



**INTERMEDIA**

The Business Cloud™

## PRODUCT SCHEDULE (for Services Provided in EMEA)

### AnyMeeting® Video Conferencing and Webinar Service

This Product Schedule (this "**Schedule**") between Intermedia Technologies Company Ltd. ("Intermedia") and the customer entity purchasing the Services (as defined below) ("**You**") is effective immediately upon Your initial use, order or purchase of the Services and is issued pursuant to and incorporates by reference the terms and conditions of the Master Service Agreement (the "**MSA**") by and between Intermedia and You.

By ordering the Services, selecting "I Accept and Continue" in Your Account (as defined below), or using the Services, You accept this Schedule and agree to be bound by all of the terms and conditions of (i) the MSA; and (ii) this Schedule.

This Schedule includes the terms and conditions governing Intermedia's video conferencing and webinar service (including as part of the Intermedia Unite offering) and certain product and management features, which may be offered at additional costs, and which Intermedia, in its sole discretion, may add, modify, or delete from time to time.

All capitalized terms in this Schedule shall have the same meaning as set forth in the MSA, unless defined herein. **In the event of a conflict or inconsistency between the terms of the MSA and the terms of this Schedule, this Schedule shall supersede and govern.**

**Definitions.** For the purposes of this Schedule, the following definitions apply:

"Access Information" means information that, alone or together with other information, can provide access to any portion of Your Account, including but not limited to Your Account number, login names, passwords, credit card or other financial information, security questions and their respective answers, and any other similar information. For the avoidance of doubt, Your Access Information will include any similar information for each of Your Users.

"Account" means the account created with Intermedia in connection with this Schedule that relates to Your purchase or subscription to and use of Services by You and Your Users.

"Data" means all data submitted by Your Users to Intermedia in connection with the Services, including all content, material, IP and similar addresses, video and webinar recordings, and account information and settings.

"Services" means the video conferencing and webinar services sold by Intermedia as part of its AnyMeeting offering.

"Third-Party Service" means any service or product offered by a party that is not Intermedia.

"User" means any of Your employees, consultants or independent contractors to whom You grant permission to access the Services in accordance with Intermedia's entitlement procedures. Users may not be "shared" or used by more than one named individual, other than the administrative account that may be used by an appropriate number of individuals required to administer the use of Services within Your organization.

## **1 Service and Account.**

1.1 Services. Intermedia agrees to provide, and You agree to purchase, the Services. The Services include certain product and management features, which may be offered at additional costs, and which Intermedia may, in its sole discretion, add, modify, or delete from time to time.

1.2 Agent. You acknowledge and agree that (a) Intermedia may designate an Agent to provide billing, support or other services to You in connection with the Services, (b) such actions by Agent shall be deemed to be the actions of Intermedia with respect to those aspects of the relationship under this Schedule, and (c) You consent to the disclosure of Data to Agent for the purposes of the Services and the collection of Data by Agent for the purposes of the Services. For the avoidance of doubt, if You fail to respond to Agent when it is acting for Intermedia under this Schedule, You shall be deemed to be in breach of this Schedule.

1.3 Your Network Security Obligations. You are responsible for implementing security practices that conform with industry standards and best practices applicable to Your business and industry sector. You are responsible for all fraudulent use of Your Services without regard to how it occurs. **YOU HEREBY INDEMNIFY INTERMEDIA AND ITS AFFILIATES AGAINST ANY RESPONSIBILITY FOR DAMAGES, CONSEQUENTIAL OR OTHERWISE, THAT ARISE FROM THE FAILURE BY YOU OR ANY THIRD PARTY TO PROPERLY PROTECT ANY NETWORK.**

1.4 On-Site Requirements. You are responsible for all aspects of Your working environment and of the access connectivity (Internet connectivity and local area network) it provides with respect to any quality of service issues to which it may contribute. Intermedia recommends that You use the Services over an Internet connection with a speed of at least 2 Mb/second. Should You encounter material quality of service issues with Your Service which are not related to Your working environment or to the access connectivity provided by You, but rather are attributable to the network or software provided by Intermedia, then Intermedia will use commercially reasonable efforts to remedy those issues within thirty (30) days of their being reported to Intermedia. Should Intermedia fail to achieve a remedy within thirty (30) days, then You will be free to discontinue Service without liability for early termination fees. Should reported quality of service issues be determined to be a result of Your provided access connectivity or of Your working environment, then Intermedia will use commercially reasonable efforts to provide appropriate information to support that diagnosis and may provide recommendations as to its repair; however, You will remain responsible for its repair and will be held to the contracted commitments as executed.

1.5 High-Risk and Emergency Use. You understand that the Services (a) are not designed or intended for use during high-risk activities (e.g., as a means of communication when one or more participants are engaging in a potentially dangerous activity and are intending to use the Services as their method of communicating their condition to others for safety purposes), and (b) do not allow and should not be used for calls to emergency services numbers. **THE SERVICES ARE NOT INTENDED OR DESIGNED TO BE A DIAL-TONE SERVICE. IN THE EVENT OF AN EMERGENCY WHILE USING THE SERVICES, HANG UP AND DIAL YOUR LOCAL EMERGENCY NUMBER. YOU MUST UTILIZE YOUR VOICE SERVICE (WHETHER PROVIDED BY A TRADITIONAL TELEPHONE SERVICE PROVIDER, A CLOUD PBX PROVIDER, OR OTHER PROVIDER) TO MAKE AN EMERGENCY CALL.**

## **2 Taxes and Billing Disputes.**

2.1 Taxes. You shall be liable for all taxes, governmental fees, surcharges and assessments to be paid related to fees and charges arising under this Schedule or in connection with the Services. You shall also pay all taxes, fees, and assessments of any nature associated with products or services sold through the use of or with the aid of the Services. Unless Applicable Law or changes in Applicable Law require otherwise, applicable taxes, governmental fees, surcharges and assessments for the Services shall be applied based upon the jurisdiction in which You primarily use the Services ("**Place of Primary Use**"), and You and Intermedia agree that the primary business street address You designate on Your Account for purposes of this Schedule shall also be Your Place of Primary Use for determining applicable taxes for all charges on Your Intermedia Account.

2.2 Bill Disputes. You will notify Intermedia of any dispute relating to charges billed to Your Account by submitting written notice to Intermedia within thirty (30) days of the date the disputed charges appeared on Your Account. The existence of a dispute will not relieve You from paying any and all

amounts billed hereunder. You waive all rights to dispute any charges not disputed by written notice as required in the first sentence of this Section 2.2.

### **3 Use of the Services.**

3.1 **Business Use.** You will use the Services for Your own internal business, non-personal use. You will not allow any third party, including Your vendors and service providers, to access or use the Services. For the avoidance of doubt, You agree that You will not use the Services for residential purposes.

3.2 **Restricted Activities.** You will not use the Services: (a) to harvest, collect, gather or assemble information or data regarding other users, including telephone numbers or e-mail addresses, without their consent; (b) for communications that are unlawful, harassing, libelous, abusive, harassing, tortious, defamatory, threatening, harmful, invasive of privacy, vulgar, pornographic, obscene or otherwise objectionable in any way or that are harmful to minors in any way under the law or otherwise; (c) to transmit or knowingly to accept any material or communications that may infringe the intellectual property rights or other rights of third parties, including, but not limited to, trademark, copyright, patent or right of publicity; (d) to transmit or knowingly to accept any material or communication that contains software viruses or other harmful or deleterious computer codes, files or programs such as, but not limited to, Trojan horses, worms, time bombs or cancelbots; (e) to interfere with, disrupt, attempt to interfere with or disrupt computer servers or networks connected to the Services or violate the regulations, policies or procedures of such networks; (f) to attempt to gain unauthorized access to or to gain access to the Services, other accounts, computer systems or networks connected to the Services, through password mining or any other means; (g) to harass or to interfere with another user's use and enjoyment of the Services; (h) unlawfully record conversations in violation of applicable law; or (i) in a manner deemed by Intermedia to be inappropriate. You may not access the Services for purposes of monitoring their performance, availability, or functionality, or for any other benchmarking or competitive purposes, without Intermedia's prior written consent. You may not access the Services if You are a direct competitor of Intermedia, without Intermedia's prior written consent pursuant to a separate written agreement.

In addition, Your usage of the Services must comply at all times with Intermedia's Acceptable Use Policy, as it may be amended from time to time (the "AUP"), located at <http://www.intermedia.co.uk/legal>. Any failure by You or any of Your users to comply with the AUP shall constitute a material breach of the MSA and this Schedule and shall entitle Intermedia to immediately terminate Your Services. You hereby indemnify Intermedia and its affiliates against any responsibility for damages, consequential or otherwise, that arise from any act or omission by You or any of Your users that constitutes a restricted activity as described herein or a violation of the AUP.

3.3 **No Resale.** You shall not resell the Services and doing so constitutes an abusive practice subjecting You to immediate termination of this Schedule and the Services. You acknowledge and agree that in order to resell the Services You must enter into a separate written agreement with Intermedia and that reselling the Services may require regulatory approvals.

#### **3.4 Applicable Law; Regulatory Matters.**

a. **Applicable Law.** You acknowledge and agree that access to and use of the Services may be restricted or limited as a result of Applicable Laws and that You will not use, or allow the use of the Services, in contravention of, and will comply with, any Applicable Law. You represent that (i) You and Your Users are not named on any Governmental Authority list of persons or entities prohibited from receiving exports, and (ii) You will not permit Users to access or use Services in violation of any export embargo, prohibition or restriction. You acknowledge and agree that that it is Your sole responsibility to use the Service in a lawful manner.

b. **Regulatory Matters.** **Notwithstanding any other provision of this Schedule or the MSA, this Schedule is subject to change, modification, or cancellation, with or without prior notice, as may be required or reasonably deemed necessary by Intermedia pursuant to any Applicable Law, including any order, rule or decision of a Governmental Authority.** All taxes, regulatory fees, surcharges, assessments or other charges imposed by any Governmental Authority on You or Intermedia are in addition to the fees and charges of Intermedia and are the sole responsibility of

You. If any such taxes or fees are assessed upon Intermedia, Intermedia may pass through such charges to You or assess a regulatory cost recovery fee. All such charges may be a flat fee or a percentage of Your Intermedia charges and may change without notice. To the extent You are obligated to report and pay any applicable taxes or regulatory fees to a Governmental Authority, You hereby indemnify Intermedia against any claim arising out of Your failure to do so.

c. Fraud. It is the express intention of the parties that You, and not Intermedia, will bear the risk of loss arising from any unauthorized or fraudulent usage of Services provided under this Schedule to You. Intermedia reserves the right, but is not required, to take any and all action it deems appropriate (including blocking access to the Services) to prevent or terminate any fraud or abuse in connection with the Services, or any use thereof; provided, however, that any such action will be consistent with applicable federal and state laws, rules, and regulations and provided further that the failure to take any such action will not limit Your responsibility for all usage of the Services.

3.5 Recording Features. Notwithstanding any other applicable provisions or prohibitions of use set forth in this Schedule or the MSA, You agree and acknowledge that the laws regarding the notice, notification, and consent requirements applicable to the recording of conversations, meetings or webinars vary between countries. You agree that You are solely responsible for complying with all applicable laws in any relevant jurisdiction when using the AnyMeeting recording features. Intermedia and its affiliates expressly disclaim all liability with respect to Your recording of conversations, meetings and/or webinars. You hereby release and agree to hold harmless Intermedia and its affiliates from and against any damages or liabilities of any kind related to the recording of any conversations, meetings and/or webinars using the Services. You should carefully review Your particular circumstances when deciding whether to use the recording features of the Service, and it is Your responsibility to determine if, and under what conditions, the electronic recordings are legal under applicable laws. Intermedia and its affiliates are not responsible for any misinterpretation, lack of understanding or lack of knowledge regarding the use of electronic recordings or the use of its products by any User, whether legal or illegal. Intermedia reserves the right to disconnect or modify Your service plan if Intermedia determines, in its sole and absolute discretion, that Your usage of this feature violates any Applicable Law or is inconsistent with, or in excess of, normal usage patterns of other users of the Services.

In some jurisdictions, You are required to notify and/or obtain consent from all parties to record a conversation or meeting. As a result, You may need to inform Your employees and third parties who use the Services that their conversations and/or meetings are being recorded. You are responsible for obtaining any and all legally-required consents when You record a conversation, meeting or webinar. You should consult with an attorney prior to recording any conversation, meeting or webinar. The information above does not constitute legal advice.

### 3.6 Fair Use.

a. Intermedia may offer AnyMeeting plans that are described as including unlimited usage of the Service. Intermedia reserves the right to review usage of any Service, including without limitation any "unlimited" plans to ensure Fair Use and reserves the right to, at any time, take the actions noted in Section 3.6(b) below without notice to You. "Fair Use" is defined as use of the Services that does not substantially exceed, in Intermedia's reasonable judgment, the average use of all other Intermedia customers as measured on a per user or per license basis (in terms of usage volume, Intermedia's cost to deliver the Services, or other usage-related metrics). Fair Use also prohibits any activity that disrupts the activities of Intermedia and/or other Intermedia customers.

b. If Your usage exceeds the limits for Your Account or otherwise exceeds Fair Use, You agree that Intermedia may immediately, in its sole discretion, (i) charge You for such excess usage via Your automated payment account or by invoice if You have been accepted into Intermedia's check paying program, (ii) upgrade You to a plan or increase the limits on Your Account to address this excess usage, and/or (iii) suspend Your Account or terminate Your Account upon notice to You. Upon any upgrade or increase on the limits of Your Account, You will be responsible for the new costs and fees. Usage and

associated charges for excess usage will be determined based solely upon Intermedia's collected usage information.

3.7 AnyMeeting Starter Packages. The Services may at times be sold as part of a bundled starter package (i.e., versions of the Service plans with low limits on volume storage, minutes usage or other use metrics). Such starter packages of the Services are generally included for low or no additional fees. Such packages are intended, and required, to, be used by You in combination with the other paid services sold by Intermedia. For example, the Services may be included as part of a Unified Communications package with the Intermedia Unite™ service. In the event that Intermedia, in its sole judgment, determines that Your use of the Services is inconsistent with the intent of such starter package offers (e.g., if You are purchasing the packages for the primary purpose of amassing the included storage or minutes; or terminating or decreasing other services with the intent of retaining starter packages of certain services), Intermedia reserves the right to (a) immediately terminate Your use of the Services and all other Intermedia services, without notice; and (b) charge You (and You shall be required to pay) then-current retail prices for any past, current and future usage in excess of applicable limits.

#### 4 **Your Data and Privacy.**

4.1 Data. Intermedia does not own any of Your Data unless otherwise stated by Intermedia. However, Intermedia will have access to and will store Data regarding You and Your use of the Services, including without limitation Your subscriber information; call, meeting and webinar records; attendance records; notes; and files. Except as set forth herein, in the MSA or in Intermedia's Privacy Policy or as otherwise required by Applicable Law, Intermedia will not monitor, edit, or disclose any information regarding You or Your Account, including any Data, without Your prior permission. Intermedia may use or disclose such information, including Data, to enforce this Schedule, to provide, support and bill for Services (including disclosure to an Agent and other third-party vendors and contractors), to respond to or monitor technical issues with the Services, for compliance purposes with Intermedia's vendors, to protect Intermedia's rights or property, and to protect against potentially fraudulent, abusive or unlawful use of the Services. In addition, Intermedia may provide certain user registration and statistical information such as usage data in aggregate form to third parties, but such information will not include any identifying information. You, not Intermedia, will have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Data and, except as provided for herein, Intermedia will not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Data. You understand and agree that it will be Your sole obligation to take, and that You will take, all measures necessary to protect Your Data, including, without limitation, the timely backup of all Data on one or more systems that operate independently from any system associated with the Services. Under no circumstances will Intermedia be liable in any way for any Data or other content viewed while using the Services, including, but not limited to, any errors or omissions in any such Data or content, or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to any Data or content.

4.2 CPNI. In providing the Services, Intermedia collects and maintains certain Data, known as customer proprietary network information ("**CPNI**"). This includes information that relates to the quantity, technical configuration, type, destination, location and amount of use of Services to which You subscribe. Your name and address are not CPNI. Intermedia may use CPNI without Your consent to provide the Services, for billing and collection purposes, to protect Intermedia's rights or property or to protect users from fraudulent, abusive or unlawful use of the Services, or as required or permitted by law. Intermedia may also use CPNI to offer additional services of the type that You already purchase. Intermedia does not sell, trade or share Your CPNI with its affiliates or any third parties for marketing purposes, unless You authorize such use.

4.3 Following Termination. Upon termination, You must promptly uninstall all software provided by Intermedia in connection with the Services. **All of Your Data will be irrevocably deleted immediately upon termination. It will be solely Your responsibility to secure all necessary Data from Your Account prior to termination. Intermedia will not be responsible for any loss of Your Data, or any damages arising from the deletion of Your Data following termination of service.**

**5 CALEA.** Intermedia intends to fully comply with the Communications Assistance for Law Enforcement Act (“CALEA”) and similar laws. **By using the Service, You hereby agree and consent to Intermedia’s right, pursuant to lawful request by law enforcement or any Governmental Authority, to monitor and otherwise disclose the nature and content of Your communications if and as required by CALEA or any other law, without any further notice to You.**

**6 Limitation of Warranty; Limitation on Liability; Third-Party Services.**

6.1 Limitation of Warranty. Intermedia and its affiliates will not be liable for any direct, indirect, incidental, special, punitive or consequential damages, including but not limited to damages for lost profits, business interruption, loss of programs or information, and the like, that result from the use or inability to use the Services or from mistakes, omissions, the Services not meeting Your requirements or expectations, hardware failures, interruptions, deletion of files or directories, errors, defects, or delays in operation or transmission, regardless of whether Intermedia or any of its affiliates has been advised of such damages or their possibility. Intermedia and its affiliates will not be liable for any harm that may be caused by the execution or transmission of malicious code or similar occurrences, including without limitation disabling devices, drop dead devices, time bombs, trap doors, Trojan horses, worms, viruses and similar mechanisms. The warranty restrictions and limitations set forth in this Schedule are in addition to the warranty restrictions and limitations provided for in the MSA.

6.2 Limitation on Liability. You agree that the total liability of Intermedia and all of its affiliates, in the aggregate, and Your sole remedy for any claims regarding the Services under this Schedule or otherwise is limited to the fees paid to Intermedia by You for the preceding six (6) month period. You acknowledge and agree that the limitation of Intermedia’s and its affiliates’ liability is a material term to Intermedia and that it would not otherwise enter into this Schedule without this limitation, and that You agree these limitations are reasonable.

6.3 Licensor and Vendor Liability. Intermedia’s licensors and vendors are not responsible to You for any warranty provided by Intermedia.

6.4 Third-Party Services. The Services may be compatible with Third-Party Services. While Intermedia does not disclose or permit access to Your CPNI to Third-Party Services, Your installation or use of Third-Party Services on Your equipment or software could result in Your own disclosure of CPNI. Any purchase, enabling or engagement of Third-Party Services, including but not limited to implementation, customization, consulting services, and any exchange of Data between You and any Third-Party Service, is solely between You and the applicable Third-Party Service provider. Intermedia does not warrant, endorse or support Third-Party Services. If You purchase, enable or engage any Third-Party Service for use with the Services, You acknowledge that the providers of those Third-Party Services may attempt to access and/or use Your Data used in connection with the Services as required for the interoperation of such Third-Party Services with the Services. You represent and warrant that Your use of any Third-Party Service signifies Your independent consent to the access and use of Your Data by the Third-Party Service provider, and that such consent, use and access is outside of Intermedia’s control. Intermedia will not be responsible for any disclosure, modification or deletion of Data resulting from any such access by Third-Party Service providers.