, as may be applicable, will prevail.

13.1 GlobalMeet Services

GlobalMeet® is part of the PGI Meeting Solutions. PGI offers GlobalMeet Services with audio conferencing functionality (“GlobalMeet Audio”) and a web conferencing collaboration solution (“GlobalMeet Web”). GlobalMeet Audio and GlobalMeet Web will be charged on a usage and on a per minute basis.

13.2 GlobalMeet Webinar and GlobalMeet Webcast Services

PGI (or any Affiliate of PGI) hereby undertakes to produce webinar and webcasting events utilizing the GlobalMeet Webinar and GlobalMeet Webcast software application platforms (the “Platforms”) and various services and tools (the “GlobalMeet Webinar Services” and “GlobalMeet Webcast Services”) that PGI offers Customer for use (a “GlobalMeet Webinar Event” and “GlobalMeet Webcast Event”).

License/Platform. PGI hereby grants to Customer the non-exclusive, non-transferable, non-sublicensable, revocable right to access and use the Platforms, solely to the extent required to use the GlobalMeet Webinar Services and GlobalMeet

Webcast Services and produce a GlobalMeet Webinar Event and GlobalMeet Webcast Event. Customer shall not allow someone other than Customer or PGI to manage a GlobalMeet Webinar or GlobalMeet Webcast Event.

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

13.3 Licensed Services (as defined under the Terms and Conditions)

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.

Increasing Named Users. For so long as PGI supports such selections, you may increase your number of Named Users, at any time, by submitting your selections on your account page ("Account Page"). All selections for increases in Named Users by you will become an integral part of this Agreement, increase your Total Subscription Fee and be subject to automatic renewal. For the avoidance of doubt, all selections and resulting Named Users shall be subject to PGI's terms and conditions, including without limitation, these Terms of Service for use of the Licensed Services, you are fully responsible and liable for any and all selections made on Account Page, submission of selections to PGI using Account Page will be deemed your signature and authorization for such orders, and PGI has no obligation to investigate or confirm whether the party submitting an order via Account Page has authority to bind you.

Payment Terms

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

13.3.1 GlobalMeet® Licensed Services

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

1. Audio conferencing and web conferencing license; 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.

13.3.2 GlobalMeet Webinar and GlobalMeet Webcast Licensed Services

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

13.3.3 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 be 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).

13.4 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 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.

14. BILLING FOOTNOTES, SERVICES AND FEES

14.1 Freephone pricing indicated designates freephone access from landline unless otherwise specified. Please note that additional charges may be incurred should freephone numbers be dialed via mobile phone and/or payphone.

14.2 Pricing for moderator dial out is specific to dial out to landline unless otherwise specified. Additional charges may be incurred for dial out to mobile phones.

14.3 For all Operator Assisted calls when using the "Click-To-Join" feature, dialing out to a mobile device will incur a surcharge of \$0.10/€0.09/£0.08/CHF0.10/DKK0.64/SEK0.89/NOK0.81 over the Local Dial-In and Dial-Out to Landline rates. Dial-out to United States or Canada will not incur this surcharge.

14.4 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 UK local access rate. This does not affect operator assisted calls and Licensed Services.

14.5 Where no rates have been agreed, PGI standard list rates will apply. Standard list rates can be obtained from Your account manager. This does not apply to GlobalMeet Collaboration Enterprise licenses.

14.6 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 XE.Com on the Effective Date for the Term of this Agreement.

14.7 PGI invoices the cost of the call on a per participant basis and rounds the price of the call to the nearest whole cent.

14.8 Call set-up and disconnect charges apply to all inbound and outbound legs of all calls

14.9 PGI applies a per minute surcharge to each Minute using US freephone access originating from Alaska, Hawaii or any US Territory, the Caribbean or Canada.

14.10 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: € 21.00 /£ 19.00 / \$26.00 (these fees are subject to change).

14.11 Customers will be charged a minimum charge for the per minute portion applying to Operator Greeted Entry, €450/£325/\$500 & Passcode Greeted Entry and Greeted Entry Connection services, €300/£250/\$400 (these fees are subject to change).

14.12 PGi applies a 10.9% Service Fee on all pre-tax charges. Additionally, PGi applies a 4.95% Telecommunications Surcharge on audio conferencing services. The Telecommunications Surcharge does not apply to Licensed Services.

14.13 A Conference Call Minimum charge will be applied per conference call held. The charge is €3.75, £3, \$5, SEK32, DKK29, NOK30 and CHF5. This does not apply to Licensed Services.

14.14 Custom Prompts – where You have ordered Custom Prompts, subsequent to the initial one year term, there is an Annual Maintenance Fee of €1,000/£850/\$1,300.

14.15 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.

These Terms and Conditions were last revised in February 2020 and are subject to periodic revisions and updates.