

TERMS OF SERVICES FOR DELIVERY OF THE OVC SERVICE FOR INDIVIDUAL ACCOUNTS

THIS AGREEMENT between Tata Communications and any affiliates (hereinafter referred to as "Supplier") and customers of the OVC Services (hereinafter referred to as "Customer" "you" and "your") to provide an Individual Account for the Tata Communications On-demand Video Conferencing service (hereinafter referred to as "OVC Service" or "Service") hosted on the Tata Communications Global Meeting Exchange™ and sets forth the terms and conditions relating to your use of the OVC Services (the "Agreement").

Supplier reserve the right, at its sole discretion, to change or modify portions of the terms in this Agreement at any time without further notice. You should periodically visit this OVC Service Website page to review the current terms of this Agreement so you are aware of any revision to which you are bound. If Supplier changes the terms of the Agreement, it will post the changes to the Website and will indicate at the bottom of the page of this Agreement the version number and date the terms were last revised. Your continued use of the OVC Service after any such changes constitutes your acceptance of the new terms of the Agreement.

If you are entering into this Agreement on behalf of a company, business or other legal entity, you represent that you have the authority to bind such entity and its affiliates to the terms of this Agreement, in which case the "Customer" or "you" or "your" shall refer to such entity and its affiliates. If you do not have such authority, or if you do not agree to abide by the terms of this Agreement, do not complete the Registration Process for your OVC Service Individual Account. It is your responsibility to regularly check the Website to determine if there have been changes to these Terms of Service and to review such changes.

The Agreement Term is in effect as of the date you complete the Registration Process on the OVC Service Website and for a period defined in the Agreement Terms section of this document. Capitalized terms shall have the meaning ascribed to them in Annex 1.

1. Registration

Prior to using Supplier's OVC Service, Customer must register for OVC Services using Supplier's online Service Website available via the public Internet. By completing the Registration Process, you agree to the following terms:

- a) *Service Description:* the OVC Service is designed to be a simple, cloud-based service that lets business leaders, managers, and individual users to conduct video meetings with internal teams, customers, partners and suppliers at any time, using any standards-based video conference device or system supported by the Service including support for audio-only endpoints (e.g. wired/mobile telephones).
- b) In order to use the OVC Services you must first register for an OVC Service Individual Account through the online Registration Process via Supplier's Self-Service Portal (Service Website). Your completion of the Registration Process indicates your agreement to abide by the terms and conditions of this Agreement, the Acceptable Use Policy, and the Privacy Policy as defined on the Website.
- c) Once you have completed Account Creation your Individual Account is now active. Completion of your Account Creation constitutes an offer to purchase the OVC Services per the terms and conditions specified in this Agreement. Supplier may accept or reject such offer at its discretion and at any time. If Supplier accepts, it will send you a confirmation email with your Individual Account Credentials, your OVC Service PINs, a link to instructions for accessing the OVC Service, and Supplier Technical Helpdesk support contact information.
- d) When completing your Registration Process and your Account Creation you must: (i) provide true, accurate, current and complete information about yourself and your organization as prompted by the registration form; and (ii) maintain and update your information should it change. If any information provided by you is or ever becomes untrue, inaccurate, not current or incomplete, Supplier may refuse your Registration, deactivate or suspend your Individual Account and/or refuse any and all current or future use of the OVC Services without waiving any other rights or remedies it may have or precluding it from taking any further action against you. The information you submit and/or update as part of the Registration Process will be maintained by Supplier in accordance with Supplier's Privacy Policy.
- e) You agree to make payment for your OVC Services with the Credit-Card associated with your Individual Account, and all such information will be maintained by Supplier as described in 1(d) above. In such cases, Supplier shall make a debit of a deposit or preauthorization equivalent to the Pricing Plan charges selected by you during the Registration Process and prior to your use of the OVC Services. Actual Charges will be debited to your Credit-Card as per the Pricing Plan terms

and conditions listed in this Agreement. You must have enough available credit in your Credit-Card account with a financial institution in order to pay for all Pricing Plan charges per the terms in this Agreement.

- f) As part of the Registration Process on the Website, you will also be offered an option that includes a soft-client video conference endpoint (software) that you can download and use on your personal computing device(s) in conjunction with the OVC Service and your Individual Account. This option is available under the following terms:
- a. The Tata Communications meeting application or meeting application is a software-based video conferencing Endpoint solution that will run on your compatible personal device. See the OVC Service Website for more information on supported devices, operating systems, camera configurations, and required Internet network bandwidth specifications and other requirements for the meeting application soft-client.
 - b. The software is currently available for personal computers and can be used in conjunction with your compatible Webcam to connect to the OVC Service via the Internet. Depending on your device and camera capabilities and your Internet connection bandwidth, the meeting application can support up to High Definition (HD) video Conference. The meeting application may also be offered for other personal devices as per the information provided on the Service Website.
 - c. You must agree to the meeting application End-User License Agreement (EULA) before you download and install the application.
 - d. The meeting application is designed to only work with the OVC Service and over a public Internet connection and you agree to only use it with the OVC Service.
 - e. The use of the meeting application is included in the OVC Service Pricing Plans (Service Metered Usage Charges) outlined below and no additional license charges will apply for use of this application in conjunction with the Service.
 - f. The meeting application is offered on an “as is” basis and support is limited to that described in Annex 3 – Service Schedule Terms.

2. Pricing Plans and Payment Terms

Supplier offers different OVC Service Pricing Plans for Individual Accounts that are based on Conference Metered Usage Charges (i.e. OVC Service Conference minutes consumed by all participants are metered on a per Conference call basis). This includes Bundled Minute Packages which provide a preset number of Conference minutes that can be used by the Conference Host (single Host PIN) and Participants to partake in a video Conference meeting hosted on the OVC Service and an Unlimited Minute Package which provides unlimited Conference usage for up to four endpoints (maximum four bridge ports) and a single Host PIN. The following sections are the definitions, terms and conditions for each offered Pricing Plan and the general Pricing Terms and Conditions that apply to all Pricing Plans offered on the OVC Service.

3. Bundled Minute Package Payment Terms

The following terms and conditions apply to the Bundled Minute Package Pricing Plan:

- a. *Bundled Minute Package* – this Conference Metered Usage Charge Pricing Plan provides a pre-paid bundle of Conference minutes that you can use at any time for a pre-paid fixed price. This plan may include the following OVC Service options:
 - a. Bundled Minute Package Pricing Plan - Option 1 – 120 Minute Plan
 - b. Bundled Minute Package Pricing Plan - Option 2 – 415 Minute Plan
 - c. Bundled Minute Package Pricing Plan - Option 3 – 875 Minute Plan
 - d. Bundled Minute Package Pricing Plan - Option4 – 2300 Minute Plan
- b. Current charges for each plan option are listed on the Website and are effective at the time you complete the Registration Process and agree to the terms of this Agreement. Supplier shall be entitled to increase or decrease its Service Fees upon a forty-five (45) day prior written notice to Customer.

- c. Each Bundle Minute Package option comes with associated “free minutes” which you can use to hold Conference calls on the OVC Service on a trial basis and at no charge to you prior to the first transaction charge to your Account. The free minutes are provided only at the initial Registration of a *new* Individual Account and the number of free minutes provided with each option varies as per the description listed for each option on the OVC Service Website. Supplier reserves the right to cancel the free minutes offer at any time and without notice.
- d. Supplier reserves the right to change the Bundled Minute Package Pricing Plan options (e.g. the number of plan options, the amount of bundled or free minutes offered with each option), at any time and without notice. For information on the current offers and current pricing see the OVC Service Website.
- e. This Pricing Plan minutes can be used at any time and the minutes will expire, without any refund or credit, if those minutes are not used within a 6-month period from the date the minutes are credited to your Individual Account. This plan is designed as a pre-paid, “pay-as-you-go” bundled pricing model.
- f. When you have exhausted your credited Pricing Plan minutes, that is, when your Account has reached zero (0) available Conference minutes, then your Individual Account is automatically recharged to avoid any Service interruptions. Account Recharge means that the Credit-Card associated with your Individual Account is billed immediately for another bundle of minutes at the same fixed rate as the selected plan associated with your Account. The new minutes are credited to your Account for use with the OVC Service.
- g. All Bundled Minute Package Pricing Plans include a single Host/Participant PIN pair and a single concurrent Conference session per Individual Account as per the Service Schedule Terms specified in Annex 3 – Service Schedule Terms. The Service requires a unique Host/Participant PIN pair for each concurrent Conference. This Bundled Minute Package Pricing Plan is based on a Host-Pays model (i.e. the Account associated with the Host PIN is responsible for all Conference Metered Usage Charges for the Host Endpoint and all other Participant Endpoints in a OVC Service conference call).
- h. All Host PINs associated with a Bundled Minute Package Pricing Plan Individual Account are limited to a maximum of twelve (12) Conference bridge ports based on OVC Service resource availability (see Annex 3 for additional terms related to port availability).
- i. You can upgrade your Pricing Plan from your current option to a higher Bundled Minute Package Option at any time during the Agreement Term. Any remaining plan minutes in your Account will be added to your new Pricing Plan Option minutes. Changing your Pricing Plan Option to a lower Bundled Minute Package Option (i.e. “downgrading”) is not allowed during the Agreement Term. It can take up to 30 minutes for an upgrade request to be fully active in the Service from the time you request the upgrade. Any calls that take place prior to the upgrade becoming active, including an automatic Recharge event because the Account has reached a zero (0) minute balance, will be charged as specified by the Bundled Minute Package Option that is active prior to the upgrade request being fully completed.

4. Unlimited Package Payment Terms

The following terms and conditions apply to the Unlimited Pricing Plan:

- a. *Unlimited Package* – this Pricing Plan provides a pre-paid, unlimited use of a 4-port bridge for a fixed Monthly Recurring Charge or MRC payable at the time you complete the Registration process and thereafter on a recurring basis on the monthly anniversary of the Agreement Term start date or on the last day of the month (whichever comes first).
- b. The current MRC price for the Unlimited Pricing Plan is listed on the OVC Service Website. The Unlimited Package price is effective at the time you select this Pricing Plan and complete the Registration Process by agreeing to the terms of this Agreement.
- c. You agree to pay the Unlimited Package MRC using your Individual Account payment method for the duration of the Agreement Term.

- d. Supplier reserves the right to change the Unlimited Package Pricing Plan option and its associated price and terms, at any time. Supplier shall be entitled to increase or decrease its Service Fees upon a forty-five (45) day prior written notice to Customer. For information on the current offers and current pricing see the OVC Service Website.
- e. The Unlimited Package plan is restricted to a single Host/Participant PIN pair per Individual Account. This means your access to the OVC Service is restricted to only one active Conference at any specific time per each Individual Account. The Service requires a unique Host/Participant PIN pair for each concurrent Conference. This Unlimited Package Pricing Plan is based on a Host-Pays model (i.e. the Account associated with the Host PIN is responsible for all Conference Metered Usage Charges for the Host Endpoint and all other Participant Endpoints in a OVC Service conference call).
- f. Each OVC Service Conference call under the Unlimited Package is limited to a maximum of four (4) endpoints. This means any combination of endpoint codecs that adds up to a maximum 4-bridge port. Note that some video endpoints have more than one codec and will require more than one bridge port to support the single endpoint. Any Participant that attempts to join a Conference under this plan, once the maximum four ports have been utilized by the Host and other Participants on the call, will be blocked from accessing the Conference and a message will be played that alerts the participant that the Host has exceeded all their allotted resources for a single Conference. This Pricing Plan currently only has one option (i.e. 4-bridge port, single concurrent Conference session, single Host/Participant PIN pair) and bridge port availability is based on the terms outlined in Annex 3 – Service Schedule Terms.
- g. There are no “free minutes” associated with the Unlimited Package plan.

5. General Payment Terms

The following General Payment Terms apply to all Individual Account Pricing Plans defined in this Agreement:

- a. During the Registration Process, you can only select one (1) and only one Pricing Plan per Individual Account.
- b. You are responsible for all Conference Metered Usage Charges associated with the Host PIN tied to your Individual Account. Please make every effort to secure your Host PIN. Supplier recommends that you not provide your Host account information to anyone for unauthorized use. You can change your PIN at any time by accessing your Individual Account profile on the OVC Service Website. When you change your PINs, it can take up to 30 minutes for the new PINs to be fully active on the Service. At the point in time when your new PINs are active the old PINs are inactive and can no longer be used to access the Service. It is your responsibility to inform any participants that your PINs have changes and provide them with the new Participant PIN for any future conference call on the Service.
- c. There are no Conference Metered Usage Charges for a Supplier Public Room Endpoint leg of a call. All other Public Room Rental charges still apply.
- d. All enterprise private or public guest Endpoints legs of an Individual Account Conference call (e.g. Enterprise Managed and Non-Managed Endpoints and public guest Endpoints (e.g. Consumer or Prosumer users)) will be charged the Conference Metered Usage Charges to the Host of the Individual Account as specified in this Agreement (i.e. all “B-legs” of a B2B, B2P, B2C, P2C or C2C Conference).
- e. Conference usage charges do not include any transport access charges required to connect to the OVC Service (e.g. any private trunk (for enterprise) or public Internet, ISDN or PSTN access charges (for Individual Accounts or enterprise)). In most cases, Individual Account users (Host or Participants) will access the OVC Service using a public transport access method (e.g. the Public Internet).
- f. There is no Conference usage charges associated with any minutes related to Dial-In “hold time” on the Interactive Voice Response (IVR) system when a call is hosted on the OVC Service (transport access charges may still apply). Conference call metering starts as soon as one or more Endpoints are transferred to the bridge. There are no Metered Usage Charges associated with Self-Registration calls (see Annex 3 for further details on Self-Registration).
- g. All partial minutes are rounded up to the next whole minute for the purpose of applying Metered Usage Charges.
- h. All OVC Service Conference Metered Usage Charges are based on a Host Pays Model. This means that all Metered Usage Charges associated with the Conference are billed to the conference Host. This includes Individual Accounts covered by this Agreement.

- i. Any Endpoint with configured and provisioned access to the Supplier's Global Meeting Exchange can be a "Participant" on an OVC Service Conference, including an Individual Account Conference without the Endpoint incurring any additional Conference usage charges (i.e. Host-Pays conference model). This applies even if the Endpoint user is not a subscriber of the OVC Service.
- j. The Host always has a business relationship with Supplier (as defined by this Agreement) – this is not always required for conference Participants (e.g. "guest" participants) using other access methods (e.g. private enterprise trunk and public Internet, ISDN, or PSTN) and joining a Conference hosted by an Individual Account user.
- k. OVC Service Conference Metered Usage Charges are based on a per minute and per endpoint basis. For the OVC Service the same charges apply independent of the number of codec used by a specific Endpoint up to a maximum of four (4) codecs per Endpoint. An Endpoint can be any single codec or a multi-codec video Endpoint that is supported by the OVC Service (same usage rates applies to all supported EP types).
- l. OVC Service Metered Usage Charges for Individual Accounts apply the same to public (e.g. C2C), Intra-Company, and Inter-Company (e.g. B2B, B2P, or B2C) Conference calls independent of whether the endpoint is an Enterprise Managed Endpoint (or its Endpoint management type, i.e. Premier, Select, or Express) or a Non-Managed Endpoint, or a public Guest Endpoint (same rate applies).

6. Agreement Term

This section defines the terms associated with the duration of this Agreement. The terms are as follows:

- a. *Agreement Term* – The term of the OVC Service Individual Account Agreement shall commence upon date of your completion of the Registration Process on the OVC Service Website and shall continue until such time as it is terminated by either Supplier or Customer per the Account Cancellation Terms defined in this Agreement (the "Term"). The Agreement Term is effective from the date you complete the Registration Process and agree to all terms in this Agreement. This date is known as the Agreement Term Start Date.

7. Account Cancellation Terms

The following defines the OVC Service Individual Account cancellation terms:

- a. The OVC Service Individual Account associated with this Agreement can be canceled by you or Supplier at any time provided that (i) you provide prior written notice to Supplier or (ii) by Supplier upon a thirty (30) day prior written notice to Customer.
 - a. If you provide notice to Supplier, your account will be canceled immediately or within 24 hours of the date of receipt of notice. If you have a Bundled Minute Package any unused minutes will be forfeited with no refunds. If you have an Unlimited Package, then any minutes that would have been used to the end of the month for that billing cycle are also forfeited with no refunds. Your Account Credential and Service PINs will be deactivated and you will no longer have access to your Individual Account or the OVC Service.
 - b. If Supplier provides notice to you, and you have a Bundled Minute Package, then your Account Credentials and OVC Service PINs will be canceled within 30-days of the date of notice. You have 30-days from the date of notice to use any remaining minutes on your plan, after which time any unused minutes in your Bundled Minute Package will be forfeited with no refunds.
 - c. If Supplier provides notice to you, and you have an Unlimited Package, your Account Credentials and Service PINs will be canceled within 30-days of the date of notice or as of the last day of the month (whichever comes first).
 - d. Once your account is canceled, Supplier will terminate any automated payments terms associated with your Individual Account.

- b. You can cancel your Bundle Minutes Package Pricing Plan Individual Account at any time before the free minutes have been exhausted (i.e. before your initial free minutes Account balance is zero (0)) without incurring any charges to your Account.
- c. If your Credit-Card payment is denied at any time during the Agreement Term, your account will be suspended until you provide a valid Credit-Card or the remaining Account balance will go into collection processing within 60-days in accordance with any financial legal limitations.
- d. Your Individual Account can be automatically suspended due to any issues with Credit-Card payments. This means that Host PIN(s) associated with your Account will no longer be active and you will not be able to make Conference calls on the OVC Service. Your login account on OVC Service Website will still be active to allow you to fix any Credit-Card billing issues, for example, changing your credit-card expiration date, entering a new valid Credit-Card numbers, etc.
- e. If free minutes are stored in your Account at the end of a 6-month period from the Agreement Term Start Date your Account will be canceled and closed for inactivity and you will lose all rights to the free minutes and access to your Account.
- f. If any Bundle Minutes Package plan minutes are stored in your Account and you have not actively used your Account within a 6-month period your Account will be suspended for inactivity and you will forfeit all rights to the paid unused minutes. You can re-open your Account and purchase a new Pricing Plan.

8. Credit Approval and Deposits

Supplier reserves the right to carry out a credit check of Customer at any time prior to activation of your OVC Service Individual Account or for the duration of this Agreement. Customer hereby authorizes, and shall assist, Supplier in obtaining information about the Customer's commercial activities and financial condition from third parties, including, without limitation, banks, credit reporting agencies and other businesses that provide like information. Upon Supplier's request, Customer will make a deposit, or other security for the payment of charges as specified by Supplier, (i) as a condition to Supplier's acceptance of Customer's Individual Account, or (ii) in the event Customer fails to comply with the payment terms set forth in this Agreement twice in any twelve (12) month period, as a condition to Supplier's continuation of delivery of any OVC Service. The deposit will be held by Supplier as security for payment of the Service Metered Usage Charges as specified in this Agreement.

When Service to Customer is canceled or terminated, the amount of the deposit will be credited to Customer's account and any remaining credit balance will be refunded within thirty (30) days of such termination. Customer shall be subject to the credit limit (the "Credit Limit") as may be specified in the Registration Process for an Individual Account. The Credit Limit may be varied only with the written approval of Supplier. Supplier shall have the right at any time to increase or decrease the Credit Limit by giving at least three (3) days prior written notice to Customer. If at any time Supplier determines that the sum (the "Accrued Liability") of (i) total invoiced amounts which remain unpaid, plus (ii) the unbilled but accrued usage of Customer, has exceeded the then current Credit Limit, Supplier shall have the right to demand by written notice that Customer make an immediate payment to Supplier by electronic transfer (or such other method as agreed by the parties) of such amount required: (i) to reduce its aggregate Accrued Liability to less than the Credit Limit, and (ii) to ensure that the Credit Limit shall not be exceeded prior to the next invoice due date. Upon such demand, the demanded amount shall become immediately due and payable and Customer shall pay such amount within twenty-four (24) hours of its receipt of such notice. If Customer fails to remit such payment when due, Supplier shall have the right without further notice to immediately suspend and/or cancel the Individual Account and OVC Services access.

9. Taxes and Fees:

All charges for OVC Services are net of applicable taxes. Except for taxes based on Supplier's net income, Customer will be responsible for payment of all applicable VAT, GST, consumption tax, use, excise, access, bypass, franchise, regulatory or other similar taxes, fees, charges or surcharges, whether now or hereafter enacted, however designated, imposed on or based on the provision, sale or use of the Supplier Services (hereinafter "Taxes"). To the extent Customer is or believes it is exempt from payment of certain Taxes, it shall provide to Supplier a copy of a valid exemption certificate. Supplier will give effect to all valid exemption certificates in the next full billing cycle following receipt of the certificate from Customer, but only to the extent Supplier is permitted to do so under applicable laws. Notwithstanding the foregoing, in the event that a Customer exemption certificate is or becomes invalid during the Agreement Term, and Supplier is assessed or responsible for additional Taxes, penalties or late charges, Customer shall be responsible for such charges in accordance with the terms in this section.

If Customer is or was required by law to make any deduction or withholding from any payment due hereunder to Supplier, then, notwithstanding anything to the contrary contained herein, the gross amount payable by Customer to Supplier will be increased so that, after any such deduction or withholding for Taxes, the net amount received by Supplier will not be less than Supplier would have received had no such deduction or withholding been required. If any taxing or Governmental Authority asserts that Customer should have made a deduction or withholding for or on account of any Taxes with respect to all or a portion of any payments made hereunder, or that Supplier should have collected certain Taxes from Customer which Supplier did not collect, Customer hereby agrees to indemnify Supplier for such Taxes and hold Supplier harmless on an after-tax basis from and against any Taxes, interest or penalties levied or asserted in connection therewith.

10. Disputed Bills

In the event Customer disputes in good faith any portion of Supplier's invoice, Customer must pay the undisputed portion of the bill and submit a written claim for the disputed amount, documenting the basis of its claim. All claims must be submitted to Supplier within forty-five (45) days of receipt of billing for those Supplier Services. Customer acknowledges and agrees that it is able to and that it is reasonable to require Customer to dispute bills within that time and Customer therefore waives the right to dispute the charges not disputed within the time frame set forth above.

11. Services Provided by Supplier Affiliates

If an Order requires the provision of Service to Customer in a jurisdiction other than a jurisdiction within which Supplier is authorized to provide services, such Service may be provided to Customer by an Affiliate of Supplier and the Supplier acts as the agent of that Affiliate for the Services in that jurisdiction.

12. Your Responsibilities

Customer agrees to the following responsibilities with respect to Supplier's OVC Service and your Individual Account:

- a. **Administration** – You are responsible for administration of your Individual Account on the OVC Service Website. This includes the following:
 - a. Insuring that your Account information is up-to-date including Payment Method Credit-Card information.
 - b. Managing the Host/Participant PIN associated with your Individual Account.
 - c. Providing any Participants to your Conference the information they need to access the OVC Service as per the documentation provided on the Service Website.
 - d. Taking actions based OVC Service emails or Notices that require your attention to avoid Account suspension or cancellation.
- b. **Security** – You and any other individual that you provide access to your Account information (including any Participants that you invite to a Conference hosted by your Host PIN) are responsible for ensuring the safe-keeping and confidentiality of your Account Credentials and PIN codes. You must notify Supplier by calling the Technical Helpdesk as soon as you become aware of any unauthorized use of your Account Credentials and PIN codes. Supplier will not be responsible for, and will not provide any credits or refunds for, any loss caused to you through misappropriated or mislaid Account Credentials and PIN, or through any unauthorized or fraudulent use of this information.
- c. Completion of the Registration Process on the OVC Service Website constitutes your acceptance of Supplier's Acceptable Use Policy and Privacy Policy, copies of which may be found on the OVC Service Website.
- d. **Access to OVC Service Website** – You are solely responsible for providing the means of access to the OVC Service Website. Supplier does not guarantee that the Website will be available at all times and you acknowledge that in particular the Website may be unavailable for essential maintenance and for other reasons from time to time.
- e. **Fraudulent or Illegal Use** – You will not use the OVC Services or its Website for any unlawful, abusive, or fraudulent purpose, including, for example, using the Services in a way that (1) interferes with our ability to provide Services to you or other customers; or (2) avoids your obligation to pay for the Services. If Supplier has reason to believe that you or someone else is abusing the Services or using them fraudulently or unlawfully, we can immediately suspend, restrict, or cancel your access to the OVC Services and to its Website without advance notice. You are solely responsible for the matters transmitted using the Account Credentials and PIN allocated to you as part of your

Individual Account. You are also responsible for insuring that guest Participants that use the OVC Service and attend Conferences hosted by you using your Host PIN code, agree to the service use terms specified in this Agreement. You are solely responsible for any charges incurred relating to the OVC Services, whether incurred by you or your guest Participant(s) even if such charges were incurred through or as a result of fraudulent or unauthorized use of the Services.

13. Repair of Service

Supplier has the right at any time to suspend or interrupt the OVC Services to make necessary repairs or changes in our facilities. Supplier will seek to repair reported faults as soon as reasonably possible. For more information and other terms related to Repair of Service see Annex 3 – Service Schedule Terms.

14. Force Majeure

Except for your payment obligations under this Agreement, neither Party shall be liable, nor shall any credit allowance or other remedy be extended, for any performance that is prevented or hindered due to a Force Majeure Event. If Supplier is unable to provide Supplier OVC Services for a period in excess of sixty (60) consecutive days for any reason set forth in this Section, then either Party may cancel the OVC Service and access to OVC Service Website upon written notice to the other Party, and both Parties shall be released from any further future liability under the payment terms.

15. Suspension and Termination of the Services

This section defines additional terms under which your access to the Service and its Website may be suspended or terminated.

- a. Supplier may suspend your access to the OVC Services and its related Website or end your right to use the Services with immediate effect if any of the following occur:
 - a. You breach this Agreement, use the Services in a manner contrary to this Agreement, or fail to cure such breach or misuse once given the opportunity to do so by Supplier.
 - b. Bankruptcy proceedings are brought against you.
- b. Supplier may deny or limit use of the Services for any lawful reason. Supplier reserves the right, but shall not be obligated, to block, without notice and without liability, any Service that Supplier believes has been used, or that might be used, for fraudulent or illegal purposes. Supplier reserves the right to monitor communications when required by law to do so or to ensure proper operation of its systems. If Supplier suspends the Services to you it may restore such Services if Supplier later determines you will only use the Services in accordance with all terms of the Agreement. No extension for the period of suspension will be given to the period in which you must utilize any credit. You will remain liable to pay any charges that may be due during any suspension.

16. Indemnification

YOU AGREE THAT SUPPLIER SHALL NOT BE RESPONSIBLE FOR ANY CLAIM BY THIRD PARTIES AGAINST EITHER OF US ARISING FROM YOUR USE OF THE SERVICES OR THE WEBSITE. IN ADDITION, YOU AGREE TO INDEMNIFY SUPPLIER FOR ALL COSTS AND EXPENSES, INCLUDING LAWYERS' FEES, RELATED TO THE DEFENSE OF ANY SUCH CLAIM AGAINST US, UNLESS SUCH CLAIMS ARE DUE SOLELY AND DIRECTLY TO OUR INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE.

YOU AGREE THAT YOU SHALL BE RESPONSIBLE FOR ANY CLAIMS OF DAMAGE TO TANGIBLE PROPERTY (INCLUDING DAMAGE TO THE SERVICE AND ANY EQUIPMENT FOUND THEREIN), PERSONAL INJURY OR DEATH RESULTING FROM YOUR USE OF THE SERVICES THAT ARE CAUSED BY YOUR NEGLIGENCE OR WILLFUL MISCONDUCT.

17. Limitation of Liability

SUPPLIER'S LIABILITY TO YOU SHALL NOT BE LIMITED FOR (I) DEATH OR PERSONAL INJURY CAUSED TO YOU THROUGH ITS NEGLIGENCE OR (II) WHERE LIABILITY CANNOT BE LIMITED BY LAW. SUPPLIER SHALL NOT BE LIABLE

FOR ANY LOSS RELATING TO ANY FAILURE TO PROVIDE SERVICES. ANY LIABILITY THAT SUPPLIER MAY HAVE IS LIMITED TO AND SHALL NOT EXCEED THE AMOUNT PAID BY YOU FOR THE SERVICES IN THE PREVIOUS 12 MONTHS FOR ANY EVENT OR RELATED SERIES OF EVENTS IN ANY 12 MONTH PERIOD. FOR THE AVOIDANCE OF DOUBT, SUPPLIER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES BEYOND THE REASONABLE CONTEMPLATION OF PARTIES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR INCOME OR BUSINESS OPPORTUNITY, ARISING FROM USING THE SERVICES OR OTHERWISE IN CONNECTION WITH THESE TERMS. SUPPLIER HAS NO LIABILITY TO YOU OF ANY SORT (INCLUDING LIABILITY FOR NEGLIGENCE) FOR THE ACTS OR OMISSIONS OF ANY THIRD PARTY, INCLUDING ANY OTHER PROVIDERS OF TELECOMMUNICATIONS SERVICES OR FOR FAULTS IN OR FAILURES OF THEIR NETWORKS AND EQUIPMENT.

18. Warranties

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SUPPLIER DOES NOT MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND DISCLAIM ANY IMPLIED WARRANTY (TO THE EXTENT PERMITTED BY LAW), INCLUDING ANY WARRANTIES OF MERCHANTABILITY, TECHNICAL COMPATIBILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO ANY SERVICE, PRODUCTS OR MATERIAL PROVIDED PURSUANT TO THIS AGREEMENT. WE ALSO MAKE NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. WE DO NOT AUTHORIZE ANYONE, INCLUDING SUPPLIER EMPLOYEES, AGENTS OR REPRESENTATIVES, TO MAKE A WARRANTY OF ANY KIND ON SUPPLIER'S BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT.

19. Notices

Notices sent by you must be sent by email to cancelation@jamvee.com or by calling Supplier's Technical Helpdesk. Notice shall be effective as of Supplier's receipt of your email, or the date that our records show that we received your call. Notices sent by Supplier to you will be sent to either the email address provided by you on your Individual Account or to your billing address and shall be effective upon delivery. Any legal notice or communication can be sent by electronic email or courier, to the following address:

Tata Communications
Tata Communications Exchange
35 Tai Seng Street #06-01
Singapore 534103
Att. Legal Department
Email: LegalDepartment@tatacommunications.com

Such notice will be deemed to have been given as of the date it is sent or delivered, as applicable.

20. Miscellaneous

- a. *No Third Party Rights* – this Agreement does not provide any third party with any rights, remedies, claims, or rights of reimbursement.
- b. *Assignment* – Supplier can assign all or part of Supplier's rights or duties under this Agreement without notifying you. If we do that, we have no further obligations to you. You may not assign this Agreement or the Services without Supplier's prior written consent.

21. Use, Transfer and Storage of Personal Information

Supplier will collect, use, and process certain customer information, including Personal Information (such as name, work email address, and employer name) to provide the OVC Services to you. We may transfer certain customer information, which may include your Personal Information, to locations worldwide, to include each country in which Supplier has an office, and to the United States. In order to provide the OVS services to you and for account management purposes, Supplier may also transfer Personal Information to a third party service provider, which may use a cloud solution and store data in the United States. As a result, the data may be subject to access by law enforcement and other government entities, including courts and tribunals in accordance with laws applicable in those jurisdictions. In the event Supplier jointly offers its OVC Services with another provider, Supplier will share your Personal Information with that joint services provider. Further, Supplier may use your Personal Information to send you information via email and/or postal mail about products and services that may be of interest to you, including but not limited to OVC Services. By completing the Registration Process, you indicate your agreement with and consent to these uses, transfers, and

storage of your Personal Information. You also understand that your Personal Information will be handled in accordance with Supplier's Privacy Policy.

22. Country Specific Terms and Conditions

For additional terms and conditions applying to customers in the UK, USA, India, Canada, or other countries see Annex 2 – Supplier Entities and Country Specific Terms and Conditions.

23. Entire Agreement

This Agreement (which incorporates by reference the OVC Service, Service Specification (Documentation), online Acceptable Use Policy and Privacy Policy) constitutes the entire agreement between you and Supplier and supersedes all prior agreements, understandings, statements or proposals, and representations, whether written or oral. This Agreement can be amended only as provided herein. No written or oral statement, advertisement, or service description not expressly contained in the Agreement will be allowed to contradict, explain, or supplement it. Neither you nor Supplier is relying on any representations or statements by the other party or any other person that are not included in this Agreement.

24. Annex 1 – Defined Terms

Defined Terms

For purposes of this Agreement, the following terms shall have the indicated meanings. Other capitalized terms shall have the meanings given to them in either other sections of this Agreement or any other documents relating to the Agreement.

- 1) **“Account Administrator”** – means you or any and all individuals you identify in Account Creation who have administrative authority over your Individual Account on the Self-Service Portal.
- 2) **“Account Creation”** – means the process by which you provide information needed by Supplier to establish your Individual Account on the Self-Service Portal Website. Upon successful completion of Account Creation, Supplier shall provide you with Account Credentials and OVC Service Personal Identification Numbers or PINs. PINs are required to access the OVC Service by the Conference Host and any Conference Participant. Account Creation may be completed through the Website. Registration may be completed at <http://www.jamvee.com>.
- 3) **“Account Credentials”** – means the unique identifying login and password assigned to your Individual Account by Supplier via the Portal and which you will receive from Supplier upon successful completion of Account Creation. The Account Credential will be required every time you access the Portal to manage your PINs and view other Account information (e.g. OVC Service usage)
- 4) **“Agreement Term”** or **“Term”** – this defines the timeframe for which this Agreement is in effect for an Individual Account.
- 5) **“B2B, B2P, B2C”** – refers to Inter-Company Business-to-Business, Business-to-Public or Business-to-Consumer Conferences (calls between Endpoints in two or more different enterprises, organizations, legal entities, Public Room or an Individual Account user all with access to the Global Meeting Exchange Network).
- 6) **“Business Day”** – means a day (other than a Saturday, Sunday or public holiday) on which commercial banks are generally open for business in the country of delivery of Service.
- 7) **“Conference”** – means a multi-party video call or meeting hosted on Supplier’s OVC Service (which can also include audio-only Endpoints). A Conference can have one and only one Conference Host and as many Conference Participants as supported by the OVC Service plans associated with the Individual Account.
- 8) **“Conference Host”** or **“Host”** – means the user that is the moderator for a Conference. The Host has to use the Host PIN in order to access the Conference.
- 9) **“Conference Participant”** or **“Participant”** – means the user that is a participant or guest in a Conference moderated by the Host. The Participant has to use the Participant PIN in order to access the Conference.
- 10) **“Consumer”** – this term refers to Supplier OVC Service users that have an Individual Account.
- 11) **“Endpoint”** – refers to a User or Site video equipment that consists of a single video conference device used to access the Service. The device can be a single codec (i.e. single video channel) desktop, mobile, personal or group system video conference device or an immersive multi-codec (i.e. multiple video channels) device at a dedicated Site or conference room (up to 4 codecs). An Endpoint can also be a standard fixed or mobile telephone device accessing the Conference in audio-only mode. Endpoint supported by the Service is defined in the Service Specification.
- 12) **“Free Minutes”** – means Service minutes associated with a new Individual Account that are provided to you under certain Pricing Plans for which Supplier does not charge a fee for these minutes. These free minutes are provided to you as an incentive to register for a new Individual Account. The amount of free minutes associated with your plan is described in the Service Website.
- 13) **“Fault”** – means a malfunction or Service difficulty in the cloud-hosted OVC Service infrastructure which results in the Service infrastructure not operating in accordance with the specifications of the Service other than a problem which is attributable to:

- a. resources unavailable due to high-volume usage of physical Global Meeting Exchange share bridge/MCU ports at the time a conference Endpoint dials into the Service or bandwidth that is unavailable for a call or a call leg on a public Internet, ISDN or PSTN Gateway;
 - b. Customer operation or use of the Telepresence (TP) or Video Conferencing (VC) Equipment including Infrastructure hardware and/or Operating System Software other than in accordance with Supplier's Service instructions or the instructions or operating manuals of the Equipment; or
 - c. problems in or arising from the Service interfacing to Telepresence or VC Equipment hardware and/or Operating System Software and other hardware and/or software not provided by Supplier and/or supported by the Service in accordance to the Service Specification including any transport services not provided by Supplier.
- 14) "**Global Meeting Exchange**" – refers to the Supplier's cloud-based platform/network where the OVC Service is hosted using various hardware and software components required for delivering the Service.
 - 15) "**Host or Moderator**" – means the User or Site or Endpoint in an OVC Service conference that is hosting and paying for (Host Pays model) the call for all other Users/Sites/Endpoints (Participants) that are joining the conference.
 - 16) "**Individual Account**" or "**Account**" – means the online account that Supplier maintains on the Self-Service Portal Website and other back-end support systems through which you may obtain Account Credentials that allow you to select and purchase Pricing Plans for OVC Services. *Note:* Each Individual Account requires a unique email address and a valid credit-card number.
 - 17) "**Infrastructure Equipment**" – refers to Supplier hosted communications equipment and related software that is used to provide the cloud-hosted OVC Service within Supplier's Global Meeting Exchange Network. This infrastructure can include conference bridges, call control managers, session border controllers, Interactive Voice Response (IVR) or any equipment or software associated with the Service within the Global Meeting Exchange Network.
 - 18) "**Inter-Company Conferences**" – refers to conferences between Endpoints in *different* enterprise, organization, or legal entity.
 - 19) "**Intra-Company Conferences**" – refers to conferences between Endpoints in the *same* enterprise, organization, or legal entity.
 - 20) "**Managed Endpoint**" – (i.e. as managed by Supplier) means an enterprise Endpoint certified by Supplier as having passed the necessary quality assurance with the requisite equipment, bandwidth, connectivity, furniture, and equipment installed, configured and tested to deliver the Services and is managed as part of other managed services offered by Supplier. These other services are optional and independent of the OVC Service Individual Account described in this Service Schedule. Please refer to other Supplier service schedules for SLAs for Managed Services.
 - 21) "**Maximum Conference Size**" – means the largest number of bridge ports that are allowed for a single OVC Service Conference call as per the Service plans defined in this Agreement. Note that this does not necessary correlate to number of Endpoints since some Endpoints require multiple bridge ports in a single conference (e.g. multi-codec immersive endpoints).
 - 22) "**Metered Usage Charges**" – is the per minute per Endpoint charge applied to individual Endpoints in a OVC Service Conference call (including the Host and all Participants) for intra-company, inter-company, or Individual Account conferences (internal, B2B, B2P, B2C, P2C and C2C calls) for the Service Pricing Plans defined in this Agreement. This charge is metered and billed to Customer Host PIN associated with the Individual Account.
 - 23) "**Network POP**" – means a location where Customer will connect into Supplier's Service. For Individual Accounts this is almost always the public Internet, ISDN or PSTN Gateways within the Infrastructure Equipment.
 - 24) "**Non-Certified/Guest Endpoints**" – means Endpoints that have self-certified and can access the Service after successfully completing the Self-Certification Process. These Endpoints are not tracked as part of the Service and thus are not included in the Service Endpoint database and will be subject to limited support capabilities.

- 25) **"Non-Managed Endpoint"** – (i.e. managed by Customer or any 3rd Party) means an Endpoint certified by Supplier as having passed the necessary quality assurance with the requisite equipment, bandwidth, connectivity, furniture, and equipment installed, configured and tested to deliver the Service but which is not a Managed Endpoint.
- 26) **"On-demand Video Conferencing"** – means any meeting (Conference call) that is launched on-demand (at any time) by a Host who invites Participant(s) to the meeting and does not require any prior scheduling with the VNOC and for which resources are allocated at the time the call is established based on available Service resources.
- 27) **"Operating System Software"** – means the operating system software described in the manufacturer's service description for the Telepresence or Video Conference Equipment as being the standard ex-factory installation required to operate it.
- 28) **"Outage"** – means any event or circumstance (other than an Excused Outage) which results in a Service unavailability.
- 29) **"Participant"** – refers to an Endpoint (User or Site or Device) in an OVC Service Conference that was invited and has joined a conference that is being hosted and paid for by the Host/Moderator.
- 30) **"Payment Method"** – means the use of a valid Customer Credit-Card to pay for Pricing Plans as offered on the OVC Service Website. Currently only a credit-card can be accepted for valid Service payment.
- 31) **"Personal Identification Number"** or **"PIN"** – means a logically associated pair of 10-digit access codes/numbers used by the OVC Service to grant access to a specific Conference. The OVC Service user is provided with a static Host PIN and a logically associated Participant PIN as a pair. The Host PIN is tied to the Individual Account and all OVC Service usage linked to the Host PIN and its associated Participant PIN is responsibility of the Customer who owns the Individual Account.
- 32) **"Planned Maintenance"** – means any preventative, routine or scheduled maintenance which is performed with regard to the VNOC Service, the Supplier Network or any component thereof (including the Global Meeting Exchange infrastructure), which Supplier or its agents reasonably believe is necessary in order to prevent or remedy a defect which may affect Customer's use or access to the Service. Supplier shall endeavor to give Customer at least seven (7) days' notice of any Planned Maintenance event.
- 33) **"Point of Demarcation"** – is the point in the network where Suppliers responsibility stops and Customers responsibility starts for the management of the network or other non-Supplier infrastructure or Endpoints. The Demarcation Point for Individual Account is the public Internet, ISDN or PSTN Gateways located in the Global Meeting Exchange Network PoP.
- 34) **"Pricing Plans"** or **"Plan"** – means the rates and rate terms (i.e. Metered Usage Charges) associated with specific OVC Service offerings that you can select and purchase during the Registration Process.
- 35) **"Recharged"** or **"Account Recharge"** – the automated process by which a Bundled Minutes Package Pricing Plan is re-loaded with new plan minutes when you exhaust the existing minutes in your Account (i.e. when Account balance is zero (0) minutes).
- 36) **"Registration"** or **"Registration Process"** – means the process by which you provide Supplier the information necessary for Account Creation. The Registration Process may be completed on the Portal Website at <http://www.jamvee.com>.
- 37) **"Scheduled Conference"** – means any meeting scheduled with one or more hours' notice and confirmed by the VNOC and for which resources are allocated at the time the call is scheduled. This type of conference is supported as part of other services offered by Supplier and is independent of the OVC Service defined in this Agreement.
- 38) **"Self-Certification Process"** – means a process by which a Customer's private Endpoint or other external Participant Endpoints (i.e. a guest Endpoint) invited by the Host to an On-demand Video Conferencing, can attempt to connect to the Service and try to confirm access and basic connectivity/compatibility with the Service conference bridge and other Infrastructure components. There is no guarantee that such Endpoint will or will not be able to access the production Service using this process.
- 39) **"Self-Service Portal"** or **"Portal"** – means the Website application that provides OVC Service information and allows you to proceed with the Registration Process for Account Creation.

- 40) "**Service Schedule**" – means additional Service terms under which the OVC Service is being offered to Individual Account holders. These terms are defined in Annex 3 in this Agreement.
- 41) "**Service Specification**" – refers to the Service documentation as provided to Customer on the OVC Service Website. This documentation is updated from time-to-time, without notice, as new capabilities and features are added to the Service with new Service releases.
- 42) "**Service Terms**" – means the terms and condition under which the OVC Service is being offered by Supplier as defined in this Agreement including the Service Schedule terms outlined in Annex 3.
- 43) "**Severity 1**" – means a critical problem that stops the Service from functioning. The Service infrastructure is unusable and Customer is completely out of service. Severity 1 will, for example apply in case of a Global Meeting Exchange infrastructure hardware failure which requires component replacement or in case of a total network outage or failure in bridge equipment which will prevent Customer from launching or running an OVC Conference call.
- 44) "**Severity 2**" – means a major problem with severe impact on Customer's Service, but does not stop it from functioning. The Service is interrupted or severely degraded and Customer is not able to work at expected levels of performance and productivity. Also used for Severity 1 problem in the event Supplier provides a temporary solution to such problem this allows the relevant Service to function while awaiting final resolution by Supplier.
- 45) "**Severity 3**" – means a minor problem that does not seriously affect the Service availability or functionality. For example, Severity 3 will apply in cases where Customer's access to the Self-Service Portal Website is temporally degraded or unavailable to manage an Individual Account and generate/regenerate PIN codes.
- 46) "**Site**" – means a Managed Endpoint or a Non-Managed Endpoint belonging to Customer which contains Telepresence or Video Conferencing Equipment with connectivity to the Global Meeting Exchange OVC Service.
- 47) "**Subscribed Endpoints**" – means the Telepresence and/or Video Conferencing Endpoints registered with the Supplier's Gatekeeper/Call Manager via other Supplier services or via the Customer's private video infrastructure (i.e. for Non-Managed Endpoint). Currently, the OVC Service does not provide direct Endpoint registration.
- 48) "**Supplier Global Meeting Exchange Network**" – means the Supplier's Network and Infrastructure used by Supplier to provide the Global Meeting Exchange OVC Service.
- 49) "**Support Service**" – means the support service procured for the Endpoint equipment by the Customer from sources other than Supplier, either directly or via other Supplier services acting on behalf of the Customer.
- 50) "**Technical Helpdesk**" – means the technical support services provided as part of the OVC Service and as defined in the Service Schedule (see Annex 3 for details).
- 51) "**Tier 1**" – refers to basic level support such as "How do I..." and other problem resolution triage that would be part of the OVC Service. This may include making sure the User is using the correct/active Host or Participant PIN to access the conference. If unable to resolve an issue, the VNOC will either escalate to Tier 2 for Managed Endpoints or for Global Meeting Exchange infrastructure related issues or in all other cases refer the user to the Customer's support organization for Non-Managed, Certified Endpoints. Support for Non-Certified/Guest Endpoints will be limited to basic Tier 1 troubleshooting and Service infrastructure troubleshooting.
- 52) "**Tier 2**" – refers to the next level support for Managed Endpoints that are participating in an on-demand video conference where the VNOC will start troubleshooting issues as they are related to the managed equipment and network. The VNOC will work to either repair an issue or escalate it to the next level, either hardware or network or a combination of both. The VNOC will own and managed the problem resolution to completion. See Supplier's other Service Schedules for detailed terms and conditions pertaining to Managed Endpoints. Tier 2 support is not available to Individual Account users.
- 53) "**VNOC**" – means the Video Network Operations Center provided by Supplier that delivers technical support for the OVC Service including the Technical Helpdesk support available for Individual Accounts users.

- 54) "**Video Network Operations Center Service**" or "**VNOC Service**" – for OVC Service this is described in Section 3.2 of Annex 3 and includes 24x365 Help Desk for technical support and trouble ticket management for the OVC Service.
- 55) "**Website**" or "**Service Website**" – means the web interface through which Supplier provides you with access to information about the OVC Service, access to the Self-Service Portal, and access to your Individual Account(s). The Website may be found at <http://www.jamvee.com>. The Website includes access to Supplier's Acceptable Use Policy and Privacy Policy which governs your use of the Website.

25. Annex 2 – Supplier Entities and Country Specific Terms and Conditions

If Customer is a resident (as determined by the address specified in the Registration Process) in one of the countries below the Supplier shall be the entity set out across:

Customer's Country of Residence	Supplier
Australia	Tata Communications (Australia) Pty Limited
Austria	TCPoP Communication GmbH
Belgium	Tata Communications (Belgium) SPRL
Canada	Tata Communications (Canada) Ltd.
France	Tata Communications (France) SAS
Germany	Tata Communications Deutschland GmbH
Hong Kong	Tata Communications (Hong Kong) Limited
Hungary	Tata Communications (Hungary) LLC
India	Tata Communications Limited
Ireland	Tata Communications (Ireland) Limited
Italy	Tata Communications (Italy) S.r.l
Japan	Tata Communications (Japan) K.K.
Malaysia	Tata Communications (Malaysia) Sdn. Bhd
Netherlands	Tata Communications (Netherlands) B.V
New Zealand	Tata Communications (New Zealand) Limited
Norway	Tata Communications (Nordic) AS
Poland	Tata Communications (Poland) Sp. z o.o
Portugal	Tata Communications (Portugal) - Instalação e Manutenção de Redes, LDA
Russia	Tata Communications (Russia) LLC.
Singapore	Tata Communications International Pte. Ltd.
Spain	Tata Communications (Spain), S.L.
Sri Lanka	Tata Communications Lanka Limited
Sweden	Tata Communications (Sweden) AB
Switzerland	Tata Communications (Switzerland) GmbH
Taiwan	Tata Communications (Taiwan) Ltd
UK	Tata Communications (UK) Limited
USA	Tata Communications (America) Inc.

If Customer is not a resident in any of the countries above the Supplier shall be Tata Communications (UK) Limited.

Governing Law; Dispute Resolution. These Terms and Conditions shall be governed by the laws of the jurisdiction of the Supplier and the Parties irrevocably submit to the non-exclusive jurisdiction of the courts of the jurisdiction of the Supplier. In the event a Supplier Invoice is not disputed and Customer simply fails to pay, then Supplier may seek to recover the sum due in any court of competent jurisdiction without reference to its conflicts of law and Customer hereby submits to the jurisdiction of any such court.

Terms and Conditions Applying Only to Customers in the UK

- a. **Complaints** – Supplier is committed to ensuring that every effort is made by our Customer Service Center to resolve any disputes that you may have with us. However, if after following our internal complaint process you remain dissatisfied three months after your original complaint, then you have the option of referring your complaint to Otelu, the Office of the Telecommunications Ombudsman at P.O. Box 730, Warrington WA4 6WU, United Kingdom (email: enquiries@otelo.org.uk; phone: 0845 050 1614; fax: 0845 050 1615). Otelu is an independent, nonprofit organization approved by the British government to act as a neutral arbiter of communications related disputes.

- b. **Governing Law** – the Agreement shall be governed by and construed in accordance with the laws of England and Wales. Each party irrevocably agrees to submit to the jurisdiction of the Courts of London, UK over any claim or matter arising under or in connection with this Agreement or the legal relationships established by this Agreement.

Terms and Conditions Applying Only to Customers in the USA

- a. **Governing Law** – this Agreement shall be governed by and construed in accordance with the laws of the United States of America. Each party irrevocably agrees to submit to the jurisdiction of the Courts of the Commonwealth of Virginia over any claim or matter arising under or in connection with this Agreement or the legal relationships established by this Agreement.

Terms and Conditions Applying Only to Customers in India

- a. **Governing Law** – this Agreement shall be governed by and construed in accordance with the laws of India. Each party irrevocably agrees to submit to the jurisdiction of the Courts of Mumbai, India over any claim or matter arising under or in connection with this Agreement or the legal relationships established by this Agreement.

Terms and Conditions Applying Only to Customers in Canada

- a. **Governing Law** – this Agreement shall be governed by and construed in accordance with the laws of Canada. Each party irrevocably agrees to submit to the jurisdiction of the Courts of Toronto, Province of Ontario, over any claim or matter arising under or in connection with this Agreement or the legal relationships established by this Agreement.

26. Annex 3 – Service Schedule Terms

1. Applicability

This Service Schedule is applicable only to online Individual Accounts for Supplier's Global Meeting Exchange OVC Service which have been submitted by Customer and accepted by Supplier in accordance with the terms of this Agreement. The terms defined in this Annex refer only to OVC Service for Endpoints as supported by an Individual Account.

2. Service Components

2.1. On-demand Video Conferencing service

Supplier will provide an on-demand hosted video conference service to enable any-time meetings using Individual Account Customer Endpoints used by the Host/Moderator and their Participants. The Endpoints may also include Supplier's Public Rooms, Supplier' customers' Private Rooms and calls between the Customer's Private Rooms and connections to other Supplier's customers connected to the Global Meeting Exchange Network. This includes Guest Endpoints connecting via public networks such as the Internet, ISDN or PSTN (voice only). Supplier will make available a multipoint On-demand Video Conferencing service for Customer communications to other Endpoints that are connected to Supplier's Global Meeting Exchange Network including any Endpoints connecting via Supplier's private transport (e.g. Exchange Access Trunk or Endpoints connected via other Supplier video services) or via public transport (e.g. via Internet, ISDN, or PSTN (voice-only)).

Supplier will make Service available for Customer to launch on-demand video conferences from their Endpoints using a Host or Participant PIN for secure conference access to the Service conference bridge. Supplier' Website will enable the Account Administrator to managed the PIN associated with the Individual Account for Conference calls between Endpoints or between Endpoints in different countries and companies pursuant to and provided that local laws and regulations permit such meetings and all parties agree to meet.

Once the Account Administrator is provided with a Host and Participant PIN codes the User account (Host PIN) will become active and all conference calls usage minutes associated with that Host PIN will be charged to the Customer's Account based on the Metered Usage Charge options defined in this Agreement.

Supplier will provide related Service documentation on the OVC Service Website.

Certain geographical areas may have restrictions on availability of some of the following services and are dependent upon specifics to that region. These services include:

2.2. ISDN Gateway Services

Supplier provides ISDN to IP gateway services to allow H.320 Subscribed Endpoints to dial-in to the OVC Service and access a hosted conference. The call can be placed by the Endpoint via the ISDN Services provided by 3rd party service providers. Supplier also provides PSTN to IP (audio-only) gateway services to allow standard wired and wireless telephones (voice-only devices) to access a hosted conference on the OVC Service.

Each ISDN Endpoint will consume port(s) on the bridge and will be subject to the conference usage charges as defined in this Agreement. Any ISDN toll charges associated with access to the OVC Service via local service providers are the responsibility of the Customer.

Gateway Services are a shared resource that is made available to all Service subscribers and does not guarantee or reserve any ports or bandwidth for use by any specific customer. Service availability is provided on a first come, first served basis. Calls which are destined to a conferencing device other than the OVC Service are not covered by the terms of this Service Schedule and are not provided any form of guarantee of availability, call completion or performance.

NOTE - It is strongly recommended that Customer's use an ISDN service provider that guarantees that all B-channels take the same path from the endpoint to the Supplier's Gateway, in order to avoid certain technical issues associated with B-channels that don't take the same path to access the Service.

2.3. PSTN Gateway Services

Supplier provides PSTN to IP gateway services to allow wired/wireless audio-only telephone Endpoints to dial-in to the OVC Service and access a hosted conference using a voice only connection (no video). The call can be placed by the Endpoint via the Public Switched Telephone Network ("PSTN") using in-country toll-free or local/international toll-access conference numbers. Supplier

reserved the right, at any time and without notice, to offer new or cancel existing toll-free or toll PSTN access within a specific country. A list of current toll-free and toll access numbers is provided in the Service Specification.

This service is a shared resource that is made available to all Service subscribers and does not guarantee or reserve any ports or bandwidth for use by any specific customer. Each audio-only endpoint will consume a port on the bridge and will be subject to the conference usage charges as defined in this Agreement. Any PSTN toll charges associated with access to the OVC Service via local service providers are the responsibility of the Customer. Service availability is provided on a first come, first served basis. Calls which are destined to a conferencing device or audio device other than the OVC Service are not covered by the terms of this Service Schedule and are not provided any form of guarantee of availability, call completion or performance.

2.4. Internet-Based Gateway Access Services

Some OVC Service Conferences may require Endpoints to use the public Internet (as is the case with Endpoints associated with an Individual Accounts), and possibly in conjunction with Endpoints connected via the Supplier. Supplier makes no guarantee of reliability, security or performance of any services or information that traverse the public Internet. This Service Schedule does not provide any level of service guarantee for service outages or performance when the information or services being used rely on the public Internet for transport.

2.5. Multipoint Conference Services

Supplier provides multipoint calling capability in two forms:

- a. *On-demand Self-Service Bridging* - reservation-less, multipoint conferencing known as the On-demand Video Conferencing service or OVC Service. The Service is provided as a resource to all Global Meeting Exchange connected Endpoints including Individual Account users, enterprise Managed, enterprise Non-Managed, and Non-Certified/Guest Endpoints. Supplier shall use commercially reasonable efforts to provide availability of bridge resources/ports and bandwidth for the Service but does not guarantee that bridge resources and bandwidth will be available for Customer use at all times. The bridge resources used to provide the Service are shared resources that are made available to all Service subscribers and does not guarantee or reserve any ports for use by any specific customer. Endpoints using the Internet, ISDN or PSTN (voice-only) Gateways access have shared bandwidth resources that are made available to all Service subscribers and these access methods do not guarantee or reserve any bandwidth for use by any specific customer.
- b. *Scheduled Managed Bridging* – (not covered by this Service Schedule) Supplier also provides Scheduled Managed Bridging services for scheduled multipoint calling between Endpoints with guaranteed bridge resources and bandwidth but this is a separate and distinct service from the OVC Service defined in this Service Schedule.

Supplier shall use commercially reasonable efforts to provide performance of the multipoint conferencing Service at the video and audio quality standards currently supported by the Endpoint and infrastructure vendors when connected via a Supplier provided dedicated managed Quality of Service (QoS) Exchange Access Trunk. Supplier makes no guarantee of service or video and audio quality for any OVC Conference call that involves a connection via public access such as Internet, ISDN or PSTN (voice-only) access or for endpoints on a third party network not provided by Supplier.

Supplier provides a list of supported endpoints that have been tested with the current release of the OVC Service and are outlined in the Service Specification. Any endpoint or an endpoint with vendor software release that is not listed as supported in the Service Specification may or may not work with the Service. Supplier, at its own discretion, may provide limited, best-effort support for these endpoints. This support is limited to basic troubleshooting (e.g. checking to see if endpoint is on the non-compatible list, performing basic triage to check endpoint access to the service with active PINs, ensure that endpoint connectivity is working based on self-certification process, etc. All troubleshooting with respect to these non-supported endpoints will be at the discretion of Supplier). At no point does Supplier provide any service guarantees that these endpoints are or will be supported on the Service unless they are listed as supported endpoints in the Service Specification.

In addition, any video-enabled Endpoint that connects to the service via audio-only, for whatever reason, will be charged the standard Metered Usage Charges as specified in this Agreement for any conference time (minutes) that the endpoint accumulates as a participant of a conference on the Service.

2.6. Meeting application Endpoint

Supplier also provides an optional downloadable soft-client video conferencing application (software) to be used in conjunction with the OVC Service and that runs on a Customer provided Personal Device. The endpoint is customized and optimized to be use over the Internet in conjunction with the OVC Service and a Personal Device provided by the Customer. The Endpoint is also available for download to Customer's guest Participants who require a compatible Endpoint to join an OVC call hosted by Customer. This

Endpoint is offered on different Personal Device types using different operating systems. Current supported device and operating system requirements for the meeting application are defined in the Service Specification.

If this option is selected, the Customer agrees to:

- only use the meeting application Endpoint in accordance to the software End-User License Agreement (EULA) that accompanies this Endpoint when it is downloaded from Supplier's Portal Website,
- use the Endpoint in accordance with the instructions provided in the Service Specification,
- being responsible for the use of this Endpoint by any guest Participant invited by Customer to use this Endpoint to access the OVC Service as a Participant, and
- to only use this Endpoint with Supplier's OVC Service.

Supplier reserves the right, at any time and without notice, to discontinue availability and support for this optional meeting application Endpoint offering pending the terms defined in the meeting application EULA.

2.7. Self-Certification

Supplier also provides a feature of the OVC Service to self-test connectivity access and basic Endpoint compatibility with the Service conference bridge including other Service infrastructure components (e.g. SBC, Call Routing Manager, IVR, etc.). Self-Certified Endpoints are not included in the Service endpoint database. There are no Service charges for the Self-Certification Process and VNOC Help Desk support is limited to only best-effort support for those Endpoints. Self-Certification of an endpoint is not a guarantee that the endpoint is fully compatible with the Service. Supplier provides different private (e.g. E.164) and public URI/IP Address dialing for access to the Self-Certification feature on the OVC Service.

2.8. VNOC Service

The VNOC Service is defined to include, and is limited to, the following services from the perspective of Supplier's OVC Service (additional and more sophisticated VNOC services are available via other Supplier services such as Managed Services):

2.8.1. For On-demand Video Conferencing Dial-In

The user joins a Service bridge by dialing an access number, a URI address or an IP address and when prompted a Host or Participant PIN code as provided by the Account Administrator. In the event of launch or reconnection issues to the Service, and upon the end user calling the VNOC Technical Helpdesk, the VNOC operator will make a "best effort" attempt to determine the cause of the problem before escalating to either (a) Tier 2 or higher, in the event of Service infrastructure or a Supplier network issue, or (b) back to the Customer, in the event of Non-Managed Endpoint, Non-Certified/Guest Endpoints, or 3rd party network for trouble shooting and resolution. Since all Individual Account customers access the OVC Service over a public network, VNOC support will be limited to the Helpdesk support outlined in this Agreement.

2.8.2. Helpdesk Support

The VNOC Technical Helpdesk provides customer support for all active OVC Service Conference calls. Tier 1 support will be provided for Non-Managed Endpoints or Non-Certified/Guest Endpoints (i.e. Individual Account customers) and Tier 1 and 2 supports will be available for Managed Endpoints and for Supplier Network/Infrastructure issues. In either case, issues with the Service infrastructure (within the Global Meeting Exchange) will be escalated by Tier 1 to other higher Tiers for resolution. For Non-Managed Endpoints or Non-Certified/Guest Endpoints or any endpoint accessing Service on a "best effort" basis (e.g. endpoints connected via the Internet or ISDN or PSTN Gateway or via a 3rd Party Network to the Point of Demarcation specified in this Agreement) the Technical Helpdesk support will be limited to the following:

- Triage troubleshooting procedures for determining basic user Service issues including PIN verification, access numbers or URI verification, basic Internet network troubleshooting, basic ISDN network troubleshooting, basic PSTN (voice only) network troubleshooting, video related issue, audio related issues, bridge capacity issues, and scheduled meeting conflicts with the Service over shared trunks.
- Confirming that the endpoint and its software version is supported by the Service
- Making the user aware that there may be Customer configured dial-plan issues (e.g. dialing or trunk access codes/prefix, if required)

- Going through the Self-Certification process with the user and their endpoint
- For the Supplier provided meeting application, troubleshooting is limited to the application itself, the Portal used to download the App, and the core infrastructure (i.e. signaling and media servers) used by the application to register and access the OVC Service.
- For PSTN Audio-only Endpoints troubleshooting is limited to Supplier's PSTN Gateway and voice network only to the Point of Demarcation with other voice network service providers.

Once the basic triage has been performed by the Helpdesk, and if the issue is still not resolved and is deemed to be an issue beyond the Point of Demarcation with the Customer, then the issue will be closed and the user will be instructed to contact the Customer's IT Group or other third-parties (e.g. 3rd party network providers) for further resolution. In these cases Supplier is not responsible for technical issues beyond the Point of Demarcation with the Customer for endpoints or infrastructure not being managed by Supplier.

For Supplier provided meeting application, the troubleshooting does not include issues with Customer provided device hardware and software including device Operating System, device audio and video capture components (e.g. device cameras, microphones, speakers, etc.), and the device local Internet access to the Point of Demarcation with Supplier's Internet Service.

For Supplier PSTN Gateway access for audio-only Endpoints, Troubleshooting is limited to Supplier voice network and gateways.

2.8.3. System Upgrades

Supplier will pre-test new Service infrastructure software versions and once certified will inform Customer of service infrastructure upgrade in order for the Customer and Supplier to validate service continuity.

2.8.4. Proactive Monitoring and Capacity Management

Supplier will provide the technical solutions and/or process to monitor the Service infrastructure technology components using SNMP (Simple Network Management Protocol) or any other available protocols up to the Point of Demarcation with the Customer. Supplier shall use commercially reasonable efforts to monitor Service resource capacity (i.e. bridge ports) in order to minimize Service resource unavailability during peak periods, but Supplier makes no guarantee that the bridge and/or bandwidth resources (on oversubscribed trunks) will be available at any specific time for a OVC call.

2.8.5. Stewardship Reporting.

Supplier will provide Customer access to monthly stewardship reporting that captures Customer's Service usage in an OVC Summary Report. This report will be available via OVC Service Website.

3. Service Guarantee and Credits

Customer agrees that there are no guarantees or credits (i.e. Service Level Agreements) associated with an Individual Account on the OVC Service. Any Supplier offered guarantees and credits are limited to Tata Communications enterprise customers only for OVC Service purchased through other channels in which the Service is offered.

Customer does have the option to cancel Service based on the terms outlined in the **Cancellation based on Service Availability** section on this Service Schedule.

4. Installation & Commissioning of the Service

- a. For the purpose of provisioning the Service for the Customer, the Customer shall provide the information required during the Registration Process in order to setup the administrative account required by the Service. This information shall be used to automatically provision Customer access to the Website and the OVC Service.
- b. For a Customer accessing the OVC Service using an Individual Account from an Endpoint connected to an enterprise video network, the Customer must insure that the appropriate enterprise call manager, gatekeeper, and/or session border controller (SBC), endpoint and any other applicable infrastructure has been properly provisioning to access the Service over the Internet, ISDN or PSTN (voice only) depending on the Endpoint type and transport being used.
- c. Supplier shall use reasonable endeavors to:

- a) Establish connectivity between the Customer's Point of Demarcation and the OVC Service.
- d. Supplier is not responsible for:
 - a) any customization of software or any installation of software not provided by Supplier;
 - b) resolving problems or issues related to any Customer or 3rd Party owned infrastructure or Endpoints (i.e. not provided by or managed by Supplier) or software and hardware problems caused by third-party products, or by factors beyond Supplier's reasonable control;
 - c) providing any Customer premise hardware or software, unless separately ordered by Customer via other Supplier services, required to access and use the OVC Service, except for the Supplier's meeting application soft-client software as offered in this Agreement;
 - d) the condition and maintenance of the Customer Site and, the installation and maintenance of all in-premises cabling, which are the Customer's sole responsibility.
- e. The Customer shall provide, at its cost, the assistance Supplier reasonably requires to provide the Service, including designating an Account Administrator for the purpose of Account and PIN code management for the Customer's Account and provide training to end-users on basic use of the Service using the Service Specifications (documentation) provided by Supplier on the OVC Service Website. No direct training is available from Supplier for the OVC Service on Individual Account.

5. VNOC Service

5.1. VNOC Inbound Call Response Time

Supplier's VNOC Service shall target the following performance standards for VNOC Helpdesk response time for the OVC Service:

- Inbound call response time: ninety percent (90%) of all calls to the VNOC service answered within sixty (60) seconds (average speed of answer);
- This applies for all Managed, Non-Managed and Non-Certified/Guest Endpoints subscribing to the OVC service

Customer agrees that there are no guaranties or credits (i.e. Service Level Agreements) associated with VNOC Inbound Call Response Time for an Individual Account on the OVC Service.

5.2. Website Availability

Supplier shall use commercially reasonable efforts to make the OVC Service Self-Service Portal Website available 24 x 7 x 365 except for scheduled maintenance downtime. For OVC Service the Website is used to manage an Individual Account and generate static Host/Participant PIN by the Account Administrator including access to Service Specifications (documentation).

Customer agrees that there are no guaranties or credits (i.e. Service Level Agreements) associated with Website Availability for an Individual Account on the OVC Service.

5.3. Conference Overall Success

The Conference session will be deemed to be "Successful" when:

- For OVC Service Dial-In calls, a call is successful when the Host and at least one or more Participants are able to join the bridge pending resource availability (bridge ports are shared resources and may not be available during Service peak periods). A call is still deemed successful even if one or more of the following conditions is present during the call:
 - Participants dial into a call and are on hold pending Host arrival then dropped because the Host never joined the conference (Host must join the conference before participants can be placed on the bridge)

- Host dial into a call and is on hold pending Participant arrival then dropped because Participants never joined the conference (at least one participant must join the conference before the call can be placed on the bridge)
 - A Conference is denied access or is terminated at some point after the call starts due to oversubscription bandwidth conflict with a higher-priority Scheduled Conferences over an Exchange Access Trunk (Scheduled conferences always have higher priority for bandwidth resources across the an Exchange Access Trunk). This applies to Individual Accounts when one or more of the Endpoints on a call are participants from a Supplier enterprise customer.
 - A Participant or Hosts is denied access to a conference because the “Maximum Conference Size” for an OVC call has been exceeded as defined in this Agreement.
 - A Conference call or any leg in a Conference call on the OVC Service is disconnected by the Supplier’s Helpdesk at the request of the Host or a Participant on a Conference call.
- For OVC Service Dial In calls, the appropriate bridging resources are operational once the allocated Host or Participants are connected to the bridge and PIN codes are valid, and
 - Conditions causing Non-Compliance are logged by the customer with the VNOC through the VNOC trouble ticking system if the Customer calls within 24 hours of the event.

An OVC Service Conference shall be deemed to be Non-Compliant if it meets any of the conditions in the following Table:

Condition	Non-Compliant (NC)
Start Time (Dial In)	Conference Starts > 1 minute after Host and at least one participant dials in to the Service (pending available and allocated bridge ports and available bandwidth resource on an Exchange Access Trunk or shared Gateway resources)
Participation	Any of the Endpoints are not able to participate for reasons attributable to Supplier’s Service Infrastructure Equipment or managed transport (Exchange Access Trunk) to the Point of Demarcation with the Customer. Only applies to Endpoints for which bridge and bandwidth resources can be allocated at the time of the call.
Equipment functionality	Defective Supplier’s Service Infrastructure Equipment that is hosting the Conference causes a call to fail (pending available and allocated bridge ports and available bandwidth resource on an Exchange Access Trunk or shared Gateway resources)

Conference Success Rate shall be calculated as follows:

$\frac{(\text{Number of Successful Conferences} - \text{Number of Non-Compliant Conferences})}{\text{Total Number Conferences in a month}}$

For the purposes of this calculation, OVC Service conferences with Non-Certified/Guest Endpoints with inoperable or unsupported Endpoints shall be excluded. In addition, once Supplier has notified Customer of Service Infrastructure Equipment fault per the “Fault Reporting & Change Management” section of this Service Schedule, no additional conferences will be counted as Non-Compliant for the Endpoints affected by the Service Infrastructure Equipment Outage.

5.4. Cancellation based on Service Availability

Customer recognizes that Supplier is providing and Customer is purchasing a shared, cloud-hosted OVC Service based on the foregoing Service terms. Customer also agrees, that Supplier will use commercially reasonable efforts to provide availability of bridge resources/ports and bandwidth for the Service, but that such availability cannot be guaranteed at all times, especially during peak service times, which can result in the Customer failing to get Service access. As such, in the event that Supplier’s Conference Success Rate for Customer falls below 97% for three (3) consecutive months, in a calendar year, then Customer shall have the right to cancel the Services as per the Account Cancellation Terms specified in this Agreement.

Customer agrees that there are no guaranties or credits (i.e. Service Level Agreements) associated with Conference Success Rates for an Individual Account on the OVC Service.

6. Fault Reporting & Change Management

6.1. Fault Reporting

Supplier will monitor the Service Infrastructure Equipment 24x7 and will use all reasonable endeavors to raise trouble tickets on behalf of the Customer in the event of any Service Outage affects Customer's access to the Service.

Supplier will use reasonable endeavors to provide a root cause analysis report regarding the cause of the Service Infrastructure Equipment Outage and the preventive measures put in place in an effort to mitigate a reoccurrence. Supplier will use best efforts to perform the following and will provide the reports (as applicable) detailed in the following Table.

Fault Management & Reporting for Service Infrastructure Equipment	Target Response Times
Fault Notification	Within 30 minutes of outage
Assignment of Fault Reporting Trouble Ticket	Within 2 hours of the occurrence of fault
Severity 1 status update	Updates are given once per hour, depending on status. No updates given while Service Infrastructure Equipment RMA in transit.
Severity 2 status Update	Updates given twice per day
Severity 3 status Update	Updates given once per day if necessary
Root Cause Analysis Report (Severity 1 or 2)	Within 10 Business Days of restoration of the issue depending on its nature. Cases where the RCA is pending due to third party access providers or Internet/ISDN access are excluded from the measurement.

Customer agrees that there are no guaranties or credits (i.e. Service Level Agreements) associated with Fault Reporting for an Individual Account on the OVC Service.

6.2. Fault Management

Restoration of Service Infrastructure Equipment for Severity 1 and 2 issues according to the guidelines outlined in the following Table:

Fault Management Threshold	
Severity 1 Restore	Severity 1 incidents (Infrastructure Equipment down) restored within 24 hours. ¹
Severity 2 Restore	Severity 2 incidents (Infrastructure Equipment impaired) restored within 48 hours. ¹

Note 1: For the purposes of this calculation, downtime shall exclude the period from when an RMA request is logged with Supplier's contracted maintenance provider to the time when the equipment is restored to full functionality.

Customer agrees that there are no guaranties or credits (i.e. Service Level Agreements) associated with Fault Management for an Individual Account on the OVC Service.

6.3. Commitments

If Supplier fails to meet its committed Fault Management target, Conference Success Rate will be affected and thus the Customer option will be to cancel Service as per the terms in Section 5.4 in this Service Schedule.

6.4. Customer Responsibility:

The Customer shall:

- a. Exclusively use the OVC Service Website for Individual Account and PIN management. The Customer further understands that it is responsible for all applicable usage charges (as defined in this Agreement) associated with a specific Host PIN as provided to the Account Administrator.
- b. Not oversubscribe network circuits for either Managed Endpoints on an endpoint network circuit or Non-Managed and Non-Certified/Guest Endpoints on an Exchange Access Trunk as this can lead to performance degradation. Oversubscription occurs when the total number of simultaneous calls exceeds the available circuit bandwidth. Degradation due to oversubscription is not included in the Conference Success Rate.
- c. Understand that an Exchange Access Trunk that is overprovisioned¹ can lead to an oversubscribed network circuit when used by too many Non-Managed and/or Non-Certified/Guest Endpoints. This can occur when many Users try to access the Service at the same time and the number of simultaneous calls exceeds the available circuit bandwidth. The Service does provide call monitoring to prevent oversubscription for Non-Managed Endpoints that are certified and recorded/documented in the service database. It does this by denying access to the Service when the available bandwidth has been exceeded so that the performance of currently active calls is not degraded. Failure to fully certify an Endpoint by the VNOC, can lead to oversubscription scenarios and is not included in the Conference Success Rate.

Note 1: when the total number of possible endpoints within a Customer's enterprise that can connect via the trunk exceeds the trunk's bandwidth capacity.

- d. Provide Supplier or its contractors with all information, (including, without limitation, information regarding Endpoints, authorized personnel for PIN management (Account Administrator), and contact information for escalation of issues with Customer infrastructure, network, and/or Endpoints,) as is necessary or appropriate to provide the OVC Service.
- e. Acknowledge that not all Endpoints the Customer may have will be compatible with the Service and only Endpoints listed in the Service Specification provided by Supplier have been tested and are supported. Any Endpoint that the Customer's wishes to connect to the Service that is not listed in the Service Specification but is a standards compliant Endpoint, can be supported, at Supplier's sole discretion, only on a "best effort" basis, once the Customer requests that the Endpoint be fully certified by Supplier's VNOC. Without full certification, Supplier will provide limited, best-effort support for these endpoints. This support is limited to basic troubleshooting (e.g. checking to see if endpoint is on the non-compatible list, performing basic triage to check endpoint access to the service with active PINs, ensure that endpoint connectivity is working based on self-certification process, etc.). At no point does Supplier provide any service guarantees that these endpoints are or will be supported on the Service unless they are listed as supported endpoints in the Service Specification. Additional Site-Certification Charges or other custom charges will apply if customer requires additional trouble shooting and support for non-supported endpoints. Requesting an endpoint certification is not a guarantee that the endpoint will be compatible with or supported by the Service.
- f. Acknowledge that any video-enabled endpoint that connects to the service via audio-only, for whatever reason, will be charged the standard Metered Usage Rate as specified in this Agreement for any conference time that the endpoint accumulates as a participant of the conference on the Service.

7. Endpoint On-Boarding and Site-Certification

Endpoint On-Boarding/Certification for Individual Accounts is limited to Self-Certification only for Individual Account users.

8. Exclusions

Excused Outages which will disallow the Customer from exercise any right of termination include those due to:

- a. Customer premises equipment, or local access facilities ordered directly by Customer;
- b. Force Majeure Events;
- c. Anything which is associated with or caused by Planned Maintenance events or cable cuts on the Supplier Network (which are not otherwise due to the fault or negligence of Supplier);

- d. Anything caused by Customer electing not to release the Service for testing or repair and continuing to use the Service on an impaired basis or where the Customer has not released the Service to Supplier for maintenance or for the implementation of a Service Order Form;
- e. Anything which is due to Customer' use of bandwidth in excess of the committed bandwidth;
- f. False service level performance breaches reported as a result of outages or errors of any Supplier measurement system;
- g. Improper or incorrect use of Services by Customer

9. Disclaimer

Neither the Supplier nor its agents shall have any liability under any provision of this Agreement with respect to any performance problem, claim of infringement or other matter to the extent attributable to:

- a. any unauthorized or improper use or modification of the Global Meeting Exchange OVC Service;
- b. any unauthorized combination of the Global Meeting Exchange OVC Service with other equipment or services;
- c. any use of any version of the Global Meeting Exchange OVC Service other than the latest release of the Global Meeting Exchange OVC Service; or;
- d. any breach of the Agreement including this Service Schedule by Customer.

[END OF TEXT]