

## **PGi Customer Agreement**

Customer acknowledges that PGi has no control over the content of information transmitted by Customer through the Services (whether visual, written or audible) and that PGi does not examine the use to which Customer puts the Services or the nature of the information Customer or Customer's users send or receive. Customer shall comply with all applicable foreign, federal, state/provincial and local laws relating to its use of the Services under this Agreement (including without limitation, export and control laws and regulations). Customer agrees not to transmit content through use of the Services that infringes any third party's intellectual property rights or that 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.

Customer is responsible: (i) for any and all activities that may occur under Customer's account and (ii) to maintain the confidentiality and security of its Services' access numbers, keys and passcodes. Customer agrees to notify PGi immediately if there has been an unauthorized use of any access numbers, keys and passcodes or any other breach of security and Customer shall be liable for fraudulent charges until such time as Customer has notified PGi to suspend any compromised access numbers, keys and/or passcodes.

Customer acknowledges that PGi may from time to time monitor bridge activity relating to the Services for quality assurance and fraud detection. Further, and notwithstanding confidentiality provisions herein, PGi may disclose information about Customer's use of Services to satisfy any law, regulation, government agency request, court order, subpoena or other legal process. Customer 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 Customer's (or any person or entity accessing the Services through Customer or Customer's 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 agreement shall survive any termination or suspension of the Services contemplated herein, the expiration or termination of this Agreement, and shall also survive final payment.

ALL SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND PGi DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT REGARDING THE SERVICES. IN NO EVENT SHALL PGi, OR ITS SUPPLIERS, BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT OR OTHER MONETARY LOSS) EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. PGi'S TOTAL LIABILITY FOR DAMAGES ARISING OUT OF OR RELATING TO THE SERVICES OR THIS AGREEMENT, WHETHER TO CUSTOMER OR ANY OTHER PARTY AND REGARDLESS OF THE FORM OF ACTION, IS LIMITED TO AN AMOUNT EQUIVALENT TO THE CHARGES (CALCULATED ON A PRO-RATED BASIS FOR ADVANCED PAYMENTS OF ALL CHARGES) BY PGi TO CUSTOMER 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.

## **Additional Terms and Conditions**

1. Without limiting any other applicable fees and charges, in the case of iMeet and GlobalMeet bundled web/audio plans, Buyer will be charged overage fees for minutes used and exceeding minimums available to Buyer pursuant to specific service plans in this agreement. Certain plans do not include continental US toll-free access, in which case use of continental US toll-free access will be separately charged for such minutes used at the rate shown on the price sheet.
2. Pooling of audio minutes from multiple Named Users is not permitted for GlobalMeet and iMeet bundled plans.
3. International rates and surcharges apply on a per minute basis for all calls originating outside the non-contiguous United States and/or international dial-out. They are shown on the price list.
4. Call set-up and disconnect charges also apply to all inbound and outbound legs of all calls. Tactical Digital rounds completed calls to the next full minute on a per participant basis and rounds the price of the call to the nearest whole cent.
5. Services that are not listed herein, or that may become available after the execution of this contract, are subject to Tactical Digital's Standard Charges, which are available upon request from Buyer's Tactical Digital Sales Representative or Contracts Administrator.
6. With respect to all Audio Conferencing Services, a \$0.30 per minute surcharge will apply for any international Dial Out call legs connecting with mobile phones or devices.
7. Tactical Digital 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. Government revenue is not exempt from USF. To recover the cost of its federal USF contributions, Tactical Digital 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.
8. Tactical Digital will not provide advance notice of any change in the quarterly USF contribution factor or Telecommunications Surcharge, neither of which are taxes or government-required charges. This information is published online at [USAC.org](http://USAC.org) and [FCC.gov](http://FCC.gov).
9. Buyer must notify Tactical Digital of any charge disputed in good faith, with supporting documentation, within 30 days from the invoice date, or Buyer will be deemed to agree to such charges and no adjustments to charges or invoices will be made. Buyer remains responsible to pay undisputed charges by the due date.

## Microsoft® Lync™ Online Subscriber Terms and Conditions

### GlobalMeet Audio for Skype for Business Subscriber Terms and Conditions

**Provision of Audio Conferencing Services.** Subscriber acknowledges that the audio conferencing Services subject to this Addendum are provided by PGI (and not Microsoft or its affiliates). Subscriber must subscribe for, or acquire a license to, Lync Online as a pre-requisite for operation of such Services.

**Permitted Audio Conferencing Countries.** Subscribers 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.** Subscriber hereby consents to the provision of Subscriber information to Microsoft in connection with the Services, and consents to Microsoft’s receipt and use of Subscriber information in connection with Microsoft’s provision of Lync Online and Microsoft’s fulfillment of all of its obligations in connection with the delivery of Lync Online. Subscriber hereby grants permission to Microsoft to use Subscriber information in connection with Microsoft’s provision of Lync Online and support services. In addition, Subscriber hereby consents to disclosure by Microsoft to PGI of Subscriber’s call detail records related to Lync Online for billing and technical use.

**Intellectual Property.** Subscriber shall not reverse engineer, modify, decompile, disassemble, translate, separate the components or otherwise attempt to derive source code from any part of Lync Online. Subscriber shall not remove, alter or obscure in any way any proprietary rights notices (i.e., copyright notices), or cause any part of Lync Online, or any software or materials provided by Microsoft to become subject to the terms of any license that requires as a conditions of use, modification or distribution of software subject to such license, that it or other software combined or distributed with it be (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; or (iii) redistributable at no charge. Subscriber has no right or license to use any of the trademarks or trade names owned by, licensed to or associated with Microsoft during the term of this Addendum.

**User Conduct.** Subscriber has all necessary rights to all data, software programs or services that Subscriber uses in connection with its access and use of Lync Online, and Subscriber’s use of any of the foregoing does not infringe intellectual property or other proprietary rights of any third party. Subscriber warrants and represents it will not publish, post, upload, record or otherwise transmit content that: (i) violates the rights of any third party or subjects Microsoft to any other obligations to Subscriber or any third party; or (ii) violates any law, statute, ordinance or regulation.

**Microsoft as Third Party Beneficiary.** Subscriber acknowledges and agrees that Microsoft and Microsoft’s affiliates are intended third party beneficiaries under the relevant sections of the Addendum and shall have a direct right of action to enforce the same against Subscriber.

For the avoidance of doubt, in addition to the foregoing “additional terms,” all terms and conditions set forth in the Agreement do and will apply to Subscriber’s use of PGI Audio for Lync Online and GlobalMeet Audio for Skype for Business.

## Schedule of Additional Terms of Service for Modality Software Services

By using the Modality Services (including any trial or promotional/free use), Subscriber agrees to the following Additional Terms of Service for Modality Services.

### **Modality Software**

**License Fee.** Subscriber will pay PGI a license fee (“License Fee”) per Named User (as below defined) for the Modality Software licensed to Subscriber for use with Microsoft Lync® and Skype for Business® to enhance user experience (the “Modality Software”), in addition to any additional fees or charges not otherwise designated as specifically and expressly waived pursuant to an applicable promotional offer. For the purposes hereof, a “Named User” is an individual designated and identified by Subscriber as an organizer/administrator who is authorized to use the Modality Software. Subscriber will be billed for and Subscriber shall pay all invoices, in their entirety, for each applicable period during the term of this Agreement. All License Fees are prepaid and non-refundable, with payments due within thirty (30) days after the date of invoices. For the avoidance of doubt, Subscriber is not and will not be entitled to any prorated billing or credits or refunds of any kind, including without limitation in the event Subscriber elects to not use the Modality Software during any billing period. Subscriber further acknowledges and agrees that PGI reserves the right to change pricing or modify or discontinue any or all Modality Software and any methods of access at any time for any reason, without notice. Without limiting the foregoing, PGI reserves the right, in its sole discretion, to change or institute new or additional charges and/or fees for access to or use of the Modality Software at any time as provided in the Agreement.

**Increasing Named Users.** For so long as PGI supports such selections, Subscriber may increase its number of Named Users, at any time, subject to the applicable License Fee. All increases in Named Users by Subscriber will become an integral part of this Agreement, increase its total License Fee and be subject to automatic renewal. Subscriber will be billed for such increase in Named Users, beginning as of the date of selection. For the avoidance of doubt, all Named Users shall be subject to PGI’s terms and conditions, including without limitation, these Additional Terms of Service for Modality Software.

**Upgrades/Updates; Software Assurance.** A maintenance service for the Modality Software (“Software Assurance”) is available for the Modality Software and, if purchased, will be provided by PGI in accordance with the terms set forth in Subscriber’s Agreement and for as long as the annual Software Assurance Fee is paid. As part of the purchased Software Assurance, PGI will investigate issues raised by Subscriber to determine if the problem is a Modality Software bug or user support issue. If a Modality Software bug is identified, PGI will use reasonable efforts to investigate a workaround, patch or version update in order to correct the issue. Software Assurance will not cover problems arising as a result of Subscriber’s incorrect use of the Software or failure to follow installation advice. If the issue raised by Subscriber is a configuration or implementation issue requiring user support, this will not be covered by Software Assurance and must be handled via the purchase of separate consultancy time. In the event that upgraded versions or updates of the Modality Software are developed, PGI will make such upgrades and/or updates available to Subscriber as part of Subscriber’s Software Assurance, provided all License Fee and Software Assurance Fee payments are up to date. For the avoidance of doubt, the provision of updates and/or upgrades is only available to Subscriber for so long as Subscriber continues to pay the License Fee and Software Assurance Fee, and provided no invoices are past due at the time that the

update and/or upgrade is released. In the event that Subscriber has not paid its License Fee and/or Software Assurance Fee, Subscriber is not entitled to receive any update and/or upgrade. If Subscriber has purchased Software Assurance, Subscriber commits to moving to the new version of the Modality Software within twelve (12) months of its release.

**Termination.** In the event of any termination, Subscriber remains responsible for any and all fees and charges due and incurred through the termination effective date. License Fees are prepaid and non-refundable. Subscriber will not be entitled to any prorated credits or refunds of License Fees of any kind. For the avoidance of doubt, PGI has the right, at all times and in addition to all other termination rights permitted by this Agreement, to terminate the Modality Software and/or this Agreement for its convenience and without liability by providing at least sixty (60) days' prior written notice (invoice stuffers and emails permitted) to Subscriber, with such terminations effective as of the date designated in the applicable termination notice. Upon termination of the Modality Software for any reason, Subscriber agrees to immediately delete the Modality Software together with any backup copies.

**Intellectual Property; Marketing; Images and Links.** Subscriber is being granted a limited, non-exclusive, non-transferable, non-sublicensable revocable right to use the Modality Software, and any software associated with the Modality Software, in accordance with the provisions herein during the term of the Agreement. All other rights are reserved by PGI, and Subscriber agrees that Subscriber shall not remove, obscure or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to or contained within the Modality Software. Subscriber acknowledges and agrees that all third-party information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which Subscriber may have access to as part of, or through the use of the Modality Software are the sole responsibility of the individual or entity from which such content originated ("Third-Party Content"). Such Third-Party Content may be protected by intellectual property rights that are owned by the sponsors or advertisers who provides such Third-Party Content to PGI (or by other individuals or entities on their behalf). Subscriber may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Third-Party Content (either in whole or in part). PGI reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Third-Party Content from the Modality Software. PGI may also provide tools (but has no obligation) to filter out explicit content, and Subscriber understands that by using the Modality Software, Subscriber may be exposed to Third-Party Content that Subscriber may find offensive, indecent or objectionable. Subscriber uses the Modality Software at its own risk. Subscriber understands that by using the Modality Software with a webcam or other photographic or video device and/or a microphone, Subscriber will transmit images and audio to users. Subscriber hereby releases, discharges and agrees to hold harmless PGI, its officers, directors, employees, affiliates and its suppliers from and against any and all claims and demands, including but not limited to, any claims for copyright infringement, defamation, invasion of privacy or right of publicity, arising out of or in connection with any use of the images and/or audio. The Modality Software may include links to other web sites ("Linked Sites"). Subscriber acknowledges and agrees 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 (including without limitation with respect to any loss, damage or injury Subscriber may suffer) for any matter associated with the Linked Sites, including without limitation, the content provided on or through the Linked Sites or Subscriber's reliance thereon. PGI MAKES NO REPRESENTATIONS OR

WARRANTIES WITH RESPECT TO ANY LINKED SITES: SUBSCRIBER'S USE OF ANY LINKED SITE IS SUBJECT TO THE TERMS AND CONDITIONS APPLICABLE TO THE LINKED SITE AND SOLELY AT SUBSCRIBER'S OWN RISK.

**Named Users, Content and Conduct/Use.** To use the Modality Software, Subscriber must be 18 years or older, if an individual, and must complete the sign-up/registration process, which includes, without limitation, providing a valid email address, agreeing to be bound by PGI's required terms applicable to the use of the Modality Software and meeting such other requirements as PGI directs. Subscriber agrees to maintain and update its registration information as required to keep it current, complete and accurate. If PGI discovers that any of Subscriber's registration information is inaccurate, incomplete or not current, PGI may suspend and/or terminate Subscriber's right to access and receive the Modality Software. PGI further retains the right to reject a registration application in its sole discretion and without a requirement to provide a reason. Without limiting the foregoing, PGI may refuse the Modality Software to any individual or entity who has cancelled any number of previous accounts. Only Named Users (as below defined) may use the Modality Software, and there may be only one user/employee assigned to any Named User licenses to be used in connection with the Modality Software. For the avoidance of doubt, Named User licenses cannot be shared among multiple individuals and separate Named User licenses must be purchased for each individual. Subscriber is at all times responsible for monitoring and maintaining the use of the Named User licenses within the foregoing parameters, and Subscriber shall indemnify PGI in the event a claim is brought or damages are incurred due to a Named User's or Subscriber's misuse of the Named User license. A Named User designation may not be transferred to another employee except upon (a) termination of the Named User's employment with Subscriber, or (b) in all other instances, PGI's express prior written approval. Subscriber acknowledges that PGI has no control over the content of information transmitted by Subscriber through the Modality Software (whether visual, written or audible) and that PGI does not examine the use to which Subscriber puts the Modality Software or the nature of the information Subscriber or its users send or receive. Subscriber acknowledges and agrees that PGI shall have no liability for the deletion or failure to store any information, content or data transmitted using the Modality Software. Further, Subscriber expressly agrees: (i) to comply with all applicable foreign, federal, state/provincial and local laws relating to use of the Modality Software under this Agreement (including without limitation, export and control laws and regulations); (ii) not to upload, post, email or otherwise transmit content through use of the Modality Software that (1) infringes any third-party intellectual property or other proprietary rights or rights of publicity or privacy; (2) is unlawful, threatening, abusive, harassing, tortuous, libelous, defamatory, deceptive, fraudulent, invasive of another's privacy, vulgar, obscene, hateful or discriminatory or otherwise contains objectionable material of any kind or nature; (3) violates any law, statute, ordinance or regulation (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination or false advertising); (4) is profane, indecent, obscene, harmful to minors or child pornographic; (5) 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; (6) that includes any unsolicited or unauthorized advertising or marketing; or (7) is materially false, misleading or inaccurate or that Subscriber does not have the right to transmit under any law or under contractual or fiduciary relationships; (iii) not to: (1) impersonate any person or entity, falsely or otherwise misrepresent Subscriber's affiliation with a person or entity, or forge headers or otherwise manipulate identifiers in order to disguise the origin of any content uploaded, posted,

emailed or otherwise transmitted; (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 Modality Software any directory of other users or usage information or any portion thereof other than in the context of Subscriber's use of the Modality Software; (4) reproduce, duplicate, copy, sell, trade or resell the Modality Software for any purpose, including Subscriber may not act as a service bureau for the Modality Software or rent, lease, grant a security interest in, or otherwise transfer any rights in the use of the Modality Software; (5) use or exploit any portion of the Modality Software to provide commercial services to third parties or otherwise generate income from the Modality Software or use the services for the development, production or marketing of a service or product substantially similar to the Modality Software; (6) interfere with, damage, disable, overburden, impair or disrupt hardware, software or networks connected to the Modality Software, or any other users of the Modality Software, or violate the regulations, policies or procedures of any networks; (7) attempt to gain unauthorized access to the Modality Software, other accounts, computer systems or networks connected to the Modality Software, through password mining or any other means; (8) reverse engineer, modify, decompile, disassemble, translate or otherwise attempt to derive source code from any part of the Modality Software or associated software; or (9) use the Modality Software for illegal purposes (including without limitation, gambling or betting); and (iv) Subscriber is solely responsible for any and all activities that may occur under Subscriber's account and to maintain the confidentiality and security of any Host ID, access numbers, keys and passwords/passcodes. Subscriber agrees to notify PGI immediately if there has been an unauthorized use of any Host ID and/or any access numbers, keys and/or passwords/passcodes or any other breach of security, and Subscriber shall be liable for fraudulent charges until such time as Subscriber has notified PGI to suspend any compromised Host IDs, access numbers, keys and/or passwords/passcodes. Subscriber acknowledges that PGI may from time to time monitor for quality assurance and fraud detection and may further gather system data. Further, and notwithstanding confidentiality provisions herein, PGI may disclose information about its use of Modality Software to satisfy any law, regulation, government agency request, court order, search warrant, subpoena or other legal process.

**License Keys.** PGI will provide Subscriber with any license keys required to activate and use the Modality Software (and where relevant any update and/or upgrade). These license keys are used to ensure that the Modality Software (and where relevant any update and/or upgrade) operate in accordance with the license granted herein. Accordingly, the Modality Software (and where relevant any update and/or upgrade) may contain time-out devices or similar technology intended to prevent use of Modality Software (and where relevant any updates and/or upgrades) in the event of violation of the Agreement. Subscriber agrees not to attempt to disable or tamper with the license key system or any other license enforcement technology incorporated into the Modality Software (and where relevant any update and/or upgrade). PGI will employ a usage tracking tool which will report back to PGI on the number of users consuming the tool under the License. Activity will not routinely be blocked if the number of users exceeds the number of purchased Licenses, but instead PGI will be entitled to collect additional License Fees from Subscriber, calculated on a pro rata basis, for such additional use.



## Additional Terms of Service for iMeetLive Services

By using iMeetLive™ Services (including any trial or promotional/free use), Subscriber agrees to the following Additional Terms of Service for iMeetLive Services:

**iMeetLive Services.** PGI (or an affiliate of PGI) hereby undertakes to produce webcasting events utilizing the iMeetLive software application platform (the “Platform”) and various services and tools (the “iMeetLive Services”) that PGI offers Subscriber for use (a “iMeetLive Event”).

**License/Platform.** PGI hereby grants to Subscriber the non-exclusive non-transferable, non-sublicensable, revocable right to access and use the Platform, solely to the extent required to use the iMeetLive Services and produce an iMeetLive Event. Subscriber may not rent, lease, grant a security interest in, or otherwise transfer any rights in the use of the Platform or the iMeetLive Services. Subscriber shall not allow someone other than Subscriber or PGI to manage an iMeetLive Event. Subscriber is prohibited from reselling or acting as a service bureau for any of the iMeetLive Services. Subscriber shall not reverse engineer, modify, decompile, disassemble, translate or otherwise attempt to derive source code from any part of the iMeetLive Services or associated software. Subscriber shall not remove, alter or obscure in any way any proprietary rights (i.e., copyright) notices.

**Modifications and Releases.** From time to time after the date of this Agreement, new releases to the Platform may add, enhance or change the features and services available hereunder. Subscribers shall be entitled to use, if they choose, any such new features and services but additional charges may apply. PGI reserves the right to withdraw, suspend or discontinue any functionality or feature of the iMeetLive Services.

**User Content.** Subscriber warrants and represents that it is the owner or licensee of any content that it uploads, records or otherwise transmits through the iMeetLive Services.

**Submissions.** As between PGI and Subscriber, 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 or on behalf of Subscriber, any viewer or any subscriber to a iMeetLive Event.

**Recordings.** Certain iMeetLive Services provide functionality that allows a Subscriber to record audio and data shared during sessions. Subscriber is solely responsible for complying with all federal, state, and local laws in the relevant jurisdiction when using recording functionality. PGI expressly disclaims all liability with respect to Subscriber's recording of audio and/or shared data while using the iMeetLive Services, and Subscriber releases and agrees to hold PGI harmless from and against any damages or liabilities related to the recording of any audio and/or data.

**Cookies.** By using the iMeetLive Services or PGI websites, Subscriber agrees to the use of cookies which PGI uses to facilitate use of the iMeetLive Services and websites. More information about PGI’s use of cookies is contained in PGI’s Privacy Policy available at [www.pgi.com](http://www.pgi.com).

## Terms of Service for Use of GlobalMeet® and iMeet® Services

**Intellectual Property; Marketing Images and Links.** Subscriber is being granted a limited, non-exclusive, non-transferable, non-sublicensable revocable right to use Licensed Services, and any software associated with the Licensed Services, solely for online meetings and web conferencing and collaboration. All other rights are reserved by PGI, and Subscriber agrees that it shall not remove, obscure or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to or contained within the Licensed Services. Subscriber acknowledges and agrees that all third-party information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which Subscriber may have access to as part of, or through the use of the Licensed Services are the sole responsibility of the individual or entity from which such content originated ("Third-Party Content"). Such Third-Party Content may be protected by intellectual property rights that are owned by the sponsors or advertisers who provides such Third-Party Content to PGI (or by other individuals or entities on their behalf). Subscriber may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Third-Party Content (either in whole or in part). PGI reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Third-Party Content from the Licensed Services. PGI may also provide tools (but has no obligation) to filter out explicit content, and Subscriber understands that by using the Licensed Services, you may be exposed to Third-Party Content that Subscriber may find offensive, indecent or objectionable. Subscriber uses the Licensed Services at Subscriber's own risk. Subscriber understands that by using the Licensed Services with a webcam or other photographic or video device and/or a microphone, Subscriber will transmit images and audio to users. Subscriber hereby releases, discharges and agrees to hold harmless PGI, its officers, directors, employees, affiliates and its suppliers from and against any and all claims and demands, including but not limited to, any claims for copyright infringement, defamation, invasion of privacy or right of publicity, arising out of or in connection with any use of the images and/or audio. The Licensed Services may include links to other web sites ("Linked Sites"). Subscriber acknowledges and agrees 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 (including without limitation with respect to any loss, damage or injury Subscriber may suffer) for any matter associated with the Linked Sites, including without limitation, the content provided on or through the Linked Sites or Subscriber's reliance thereon. PGI MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY LINKED SITES: SUBSCRIBER'S USE OF ANY LINKED SITES IS SUBJECT TO THE TERMS AND CONDITIONS APPLICABLE TO THAT SITE AND SOLELY AT SUBSCRIBER'S OWN RISK.

**Feedback.** PGI welcomes feedback regarding many areas of PGI's services, including without limitation Licensed Services, and all related web sites. Any ideas, suggestions, comments and/or other feedback either Buyer or Subscriber provides to PGI ("Feedback") shall be deemed to be non-confidential and PGI shall be free to use such information on an unrestricted basis. Buyer and Subscriber should only provide specific Feedback on PGI's existing Licensed 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: Each of Buyer and Subscriber agrees that: (1) all submissions and their contents will automatically become the property of PGI, without any compensation; (2) 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; (3) there is no obligation for PGI to review the submission; and (4) there is no obligation to keep any submissions confidential. For the avoidance of doubt, neither Buyer nor Subscriber will submit any Feedback to PGI that (1) either Buyer or Subscriber has reason to believe is subject to any patent, copyright, or other intellectual property claim or right of any third party; or (2) 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.

**Named Users, Content and Conduct/Use.** To use the Licensed Services, Subscriber must be 18 years or older, if an individual, and must complete the sign-up /registration process, which includes, without limitation, providing a valid email address, agreeing to be bound by PGI's required terms applicable to the use of the Licensed Services and meeting such other requirements as PGI directs. Subscriber agrees to maintain and update its registration information as required to keep it current, complete and accurate. If PGI discovers that any of Subscriber's registration information is inaccurate, incomplete or not current, PGI may suspend and/or terminate Subscriber's right to access and receive the Licensed Services. PGI further retains the right to reject a registration application in its sole discretion and without a requirement to provide a reason. Without limiting the foregoing, PGI may refuse the Licensed Services to any individual or entity who has cancelled any number of previous accounts.

Only Named Users may schedule conferences using the Licensed Services, and there may be only one user/employee assigned to any Named User license to be used in connection with the Licensed Services. For the avoidance of doubt, 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. For the purposes of this provision and the Licensed Services, "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. Subscriber is at all times responsible for monitoring and maintaining the use of the Named User licenses within the foregoing parameters, and the Subscriber shall indemnify PGI in the event a claim is brought or damages are incurred due to Subscriber's misuse of the Named User license. A Named User designation may not be transferred to another Subscriber employee except upon (a) termination of the Named User's employment with Subscriber, or (b) in all other instances, PGI's express prior written approval.

Subscriber acknowledges that PGI has no control over the content of information transmitted by Subscriber through the Licensed Services (whether visual, written or audible) and that PGI does not examine the use to which Subscriber puts the Licensed Services or the nature of the information Subscriber or Subscriber's users send or receive. Subscriber acknowledges and agrees that PGI shall have

no liability for the deletion or failure to store any information, content or data transmitted using the Licensed Services. Further, Subscriber expressly agrees: (i) to comply with all applicable foreign, federal, state/provincial and local laws relating to use of the Licensed Services under this Agreement (including without limitation, export and control laws and regulations); (ii) not to upload, post, email or otherwise transmit content through use of the Licensed Services that (1) infringes any third-party intellectual property or other proprietary rights or rights of publicity or privacy; (2) is unlawful, threatening, abusive, harassing, tortuous, libelous, defamatory, deceptive, fraudulent, invasive of another's privacy, vulgar, obscene, hateful or discriminatory or otherwise contains objectionable material of any kind or nature; (3) violates any law, statute, ordinance or regulation (including without limitation the laws and regulations governing export control, unfair competition, antidiscrimination or false advertising); (4) is profane, indecent, obscene, harmful to minors or child pornographic; (5) 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; (6) that includes any unsolicited or unauthorized advertising or marketing; or (7) is materially false, misleading or inaccurate or that Subscriber does not have the right to transmit under any law or under contractual or fiduciary relationships; (iii) not to: (1) impersonate any person or entity, falsely or otherwise misrepresent your affiliation with a person or entity, or forge headers or otherwise manipulate identifiers in order to disguise the origin of any content uploaded, posted, emailed or otherwise transmitted; (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 Licensed Services any directory of other users or usage information or any portion thereof other than in the context of Subscriber's use of the Licensed Services; (4) reproduce, duplicate, copy, sell, trade or resell the Licensed Services for any purpose, including Subscriber may not act as a service bureau for the Licensed Services or rent, lease, grant a security interest in, or otherwise transfer any rights in the use of the Licensed Services; (5) use or exploit any portion of the Licensed Services to provide commercial Licensed Services to third parties or otherwise generate income from the Licensed Services or use the services for the development, production or marketing of a service or product substantially similar to the Licensed Services; (6) interfere with, damage, disable, overburden, impair or disrupt hardware, software or networks connected to the Licensed Services, or any other users of the Licensed Services, or violate the regulations, policies or procedures of any networks; (7) attempt to gain unauthorized access to the Licensed Services, other accounts, computer systems or networks connected to the Licensed Services, through password mining or any other means; (8) reverse engineer, modify, decompile, disassemble, translate or otherwise attempt to derive source code from any part of the Licensed Services or associated software; or (9) use the Licensed Services for illegal purposes. (including without limitation, gambling or betting); and (iv) Subscriber is solely responsible for any and all activities that may occur under Subscriber's account and to maintain the confidentiality and security of its Host ID, access numbers, keys and passwords/passcodes. Subscriber agrees to notify PGI immediately if there has been an unauthorized use of its Host ID and/or any access numbers, keys and/or passwords/passcodes or any other breach of security, and Subscriber shall be liable for fraudulent charges until such time as Subscriber has notified PGI to suspend any compromised Host IDs, access numbers, keys and/or passwords/passcodes. Subscriber acknowledges that PGI may from time to time monitor for quality assurance and fraud detection and may further gather system data. Further, and notwithstanding confidentiality provisions herein, PGI may disclose information about Subscriber's use

of Licensed Services to satisfy any law, regulation, government agency request, court order, search warrant, subpoena or other legal process.

**Recordings.** Use of conference recording or taping any use of the Licensed Services may subject Subscriber to laws or regulations. Subscriber acknowledges and agrees that: (i) Subscriber may not record or tape any Web, video or telephone conversation in connection with the Licensed Services unless Subscriber is 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 Subscriber with any analysis, interpretation or advice regarding Subscriber's compliance with the above, and Subscriber is solely responsible and obligated to provide any required notifications to participants prior to commencement of conferences.

**No Emergency Calls.** PGI IS NOT A TRADITIONAL TELEPHONE SERVICE, AND THE LICENSED SERVICES ARE NOT INTENDED TO SUPPORT OR CARRY ANY EMERGENCY CALLS TO ANY EMERGENCY SERVICES OF ANY KIND. SUBSCRIBER NEEDS TO MAKE ADDITIONAL ARRANGEMENTS IN ORDER TO ACCESS EMERGENCY SERVICES.

**CONTACT.** PGI MAY CONTACT SUBSCRIBERS, OR INDIVIDUAL GLOBALMEET ACCOUNT HOLDERS AND MODERATORS TO COMMUNICATE INFORMATION REGARDING PGI'S GLOBALMEET SERVICE MAINTENANCE, UPGRADES, ENHANCEMENTS, END-OF-LIFE, MODIFICATIONS AND/OR OTHER FEATURE CHANGES, AND SHALL PROVIDE NOTICE TO BUYER OF SUCH COMMUNICATION AS SOON AS REASONABLY PRACTICABLE. IN NO EVENT SHALL PGI CONTACT SUBSCRIBERS REGARDING PROMOTIONAL OR MARKETING OFFERS RELATED TO THE SERVICES WITHOUT THE PRIOR CONSENT OF BUYER (PROVIDED, THAT CONSENT DELIVERED VIA EMAIL SHALL CONSTITUTE CONSENT). PGI WILL USE COMMERCIALY REASONABLE EFFORTS TO (A) PROVIDE THIRTY (30) DAYS PRIOR WRITTEN NOTICE TO BUYER AND (B) SECURE BUYER'S WRITTEN CONSENT PRIOR TO CONTACTING ANY SUCH SUBSCRIBER.