

Ring2 Web Conferencing Service Terms

Version 220708, last updated 22 July 2008

IMPORTANT: THESE SERVICE TERMS APPLY TO OUR WEB CONFERENCING SERVICES. YOU MUST READ THESE SERVICE TERMS TOGETHER WITH OUR STANDARD TERMS. UNLESS OTHERWISE AGREED BY US IN WRITING, YOU WILL BE BOUND BY THESE SERVICE TERMS IN ADDITION TO OUR STANDARD TERMS.

1. Interpretation

- 1.1. In these Service Terms, the definitions below will apply and take priority over the definitions in the Standard Terms in cases of conflict:

'Annual Fee' means the fee payable for each twelve (12) months of a relevant license under this agreement.

'List' means the online list of those of your End Users that you have assigned to Named Host accounts on either the Webex or Microsoft websites for the Webex Service or Live Meeting Service respectively.

'Live Meeting Service' means the web conferencing service provided to you by us under this agreement and operated by Microsoft Corporation, One Microsoft Way, Redmond, Washington 98052-6399 (**'Microsoft'**).

'Maximum Meeting Participants' means the maximum number of meeting participants, including the Named Host, that may be in a Web Meeting at the same time.

'Microsite' means a website within the Services, carrying a level of customer branding according to the then-current service description.

'Named Host' means any natural person from among your End Users that has been designated and identified by you as an organizer or administrator who is authorized to schedule Web Meetings and includes (for the purposes of these terms) Named User as that term is used in the Live Meeting Service.

'Rooms' means a specific use of the Live Meeting Service that allows a certain number of your participants to access such services an unlimited number of times each month.

'Service' or **'Web Conferencing Service'** means either the Webex Service or the Live Meeting Service; and **'Service Terms'** means these terms and conditions.

'Set-up Fee' means the fee payable for creating your web conferencing account.

'Shared Seat' means a license to use the Services that can be shared by End Users.

'Standard Terms' means our standard terms and conditions that apply to all our Services, identified as the Standard Terms and available at www.ring2.com or on request from us.

'Web Conferencing Details Form' means the form we provide you, setting out the necessary details to set up your account, as may be updated from time to time.

'Web Meeting' means a meeting occurrence using the Service.

'Webex Service' means the web conferencing service provided to you by us under this agreement, and operated by WebEx Communications, Inc, 3979 Freedom Circle, Santa Clara, CA 95054 (**'Webex'**)

- 1.2. References to clauses in these Service Terms are, unless otherwise stated, references to clauses of these Service Terms. Together with any terms separately negotiated with us, your Order Form, these Service Terms and our Standard Terms form your agreement with us.

2. Detail Form

- 2.1. You will complete a separate Web Conferencing Details Form for each Service. Such forms are incorporated into your Order Form and this agreement.

3. Minimum Term & Renewal

- 3.1. For any and all Microsite, Named Host and Shared Seat license(s): the minimum term for such a license is one (1) year; and the license will automatically renew for a one (1) year period at the end of the initial term and on each anniversary thereof unless you give us ninety (90) days' written notice of termination prior to the expiry of the initial, or any subsequent, term.

4. Annual Fee & Set-up Fee

- 4.1. If you order or use a Microsite, Named Host or Shared Seat license, the Annual Fee and Set-up Fee are payable within thirty (30) days of your order or first use, whichever is the earlier. If the term of your license for such services is for more than twelve (12) months, you will pay the Annual Fee again (or a pro rata amount for the balance of the term remaining) within thirty (30) days of each anniversary of the date of this agreement. Neither the Annual Fee nor the Set-up Fee is refundable in any circumstance.

5. Named Hosts

- 5.1. Named Hosts are the only individuals licensed to schedule a Web Meeting. Each Web Meeting must include and be hosted by a Named Host. You will (a) identify those employees assigned to Named Host accounts on the List, (b) maintain the List and (c) ensure that the List is accurate and current at all times.

- 5.2. Named Host accounts are individualized and may not be shared or used by anyone other than the one employee to whom the Named Host account is assigned. The identification of Named Hosts must be unique to an individual and may not be of a generic nature. There may be only one End User 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. A Named Host designation may not be transferred to another End User except upon (a) termination of the Named Host's employment with you or (b) in all other instances, with our prior written approval, in our sole discretion.

6. Web Meetings

- 6.1. Only one Web Meeting may occur at any given time for each Named Host (ie: no Named Host may host concurrent meetings). 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.
- 6.2. The total number of participants in any Web Meeting using the Live Meeting Service may not be more than the Maximum Meeting Participants, including the Named Host.
- 6.3. Any Web Meeting using the Webex Service that exceeds the Maximum Meeting Participants will be subject to overage fees as then in force.

7. Rooms

- 7.1. Rooms licenses are only available in North America, subject to our prior and express written approval, in our sole discretion. You will indemnify us in the event a claim is brought or damages are incurred due to your or your End Users' misuse of the Rooms licenses.

8. Your Acknowledgements

- 8.1. You acknowledge and agree that you are at all times responsible for monitoring and maintaining the use of the Named Host licenses within the above parameters and that you will indemnify us in the event a claim is brought or damages are incurred due to your or your End Users' misuse of a Named Host license.

9. Charges

- 9.1. Call set-up and disconnect charges apply to all inbound and outbound legs of all calls. Charges for use of the Web Conferencing Service are rounded to the next full minute on a per participant basis and the price of the call is rounded to the nearest whole cent. A 2.24% monthly regulatory cost recovery fee applies to help offset costs associated with regulatory requirements and compliance. This fee is not a tax or government-required charge.

- 9.2. You must notify us of any Charges for the Service disputed in good faith, with supporting documentation, within 30 days from the invoice date, or you will be deemed to agree to such Charges and no adjustment to Charges or invoices will be made. You remain responsible to pay undisputed Charges by the due date. A fee of US\$25 will be applied to your account for any returned check.

10. Privacy

- 10.1. Microsoft's privacy policy for the Live Meeting Services can be found on Microsoft's website, currently at <http://main.placeware.com/support/privacy.cfm> ("Live Meeting Privacy Policy"). Webex's privacy policy for the Webex Services can be found on Webex's website, currently at http://www.webex.com/companyinfo/webex_privacy.html ("Webex Privacy Policy").
- 10.2. You confirm that you have accessed and read the Live Meeting Privacy Policy and the Webex Privacy Policy. You agree that the Live Meeting Privacy Policy is binding between you and Microsoft, and the Webex Privacy Policy is binding between you and Webex, for the duration of this agreement. You acknowledge that Microsoft and Webex may revise the Live Meeting Privacy Policy and the Webex Privacy Policy respectively at any time by posting amended policies on their respective website. You agree to be bound by such amended terms as consideration for continued use of the Services.
- 10.3. You acknowledge that: Webex operates the Webex Services; Microsoft operates the Live Meeting Services; Webex and Microsoft operate the Webex Services and the Live Meeting Services respectively from the USA; and that any personal or other data provided to Webex or Microsoft while using the Services will be processed in the USA or elsewhere according to the then-current Webex Privacy Policy or Live Meeting Privacy Policy respectively. You indemnify us against any claims related to the privacy practices of Webex and Microsoft in accordance with their respective privacy policies, which you accept in order to use the Services.

11. Records and Audits

- 11.1. During the term that Live Meeting Services are provided to you and for a period of two (2) years thereafter, you agree that we, Microsoft or our designee may, at our own cost, can audit your books, records and operations to verify your compliance with this agreement. You agree to promptly correct any errors and omissions disclosed by such audit.