

Schedule to master agreement terms and conditions for the supply of services

The service: eir Conferencing Services for Product, Pricing and SLA

All definitions not herein defined shall have the meaning ascribed to them in the Agreement.

eir conferencing: is a facility whereby multiple persons based remotely across both national and international locations can participate in a conference call made by the Customer using audio video or web conferencing capabilities.

eir partners with Premiere Conferencing Ireland Limited to provide the following conferencing products in Ireland:

AUDIO AND WEB CONFERENCE PRODUCTS:

The suite of eir conferencing services includes

1. Audio Conference Calling

Meet with up to 125 participants No reservations required

Unique host and participant security passcodes 24/7 operator assistance

Mobile integration with iPhone®, iPod Touch® or iPad® Online reports, recording and preferences

2. Audio Conference Hosted Events

Up to 1,000 participants

Operator Assistance: one or more full-time, dedicated operator(s) Caller Entry and Tracking

Operator-announced greeting and participant screening Passcode entry - no operator required

3 Web Conference

GlobalMeet – Simple audio and web conferencing, mobile apps and outlook tools iMeet –Desktop video conferencing

Cisco Webex – Meeting Training and Event centre variants.

4. Alternative Web Conference Services

MS Live Meeting – App. Sharing, recordings, Q&A, Reports, Interactive annotation tools Adobe Connect – web meetings
Webinars and e-learning classes

ON24 – streaming virtual events

Conferencing Pricing Plans

Conferencing price plans describe the charges to the conferencing host for hosting a conference and are detailed on each order form. Conferencing price plans maybe audio only or combined audio and web.

All Service Charge(s) will be billed monthly in advance, usage is billed monthly in arrears

Audio Conference Pricing Plans

Audio conferencing price plans describe the per minute charges to the Customer for hosting a conference call on the audio conference bridge facility. Actual Call Charges to the host are dependent upon the following:

Calls into the conference bridge charges depend on call access method local, low-call or freephone and originating call point: national, international or mobile.

Calls out from the conference bridge depend on call destination: national mobile or international. Audio conference hosted events pricing is based on bespoke per event pricing model

Web Conference Plans Pricing

Web conferencing price plans describe the charges to the conferencing host for hosting a web conference call. Charges to the host are dependent upon the following: conference product type (e.g. Cisco or Global Meet) and subscription or usage based model.

Minimum Term

Minimum term – some web applications licences (e.g. Cisco) may have a minimum committed term of 12 months Customers must fulfil the minimum term or pay eir for the outstanding term balance.

Customer hardware and software

Customers must follow software and service provider's guidelines and terms and conditions regarding minimum specifications and correct use. Use of associated conferencing freeware software is at Customer's own risk and Customers must ensure that each PC meets minimum system specifications.

SERVICE LEVELS

eir 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 the Customer.

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 Scheduled Outages.

Audio Conferencing 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 an eir 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 eir as preventative maintenance or to accomplish platform growth or upgrades.

Exclusions: Outages resulting from the following items shall be excluded from the calculation of service outage time:

- (a) Scheduled Outages;
- (b) Force majeure events meaning any act or event beyond the reasonable control of eir, 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;
- (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 the Agreement;
- (f) The act of the Customer.

Performance quality

eir will provide eir conferencing 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.

Customer support

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

Remedy

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

Conferencing Security

In order to protect the Customer's account from unauthorised usage eir 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. The Customer acknowledges that eir will invoice the Customer for all usage and will not take responsibility for any cost incurred by the Customer for fraudulent activity on any Customer account where the Customer has selected to disable these security features.

ADDITIONAL TERMS AND CONDITIONS

TERMS OF SERVICE FOR INTERNET AND WEB SERVICES (Pass-through terms)

License Grant. eir grants to Customer a non-exclusive, non-transferable, non-sublicensable revocable right to use Internet Services for web conferencing and collaboration and any software associated with such Internet Services for the limited purpose of conducting or attending meetings and presentations only. Customer may not rent, lease, grant a security interest in, or otherwise transfer any rights in the use of the Services. Customer is prohibited from reselling or acting as a service bureau for any of the Internet Services provided by eir. Customer shall not reverse engineer, modify, decompile, disassemble, translate or otherwise attempt to derive source code from any part of the Internet Services or associated software. Customer shall not remove, alter or obscure in any way any proprietary rights notices (i.e., copyright notices).

User Content. Customer warrants and represents that it is the owner or licensee of any content that it uploads, records or otherwise transmits through the Services, including but not limited to photographs, caricatures, illustrations, designs, icons, articles, text, audio clips, and video clips (collectively, "Customer Content"). Customer warrants and represents it will not publish, post, upload, record or otherwise transmit Customer 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.

User Conduct. Customer agrees to comply with any export laws and regulations applicable in the country where the service is provided regarding the transmission of technical data exported from the aforementioned country through the Services. Customer agrees not to: (1) use the Services 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 Customer's 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 unauthorized 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). eir or its suppliers may, at their discretion and upon reasonable belief, take any reasonable action they deem necessary, if Customer's conduct fails to conform to these Terms of Service or may create liability for eir or its Suppliers.

Disclaimers & Limitations. (i) resold services are provided on an "as is" and "as available" basis and any and all representations, warranties or covenants, either express or implied, including but not limited to, implied warranties of merchantability or fitness for a particular purpose are hereby expressly disclaimed; (ii) no service levels shall apply to the provision of resold services; (iii) neither eir, nor its affiliates, nor its suppliers, shall be liable for any indirect, incidental, special, consequential or punitive damages or damages (including arising from lost data, interrupted communications, lost revenue, lost profits, lost technology, loss of rights or costs of procuring substitute services or any other substitution or solution), however arising, even if the party against which the claim is made has been advised of the possibility of such damages; (iv) EIR MAKES NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, AND ANY MATERIAL, AND/OR DATA DOWNLOADED, UPLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS AT YOUR OWN DISCRETION AND RISK.

Additional Terms. For the avoidance of doubt and in addition to the foregoing Terms of Service, Microsoft & WebEx Microsites services have additional ordering requirements and are subject to additional Terms of Service, which will be provided at time of order.

Additional Terms of Service for Use of Cisco WebEx Microsite

If it is specified that the Services or part of the Services are WebEx Services, Customer agrees to be bound by the WebEx Terms of Service to the extent that the Services are WebEx Services. The Terms of Service can be found at, <http://www.webex.com/terms-of-service.html>. By using the product Customer agrees to these Terms of Service.

Billing Terms

For each Internet Services Order based on Microsite pricing, the following terms shall apply: Recurring monthly charges for Microsites are billed in equal monthly installments in advance for the upcoming month's services. Customer is liable for the full term charge for Microsites regardless of Agreement expiration or termination date.

Billing Terms for Committed Minutes

For each Internet Services Order based on a minimum committed level of usage, Customer is liable for the greater of such minimum commitment or six months' charge, regardless of Agreement expiration or termination date. Any minutes purchased that remain unused by Customer at the end of each month of the commitment period shall be forfeited with no credit or refund to Customer. In the event that Customer's usage exceeds the level set forth in a particular tier, excess minutes shall continue to be charged at the same rate; provided that the Customer may adjust its commitment upward at any time by providing Vendor written notice and receive the benefit of the lower price. Fees payable by Customer for overage amounts shall be invoiced monthly, in arrears, on the basis of minutes of use.

Named Host Licenses

As such term is used herein, a "Named Host" is any host who may host an unlimited number of meetings using the service.

As such term is used herein, "Maximum Meeting Participants" means the maximum number of meeting participants, including the Named User, that may be in a meeting occurrence at the same time.

Each meeting must be hosted by a Named Host and may include no more than the above-listed maximum number of meeting participants, including the Named Host.

Any meeting created by a Customer Named Host that exceeds its authorized limit of attendees shall be subject to overage fees.

Named Host accounts are individualized and may not be shared or used by anyone other than the one employee to whom the Named User account is assigned. The identification of Named Hosts must be unique to an individual and may not be of a generic nature. Customer shall identify those employees assigned to Named Host accounts on the "Manage Hosts" list (the List). The List will be maintained by the Site Administrator, who will update the List so that it is current at all times.

Named Hosts may not combine with other Named Hosts or otherwise expand meetings scheduled by a Named Host to allow more than the Maximum Meeting Participants.

There may be only one user/employee assigned to a Named host license. Named host licenses cannot be shared among multiple individuals and separate Named Host licenses must be purchased for each individual.

Customer is at all times responsible for monitoring and maintaining the use of the Named Host licenses within the forgoing parameters, and the Customer shall indemnify eir in the event a claim is brought or damages are incurred due to Customer's misuse of the Named Host license. A Named Host designation may not be transferred to another Customer employee except upon (a) termination of the Named Host's employment with Customer, or (b) in all other instances, eir's express prior written approval.

Agreement Term / Renewal

Service shall commence upon the Service Commencement Date. The Service shall continue for 12 months (s) thereafter ("Initial Term"), with 12 month renewal terms continuing indefinitely thereafter (each a "Renewal Term"). Either party may terminate this Agreement at the end of the Initial Term or any Renewal Term by providing written notice to the other party of such termination at least 60 days prior to the end of such term. Such notification must be sent by email to, conferencing@eir.ie

Meeting Center Active Host Description & Terms

- 1. Active Hosts.** An "Active Host" is a Named Host (defined above) who hosts one (1) or more meetings per month using WebEx Services.
- 2. Employees.** "Employees" are full and part-time employees of Customer including all of Customer's subsidiaries and affiliates (but not including employees of Subscriber's parent company, if any). Customer will provide to eir a written report which it will submit with the Order, and thirty (30) days prior to each anniversary of the effective date of this Order, certified by an officer of the Customer stating the total number of Employees of the Customer. As defined herein, Employees does not include any third party contractors of Customer, unless otherwise agreed to by the parties in writing.
- 3. Active Host Average.** Prior to conclusion of the then-current initial or renewal term, eir will calculate the number of Active Hosts averaged over the immediately preceding three (3) month period (for example, months 9, 10 and 11) to determine the "Active Host Average."
- 4. Calculation of Subscription Quantity for the Initial Term**
 - (a) New Customer.** If Customer is not a current eir subscriber, the "Subscription Quantity" is greater of:
 - (1) 15% of the total number of Employees, (2) 100 Active Host accounts.
 - (b) Existing Subscriber.** If Customer is an existing eir subscriber, the "Subscription Quantity" is the greater of: 1) 15% of the total number of Employees, (2) 100 Active Host accounts or (3) the Active Host Average calculated from all existing subscription(s).

5. **Calculation of the Subscription Quantity for all Renewal Terms.** Prior to conclusion of the then-current Term, eir will calculate the Subscription Quantity as set forth above. Subscriber understands and agrees that any change in the Subscription Quantity will occur immediately upon calculation and without prior notice. Customer will be made aware of the change upon invoicing in the subsequent billing period.
6. **Calculation of Total Monthly Fee.** The Total Monthly Fee is the Subscription Quantity (as calculated for the Initial and each Renewal Term and upon an Extraordinary Event) multiplied by the Monthly Fee Per Active Host. The Total Monthly Fee is re-set at the beginning of each Renewal Term, and after an Extraordinary Event.
7. **Extraordinary Event.** If there is an extraordinary event during the Initial or any Renewal Term, such as a merger, acquisition, divestiture or significant layoff that changes the number of Employees by more than twenty percent (20%) (an "Extraordinary Event"), Customer shall report such change to eir within thirty (30) days of such event and the Subscription Quantity will be reset based on the number of Employees in existence after such event. Under these circumstances, determination of the Total Monthly Fee will be calculated as set forth above.
8. **Audit.** eir will have the right, upon reasonable notice, to audit Customer's records (including but not limited to the List) during normal business hours to ensure Customer's compliance with the above requirements. eir will pay the cost of the audit unless it is found that the Customer is misusing the Service by, for example, exceeding the number of allowable Meeting participants, sharing a Named Host account among multiple Employees, having a host hold multiple Meetings at the same time in excess of the maximum number of simultaneous meetings set forth above, providing a Named Host account to a non-Employee, or misrepresenting the total number of Employees.

For the avoidance of doubt, in addition to the foregoing "additional terms," the Terms of Service for Web Conferencing/Internet Services Schedule does and will apply to all Microsites.

Additional Terms of Service for Use of Adobe

Customer agrees to the following Terms of Service and any and all use of such services is subject to and conditioned upon these terms:

Any and all use and provision of all Adobe Services is expressly conditioned upon Customer's acceptance of the terms of the applicable end user license agreement and/or the then-current Adobe Terms of Use agreement for the services, as applicable ("EULA") and all other terms for use of the Adobe Services as set forth in a Supplier-provided Schedule/Quotation/Order for Adobe Services. Without limiting the foregoing, Customer acknowledges and agrees that it is solely responsible for reviewing and complying with the applicable EULA and for ensuring that all individuals accessing or using the Adobe Services and any affiliated hosted applications comply with the Attendee Terms of Use, each of which is available at, <http://www.adobe.com/products/eulas/>. Notwithstanding any other provision in this

Agreement, the applicable EULA and Terms for Use of the Adobe Services herein provided shall govern and control in the event of a conflict between such terms and any terms in this Agreement. Unless otherwise expressly agreed upon by the parties in a written Schedule/Quotation/Order for Adobe Services, all charges for Adobe Services require a

non-refundable advanced payment, on an annual basis. Customer acknowledges and agrees that notwithstanding any other provision in this Agreement, Customer is not and will not be entitled to any partial month or partial term credits or refunds of any kind (including but not limited to pre-paid charges) for Adobe Services in the event of termination for any reason, and in the event of termination for any reason, Customer shall pay to eiras liquidated damages, but not as a penalty, the shortfall resulting from Customer's failure to meet any commitment for Adobe Services for the full term of such services, which shall represent a reasonable estimate of the probable loss to eir.

Additional Terms of Service for Use of Microsoft® Office Live Meeting 2007 Microsite

Live Meeting Microsite Setup Limitations & URL requirements. The Professional Edition allows up to one thousand, two hundred fifty (1,250) meeting participants per meeting and the Standard Edition allows up to two hundred and fifty (250) meeting participants per meeting. A separate url is required for Standard and Professional Editions.

USER SUBSCRIPTION LICENSE (USL)

A User Subscription License ("USL") is required for every internal User who conducts or attends a meeting (external meeting participants do not require a USL license). As such term is used herein, a "User" means any internal employee of the Customer who will access the Live Meeting service. External attendees of the Customer do not require a license.

As such term is used herein; "Maximum Meeting Participants" means the maximum number of meeting participants that may be in a single meeting occurrence at the same time.

Only one Live Meeting conference may occur at any given time (i.e. no concurrent meetings) per licensed User. For each Live Meeting conference, at least one User must schedule the Live Meeting conference and must (1) “host” the Live Meeting conference by entering it as a presenter, and (2) act as an organizer of the Live Meeting conference through use of their organizer identification.

Valid Users are the only individuals licensed to schedule a Live Meeting conference. Each scheduled Live Meeting conference may include up to a total of the number of Maximum Meeting Participants. Users may not combine with other Users or otherwise expand a Live Meeting to allow more than the Maximum Meeting Participants.

There may be only one User assigned to a USL. A single USL cannot be shared among multiple individuals and a separate USL must be purchased for each individual. USL cannot be transferred from one User to another. There is a 5 USL minimum order.

Customer is at all times responsible for monitoring and maintaining the use of its USL(s) within the foregoing parameters, and the Customer shall indemnify Buyer and its suppliers in the event a claim is brought or damages are incurred due to Customer’s misuse of any USL or Live Meeting Services. A USL designation may not be transferred to another User except upon (a) termination of the USL licensed employees’ employment with Customer, or (b) in all other instances, eir’s express prior written approval.

BILLING TERMS FOR COMMITTED MINUTES

For each Live Meeting order based on a minimum committed level of usage, Customer is liable for the greater of such minimum commitment or twelve months’ charge, regardless of Agreement expiration or termination date. Any minutes purchased that remain unused by Customer at the end of each month of the commitment period shall be forfeited with no credit or refund to Customer. In the event that Customer’s usage exceeds the level set forth in a particular tier, excess minutes shall continue to be charged at the same rate; provided that the Customer may adjust its commitment upward at any time by providing Vendor written notice and receive the benefit of the lower price. Fees payable by Customer for overage amounts shall be invoiced monthly, in arrears, on the basis of minutes of use.

MISCELLANEOUS

Privacy. The Privacy Policy for the provision of Live Meeting Services may be found at, <http://office.microsoft.com/en-us/help/HA102338881033.aspx> (“Privacy Policy”) and Customer hereby agrees that it has accessed and read the Privacy Policy, that it is part of these terms and conditions, and that it is incorporated herein by this reference. Customer agrees to the terms and conditions of the Privacy Policy as if the “you” referenced therein is a reference to the Customer. Microsoft may revise its Privacy Policy site at any time by the posting of amended terms to the site. All amended terms will automatically become effective ten (10) days after they are posted on the site. Customer agrees to be bound by such amended terms.

Terms of Service. The terms of service (TOS) for Microsoft Live Meeting can be found at, <http://office.microsoft.com/en-us/help/HA101063371033.aspx> (Microsoft Office Live Meeting Terms of Service.) By using this product you agree to these Terms of Service.

Records and Audits. During the term of Live Meeting Services are provided to Customer and for a period of two (2) years thereafter, Microsoft or eir, at its discretion, may at its own cost audit the Live Meeting user base and Customer’s books, records, and operations to verify Customer’s compliance with the terms of service for Live Meeting Services. Customer agrees to promptly correct any errors and omissions disclosed by such audit; provided, however, nothing herein shall limit Buyer’s or its suppliers’ right, at their discretion, to take any reasonable action they deem necessary, upon reasonable belief that Customer’s conduct is non-compliant.

AGREEMENT TERM/ RENEWAL.

All Microsoft Live Meeting Microsites require a 12 month commitment. Recurring monthly charges for Microsites are billed in equal monthly installments, in advance, for the upcoming month’s services. Customer is liable for the full term charge for Microsites regardless of any agreement expiration or termination date. Service shall commence upon a service commencement date and continue for 12 months thereafter, with 12 month renewal terms continuing indefinitely thereafter. Either party may terminate this Agreement at the end of a term by providing written notice to the other party of such termination at least 60 days prior to the end of such term. Such notification must be sent by email to conferencing@eir.ie

For the avoidance of doubt, in addition to the foregoing additional terms, the Terms of Service for Web Conferencing/Internet Services Schedule does and will apply to all Microsites.

Additional Terms of Service for Use of GlobalMeet

GlobalMeet® Services are part of the eir Services offer. By using the GlobalMeet® Services, Customer agrees to be abided by the GlobalMeet® Terms and Conditions and the eir standard Terms and Conditions which can be found at, <http://www.eirconferencing.ie/terms-conditions/>. In the event of conflict between them, the GlobalMeet® Terms and Conditions will prevail.

Payment Terms. Customer will pay eir a monthly service fee per Named User (as below defined), such monthly fee being defined as the “Service Charge(s)” in addition to any additional fees or charges for use of the GlobalMeet services, including without limitation

any set-up fees, overages fees, per-minute fees or other fee or charge associated with use of the GlobalMeet services provided, including without limitation any and all fees and charges payable and not otherwise designated as specifically and expressly waived pursuant to an applicable promotional offer. Service Charge(s) will be billed in advance, usage is billed in arrears, and payments are due within thirty (30) days after the date of the invoice. Customer will be billed for and Customer shall pay invoices, in their entirety, for each applicable period during the term of the Agreement. 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 GlobalMeet services during any billing period. Customer FURTHER acknowledges and agrees that eir RESERVES THE RIGHT TO CHANGE PRICING OR MODIFY OR DISCONTINUE ANY OR ALL OF GLOBALMEET SERVICES AND ANY RELATED DIAL-IN NUMBERS OR OTHER METHODS OF ACCESS AT ANY TIME. Without

limiting the foregoing, eir reserves the right, in its sole discretion, to change or institute new or additional charges and/or fees for access to or use of GlobalMeet services (including for ancillary services, new or additional features and/or “APPS”) at any time as provided in this AGREEMENT.

Upgrades. Where permitted by eir, at its sole discretion and subject to Customer meeting all pre-conditions identified or communicated to Customer for the upgrade offer to Customer on this Web Site, Customers may upgrade subscription plans for GlobalMeet services. Nothing herein shall be deemed to require eir to permit and/or allow any upgrades. For the avoidance of doubt, to the extent permitted by eir and Customers meet all pre-conditions Customer shall remain responsible for all fees and charges due and incurred for GlobalMeet services provided under an existing subscription plan through the upgrade effective date and is not and will not be entitled to any partial months credits or refunds of any kind as a result of the upgrade. After any upgrade effective date, Customer shall be responsible for the increased fees and charges associated with the upgrade, including without limitation any new and/or additional charges associated therewith, which may include without limitation, for any overages.

Additional Terms of Service for Use of Webcasting/Streaming

The following additional terms apply to Webcasting/Streaming services and by using any Webcasting/Streaming services, Customer agrees to the following Terms of Service and any and all use of such services is subject to and conditioned upon these terms:

By using the Webcasting services (as below defined, including any trial use), Customer agrees to the following Additional Terms of Use for Webcasting Services.

1 Webcasting Services

- (a) eir hereby undertakes to produce or engage one of its suppliers (collectively referred to herein as “eir”) to produce Webcasting events utilizing a software application platform (the “Platform”) and various services and tools (the “Webcasting Services”) that eir offers Customer for use (a “Webcast Event”). “Terms” shall mean these Terms of Use for Webcasting Services.
- (b) Customer shall not in any way re-offer or sublicense the Webcasting Services, utilize the Webcasting Services in a manner that allows someone other than Customer or eir to manage a Webcast Event or use the Webcasting Services in any manner inconsistent with these Terms.

2 Webcast Event Production and Services

- (a) Customer acknowledges that production of a Webcast Event will require utilization of various elements of services. Customer shall work with eir’s representative to establish which elements Customer requires for each event.
- (b) For any custom Webcast Event for which additional specifications shall be required, the parties must execute a separate work order setting forth the customer requirements to be agreed upon by the parties in writing (“WorkOrder”). Utilizing the Work Order, eir will commence producing the Webcast Event. Customer acknowledges that because of the difficulties in defining all aspects of a Webcast Event, it will need to work closely with eir, including being reasonably available for consultations, if and when any unforeseen issues arise. Customer is fully responsible for providing all aspects of content of each Webcast Event and for making sure that aspects of content are available to eir as eir may require from time to time in producing the Webcast Event. eir will not be responsible for editing any content provided by Customer.

3 The Work Order shall also describe in sufficient detail all aspects that Customer requires with respect to allowing viewers to view a Webcast Event, including such matters as the estimated number of viewers that may view the Webcast Event, the registration procedures for viewers, the availability of a Webcast Event after production for on- demand viewing, and any other concern or issue specifically of importance to Customer.

4 Customer Content

- (a) Customer warrants and represents it will not publish, post, upload, record or otherwise transmit any content or materials that knowingly infringe any intellectual property rights of third parties.
- (b) Without limiting its other obligations, Customer shall indemnify, defend and hold eir and its suppliers harmless from any

claims, losses, damages, penalties or costs (including without limitation reasonable attorneys' fees and expert witness fees) arising out of: (i) Customer's violation or alleged violation of any applicable laws or regulations with respect to use of the Webcasting Services; or (ii) Customer's infringement of any intellectual property rights of any third party. Notwithstanding any other provision, the indemnity obligations above-provided shall survive any termination or suspension of the Web Conferencing/Internet Services contemplated herein, the expiration or termination of any agreement for such services, shall survive final payment and shall not be subject to any limitation on liability of any kind.

5 Modifications and Releases

- (a) From time to time after the date of this Agreement, new releases may be prepared and installed to the Platform that add, enhance or change the features and services of the Platform. Customers shall be entitled to use, if they choose, any new features and services added to the Platform. Customer shall not be charged for comparable features, but additional charges may or may not be applicable for new features and services. eir reserves the right to withdraw, suspend or discontinue any functionality or feature of the Platform and reserves the right to introduce new products that are not part of the current Platform.

6 Submissions

- (a) As between eir and/or its suppliers and Customer, eir and its suppliers 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 Customer, any viewer or any subscriber to a Webcast Event relating to the Platform ("Submissions"). "Intellectual Property" shall mean any unpatented inventions, patent applications, patents, extensions, supplementary protection certificates, design rights, copyrights, trademarks, service marks, trade names, trade dress, domain rights, mask work rights, know-how, technology, business processes, Web Event concepts, Web Event experiences and other trade secret rights, and all other intellectual property rights, derivatives thereof, and any forms of protection of a similar nature anywhere in the world.

7 Platform

- (a) eir hereby grants to Customer the non-exclusive right to access and use the Platform, solely to the extent required to use the Webcasting Services and produce a Webcast Event.

8 Warranty Disclaimers; Liability Limitations

notwithstanding any other provision herein or in any other agreement between the parties: (i) all webcasting events, including without limitation all webcasting services are provided on an "as is" and "as available" basis and any and all representations, warranties or covenants, either express or implied, including but not limited to, implied warranties of merchantability or fitness for a particular purpose are hereby expressly disclaimed; (ii) no service levels shall apply to the provision of webcasting events, including without limitation any all webcasting services;

- (iii) neither eir, nor its suppliers, shall be liable for any indirect, incidental, special, consequential or punitive damages or damages arising from lost data, interrupted communications, lost revenue, lost profits, lost technology, loss of rights or costs of procuring substitute services or any other substitution or solution, however arising, even if the party against which the claim is made has been advised of the possibility of such damages; (iv) in no case shall the aggregate of eir and all of its supplier's total liability arising out of or relating to or in any way connected with the relationship of the parties, this Agreement, its negotiation or termination, or the provision or non-provision of Services, whether in contract, tort or otherwise, exceed the amount of Fees actually paid to eir by Customer for the three (3) months prior to the claim first being raised to the other party; and (v) eir shall only and solely be responsible to indemnify the user relating to the webcasting events, including without limitation webcasting services, to the same extent and subject to the same terms as eir is indemnified by its suppliers for webcasting services.

9 Miscellaneous

- (a) Customer agrees to take all such actions and execute such further documents or instruments as may be reasonably required by eir to support the provision of the Webcasting Services, including without limitation a Work Order. In the event Customer agrees, in Work Order, to a separate minimum commitment for use of the Webcasting Services ("Webcasting Services Minimum Commitment") and does not meet such Webcasting Services Minimum Commitment in any given month, quarter or year, as applicable, eir shall invoice for, and Customer shall pay, upon receipt of invoice, the shortfall equal to the difference between the Webcasting Services Minimum Commitment during each applicable term less any payments for actual usage made by Customer during each applicable period during the term of the Work Order. In the event Customer terminates the Webcasting Services (not due to breach by eir) or if eir terminates on account of Customer's breach, Customer shall pay to eir as liquidated damages, but not as a penalty and representing a reasonable estimate of the probable loss to eir, the shortfall resulting from Customer's failure to meet its Webcasting Services Minimum Commitment for the term of such services, which amount shall equal the difference between the Webcasting Services Minimum Commitment multiplied, as applicable, by the number of months, quarters or years in the term for services less any payments for actual usage

made by Customer during such term; provided, however, no payments over and above the Webcasting Services Minimum Commitment for any one month, quarter or year, as applicable, shall apply to or in any way be credited against any other, past or present, Webcasting Services Minimum Commitment or the overall shortfall amount due and payable. For the avoidance of doubt, only the usage of Webcasting Services shall be applicable to the Webcasting Services Minimum Commitment and no usage for Webcasting Services shall apply to any other minimum commitment previously agreed upon for other services by the parties.

- (b) Any use of the Webcasting Services (including any trial use) affirms, and any continued use of the Webcasting Services reaffirms, Customer's acceptance of and agreement to be bound by these Additional Terms of Use for Webcasting Services.

iMeet®

iMeet® Service are part of the eir Services offer. By using the iMeet® Services, Customer agrees to be abide by the iMeet® Terms and Conditions and the eir standard Terms and Conditions. In the event of a conflict in between them, the iMeet® Terms and Conditions will prevail.

Payment Terms

Customer will pay eir for the Services, according to these Terms and Conditions and at the listed rates and for those fees and/or other charges as set forth herein or on www.iMeet.com (this "Web Site"). Customer will pay eira service, subscription or other monthly charge ("Service Charge") in addition to any additional fees or charges for use of the Services, including without limitation any set-up fees, overages fees, per-minute fees or other fee or charge associated with use of the Services provided. Customer will be billed for and Customer shall pay such Service

Charge, in its entirety, for each applicable period during the term of the Agreement. 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 Services during any billing period. Charges for use of Services are invoiced at the end of each billing cycle, and payments are due within 30 days after invoice date. Customer acknowledges and agrees that Eir reserves the right to change pricing or modify or discontinue any or all of the Services and any related Dial-In numbers or other methods of access at any time for any reason. Without limiting the foregoing, Eir reserves the right, in its sole discretion, to change or institute new or additional charges and/or fees for access to or use of Services (including for ancillary services, new or additional features and/or "APPS") at any time as provided in this Agreement. New charges and/or fees shall become applicable upon being communicated directly or indirectly to Customer by eir.

Service Charge

Customer will pay eir a service, subscription or other monthly charge ("Service Charge") in addition to any additional fees or charges for use of the Services, including without limitation any set-up fees, overages fees, per-minute fees or other fee or charge associated with use of the Services provided. Customer will be billed for and Customer shall pay such Service Charge, in its entirety, for each applicable period during the term of the Agreement. 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 Services during any billing period.