

## **EnTelegent Conferencing Service Terms and Conditions**

### **Customer's Accounts**

Customer is responsible for maintaining the confidentiality of Customer's accounts, owner numbers, conference codes, passwords and personal identification numbers used in conjunction with the Services and for all uses of the Services in association with Customer's accounts whether or not authorized by Customer. Customer agrees to immediately notify EnTelegent Solutions of any unauthorized use of Customer's account of which Customer become aware. EnTelegent Solutions is not responsible for any loss or damage arising from Customer's failure to comply with the provisions of this section.

### **Service Description**

The Terms of Use govern the purchase and use of the Services, some that may be provided by EnTelegent Solutions ("EnTelegent Solutions Services") and others that are provided by third party suppliers ("Third Party Services"). Customer hereby acknowledges and agrees that EnTelegent Solutions may use third party suppliers to provide Services to Customers ("Suppliers"). EnTelegent Solutions may alter, expand, reduce, or terminate the Services, in whole or in part, at any time and from time to time, in its sole discretion without notice to Customer. EnTelegent Solutions shall not be liable to the Customer or to any third party for any modification, suspension or discontinuance of the Services. EnTelegent Solutions reserves the right to refuse to modify, deny or suspend access to the Services to anyone at any time without notice. EnTelegent Solutions shall not be liable to Customer or to any third party for any modification, suspension or discontinuance of the Site or Services. It is solely the Customer's responsibility to evaluate the accuracy, completeness and usefulness of all Services, including any translation or transcription services. Customer assumes total responsibility and risk for use of the Services and information provided on the Site. EnTelegent Solutions reserves the right to reclaim any dial-in numbers at any time. Customer acknowledges that not all Services can be guaranteed from all locations including, but not limited to via mobile telephones, pay phones or satellite phones due to various in-country, carrier or other restrictions.

### **Payments, Rates, Charges and Taxes**

#### **Payments and Charges**

For customers with sufficient credit, at EnTelegent Solutions' sole discretion, EnTelegent Solutions will invoice Customer for use of Services monthly. Customer agrees to pay the invoice within twenty five (25) days of the date of the invoice and will be subject to a late payment charge of 1.5% of the total outstanding amount due per month or the highest rate permissible under the applicable law, whichever is lower. EnTelegent Solutions may require a deposit or other form of advance payment prior to providing or continuing to provide Services, subject to Conference Plus' evaluation of Customer's credit.

#### **Unpaid Charges**

In the event charges due are not paid on time and in full for any reason, EnTelegent Solutions shall have the right to suspend all or any portion of the Services until such time as all charges and applicable interest amounts and/or late fees have been paid. Following such payment, EnTelegent Solutions may reinstate Services only upon adequate assurance of Customer's ability to pay for Services, including modified payment terms such as providing a deposit, prepayment and/or accelerated invoicing. Such suspension shall not relieve Customer of any payment liability. Customer agrees to reimburse EnTelegent Solutions for any costs, expenses, or fees expended by EnTelegent Solutions in connection with any collection efforts against

Customer, including reasonable administrative costs and any professional fees incurred, including attorneys' fees.

### **Dispute Process**

If Customer disputes any portion of an invoice, Customer shall pay the undisputed portion by the applicable due date. Customer shall also provide EnTelegent Solutions with written notice of the basis for the dispute, in sufficient detail for EnTelegent Solutions to investigate such dispute, such notice to be provided by the date payment would have been due. The parties shall thereafter work together in good faith to resolve any dispute as quickly as possible.

### **Rates**

Any generally available features or upgrades to the Services will be provided to Customer on terms and prices generally available to the public or as otherwise agreed by the parties in writing. All rates hereunder are exclusive of all taxes. Per minute rates are billed based on actual usage, rounded to the next whole minute, of each participant of the call.

### **Rate Changes**

CUSTOMER ACKNOWLEDGES AND AGREES THAT SERVICE FEES, STANDARD RATES, INCLUDING RATES FOR INTERNATIONAL SERVICES ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO CUSTOMER.

### **Taxes and Regulatory Fees**

EnTelegent Solutions is required by the Federal Communications Commission (FCC) to contribute to the Federal Universal Service Fund (FUSF) to preserve and advance universal telecommunications services. The FCC sets the rate that EnTelegent Solutions is required to contribute. The FCC can increase or decrease the rate on a quarterly basis. The FCC permits EnTelegent Solutions to assess a monthly surcharge for the recovery of contributions paid by EnTelegent Solutions to FUSF and EnTelegent Solutions does assess such a charge. EnTelegent Solutions reserves the right to change the amount of the assessment based on changes made to the FUSF rate by the FCC. Customer will pay any taxes, whether federal, state, local, municipal or VAT that may be imposed upon or with respect to the Services performed hereunder, except for taxes on Conference Plus' net income. Customer shall be fully responsible for payment for all Service including applicable fees, duties, tolls, administrative assessments, surcharges, or taxes, including without limitation, any fraudulent or unauthorized usage.

### **License**

Subject to Customer's compliance with the Terms of Use and with any end-user terms and conditions as required by Suppliers, EnTelegent Solutions hereby grants Customer a non-exclusive, non-transferable license to use the Services during the Term. Except as specifically set forth herein, EnTelegent Solutions or Suppliers as applicable, retain all rights, title, and interest, including all intellectual property rights, relating to or used to provide the Services, including without limitation all technology, telephone numbers, web addresses, software, or systems relating to the Services. Customer agrees not to reverse engineer, decompile, disassemble, translate, or attempt to learn the source code of any software related to the Services. Customer agrees that use of Supplier services or products may be subject to compliance with end user licensing agreements, terms and conditions, privacy policies, or other agreements of such Supplier (collectively defined as "Supplier Requirements") and agrees to review and comply with all Supplier Requirements, whether provided by Conference Plus, Supplier or otherwise made available on Supplier's web site. Customer acknowledges that these Supplier Requirements may change from time to time without notice to Customer and Customer is responsible for reviewing and complying with the Supplier Requirements. Customer will defend, indemnify and hold harmless EnTelegent Solutions for any Customer violations of Supplier

Requirements. Other than using the Services for conferences or meetings in which Customer is an active participant, Customer may not resell, distribute or otherwise generate income from the Services or the Site unless Customer is subject to a Conference Plus Agent Agreement.

### **Subscription Services**

Customer's use of subscription services that offer unlimited use are limited to reasonable business usage. Subscription accounts cannot be shared. Usage above reasonable usage volumes, usage that disproportionately impacts EnTelegent Solutions network resources, or usage that interferes with the reasonable use of the service by other users are a violation of these Terms and Conditions. If EnTelegent Solutions determines, at its sole discretion, that Customer is using an unlimited service in violation of the EnTelegent Solutions Terms and Conditions, or in any other manner that EnTelegent Solutions deems to be unreasonable or excessive, then EnTelegent Solutions may terminate individual calls, or, after providing notice to Customer, terminate Customer's service, decline to renew Customer's services, or offer Customer different service plan with no unlimited usage components. Employees within the same organization who will be participating on a Microsoft Office Live Meeting web conference must have separate EnTelegent Solutions One accounts.

### **Intellectual Property and Copyright Information**

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