

**CONFERENCEING SERVICES
ADDITIONAL TERMS AND CONDITIONS OF SERVICE**

These Conferencing Services Additional Terms and Conditions of Service (these “Conferencing Terms of Service”) state important requirements regarding the use by Customer and any of its end users invitees, licensees, customers, agents or contractors of Conferencing Services offered by Granite and/or its affiliates through contracts with its Provider(s). These Conferencing Terms of Service state certain of Customer’s and Granite’s duties, obligations and rights. Customer should read them carefully as they contain important information. IF CUSTOMER DOES NOT AGREE TO THESE CONFERENCEING TERMS OF SERVICE, CUSTOMER MAY NOT USE CONFERENCEING SERVICES AND CUSTOMER MUST TERMINATE USE OF SUCH CONFERENCEING SERVICES IMMEDIATELY. These Conferencing Terms of Service are in addition to the General Terms of Service.

The following additional terms and conditions are applicable to all Conferencing Services:

1. Services.

1.1 Description of Services. “Conferencing Services” consist of audio conferencing (“Audio Conferencing Services”) and web conferencing (“Web Conferencing Services”).

1.2 Equipment. If applicable, Conferencing Services will utilize CPE purchased at Customer’s own expense (unless otherwise provided in the Service Order Documents) and either provided by Granite or otherwise approved by Granite and/or its Provider(s). With respect to CPE provided by Granite, Customer shall (a) use such CPE for Conferencing Services provided by Granite and Customer is not authorized to use the CPE for any other purpose; (b) comply with all documentation and manufacturer’s instructions; and (c) take reasonable measures to protect and care for the CPE. Customer is responsible for all loss, damage or destruction to Granite provided CPE. Promptly upon notice from Granite, Customer shall eliminate any hazard, interference or Service obstruction that any such CPE is causing or may cause as reasonably determined by Granite. Granite may, at its sole and absolute discretion, suspend Service if any CPE does not comply with the provisions herein.

1.3 Provisioning. Customer shall provide the following information for each end user that is registration to use Audio Conferencing and/or Web Conferencing: (a) name; (b) business address; (c) telephone number; (d) email address; and (e) time zone where end user is located.

1.4 Additional Terms. Additional terms and conditions applicable to all Conferencing Services are set forth in **Attachment A** to these Conferencing Terms of Service, attached hereto and incorporated herein.

2. Rates and Charges; Early Termination Fees.

2.1 Rates and Charges. In addition to the Rates and Charges to be paid by Customer for Conferencing Services set forth in Service Order Documents: (a) international audio rates differ from the above and will be provided on an as needed basis; and (b) in addition to the MRC, the audio conferencing rates set forth on the Service Order Documents shall apply to each Web Conference.

2.2 Early Termination Fees. If any specific Conferencing Services or the Agreement is disconnected or terminated after the Service Start Date but prior to the end of the initial minimum Service Term or any renewal Service Term selected by Customer, Customer shall be charged an Early Termination Fee in an amount equal to: (a) 100% of the monthly recurring charges for the remaining number of months (or portions thereof) under the then current Service Term of the specific Conferencing Services (including the remaining portion of any amortized CPE charges), plus (b) any and all outstanding funds due to Granite at the time of termination, including, but not limited to, rendered service, hardware and installation fees, plus (c) any installation, construction, CPE or other non-recurring charges waived or discounted by Granite fees and any and all credits, allowances, discounts and/or other customer incentives provide by Granite to Customer, plus (d) actual expenses incurred by Granite to activate or terminate Conferencing Services.

3. Service Term. The initial minimum Service Term of all Conferencing Services shall begin on the Service Start Date and shall be as set forth in the applicable Service Order Documents or other writing accepted by Granite,

provided, notwithstanding the foregoing, all Conferencing Services shall commit to, and shall be deemed to have committed to, an initial minimum Service Term of at least twelve (12) months from the Service Start Date. Service Terms may be extended for additional monthly increments due to specific offerings or promotional terms. After the end of the initial minimum Service Term selected by Customer, and any renewal Service Terms selected by Customer, the Service Term shall automatically renew and continue on a month to month basis unless Customer provides prior written notice to Granite at least thirty (30) days prior to the end of the then current Service Term or the service is otherwise terminated in accordance with the Agreement.

Dated and effective as of September 7, 2016.

Attachment A
Additional Terms

1.1 **Trademarks and Marketing Collateral.** Customer has no right to use the trade names, logos, trademarks or slogans of Granite or its underlying carrier(s)/provider(s) without the written consent of Granite and/or its underlying carrier(s)/provider(s), as applicable, and any such use with such consent shall only be in the manner expressly approved and consented to. Customer shall provide to Granite for its prior review and written approval, all promotions, advertising or other materials or activities using or displaying Granite's or its underlying carrier(s)/provider(s)' trade names, logos, trademarks or slogans. Customer agrees to change or correct, at its expense, any such promotions, advertising or other materials or activities which were not approved in writing and which Granite or its underlying carrier(s)/provider(s), as applicable, in its sole discretion, determines to be inaccurate, misleading or otherwise objectionable.

1.2 **Acceptance for Conferencing Services.** Granite reserves the right to reject any orders for Conferencing Services submitted by Customer in the event that Customer is more than thirty (30) days late in payment of undisputed amounts of any invoices to Granite. Granite reserves the right to discontinue services upon reasonable notice to Customer (such notice not to be less than 10 days) in the event that Customer is engaged in abusive or illegal activity in connection with its use of Conferencing Services. Neither Granite nor its underlying carrier(s)/provider(s) shall be liable to Customer or any third party should Granite exercise its right to discontinue Conferencing Services, in whole or in part, as provided in this Section 2(b).

1.3 **Warranty.** Except for Conferencing Service Level Agreements, ALL CONFERENCING SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND GRANITE AND ITS UNDERLYING CARRIER(S)/PROVIDER(S) SHALL NOT HAVE ANY LIABILITY TO ANY PARTY, INCLUDING, BUT NOT LIMITED TO, CUSTOMER AND ITS END USERS, FOR THE CONTENT OF INFORMATION TRANSMITTED BY CUSTOMER OR THIRD PARTIES THROUGH CONFERENCING SERVICES OR ANY LOSS, DELAY, INTERRUPTION OR INACCURACY OF SUCH COMMUNICATIONS. GRANITE DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES OR COVENANTS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT REGARDING CONFERENCING SERVICES. GRANITE MAKES NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF CONFERENCING SERVICES, AND ANY MATERIAL, AND/OR DATA DOWNLOADED, UPLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF CONFERENCING SERVICES IS AT CUSTOMER'S OR THIRD PARTIES' OWN DISCRETION AND RISK.

1.4 **Disclaimer and Limitation of Liability; Indemnification.**

(a) GRANITE'S AND ITS UNDERLYING CARRIER(S)/PROVIDER(S)' TOTAL LIABILITY FOR ANY AND ALL CLAIMS ARISING UNDER OR RELATED TO CONFERENCING SERVICES, WHETHER BASED IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL NOT EXCEED AN AMOUNT EQUAL TO THE CHARGES BY GRANITE TO CUSTOMER FOR CONFERENCING SERVICES PERFORMED BY GRANITE DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE OF EVENT, ACT OR OMISSION GIVING RISE TO THE LIABILITY.

(b) Customer will defend, indemnify and hold Granite and its underlying carrier(s)/provider(s) and its affiliates and subsidiaries and their respective members, stockholders, directors, managers, officers, employees and/or agents harmless against any claims, action, demands or other liabilities (including without limitation, reasonable attorneys' fees and court costs) arising out of or relating to (A) with respect to third party claims, any grossly negligent acts or omissions of the performing party or the performing party's agents, affiliates, or employees in connection with Conferencing Services; (B) violation of applicable law by Customer; or (C) the failure of Customer comply with any order, rule, law statute, ordinance and/or regulations.

1.5 **Interpretation; Amendment.** For the avoidance of doubt, in the event of a conflict between any terms of these Conferencing Terms of Service and the General Terms of Service or any other agreement, document,

schedule, order form or attachment, the terms of these Conferencing Terms of Services shall control for the subject matter thereof. Any additional or different terms and conditions included in any order placed through Granite shall have no force and effect, unless such is executed in writing by Granite and Customer. No amendment by Granite of these Conferencing Terms of Service shall serve to constitute a default or termination by Granite of these Conferencing Terms of Service, nor shall such amendment serve to be a basis for Customer's termination of Conferencing Services.

1.6 Recordings. Use of conference recording or taping any use of Conferencing Services may subject Customer and/or its end users to laws or regulations. Customer for itself and any end users acknowledges and agrees that Customer and its end users may not record or tape any web, video or telephone conversation in connection with Conferencing Services unless Customer or its end user is in compliance with all laws relating to the recording of communications and protecting the privacy of communication for all parties to the conversation. Granite and its underlying carrier(s)/provider(s) have not, will not, and are not expected to, provide Customer and/or its end users with any analysis, interpretation or advice regarding compliance with applicable laws, rules, regulations and/or practices relating to recording or taping of Conferencing Services, and Customer and/or its end users are solely responsible and obligated to provide any required notifications to participants prior to commencement of conferences.

1.7 No Emergency Calls. CONFERENCING SERVICES ARE NOT TRADITIONAL TELEPHONE SERVICES, AND CONFERENCING SERVICES ARE NOT INTENDED TO SUPPORT OR CARRY ANY EMERGENCY CALLS TO ANY EMERGENCY SERVICES OF ANY KIND. CUSTOMER NEEDS TO MAKE ADDITIONAL ARRANGEMENTS IN ORDER TO ACCESS EMERGENCY SERVICES.

1.8 Contact. Granite's underlying carrier(s)/provider(s) may contact Customer or an end user to communicate information regarding Conferencing Services, limited to Conferencing Services maintenance or other issues affecting the availability of Conferencing Services, provided that Granite's underlying carrier(s)/provider(s) will use commercially reasonable efforts to first notify Granite prior to contacting any Customer or an end user.

1.9 Web Conferencing Services. The following additional terms and conditions are applicable to all Web Conferencing Services.

(a) Term. Granite requires all Web Conferencing Services to commit to an initial minimum service term of at least twelve (12) months ("WC Initial Subscription Term") in length for each individual subscription ("WC Subscription"). Each individual WC Subscription shall automatically renew for successive twelve (12) month terms (each, a "WC Renewal Term," and together with the WC Initial Subscription Term, the "WC Term") and Customer shall be liable for the then-current monthly recurring fees for such Renewal Term, unless either party delivers written notice of intention not to renew at least thirty (30) days prior to the expiration of the applicable WC Initial Subscription Term or any WC Renewal Term. Customer's initial service term begins upon the specific individual WC Subscription Service Start Date. For the avoidance of doubt, Granite has the right, at all times and in addition to all other termination rights permitted by these Conferencing Terms of Service, to terminate Web Conferencing Services for its convenience and without liability by providing at least ninety (90) days prior written notice (invoice stuffers and emails permitted) to Customer, with such terminations effective as of the date designated in the applicable termination notice.

(b) Early Termination. In the event of any termination, other than as a result of Granite's material breach in providing Web Conferencing Services, Customer remains responsible for any and all fees and charges for each specific individual WC Subscription as follows ("Early Termination Fee") (i) 100% of the monthly recurring charges for the remaining number of months (or portions thereof) under the then current service term of the specific Web Conferencing Service, plus (ii) any and all outstanding funds due to Granite at the time of termination, including, but not limited to, rendered service, hardware and installation fees, plus (iii) any non-recurring charges waived or discounted by Granite.

(c) Upgrades. Where permitted by Granite, at its sole discretion and subject to Customer meeting all pre-conditions identified or communicated to Customer for the upgrade offers, if applicable, to Customer, Customer may upgrade subscription plans for Web Conferencing Services. Nothing herein shall be deemed to require Granite to permit and/or allow any upgrades. For the avoidance of doubt, to the extent permitted

by Granite and Customer meeting all pre-conditions Customer shall remain responsible for all fees and charges due and incurred for Web Conferencing Services provided under an existing subscription plan through the upgrade effective date and is not and will not be entitled to any partial months credits or refunds of any kind as a result of the upgrade. After any upgrade effective date, Customer shall be responsible for the increased fees and charges associated with the upgrade, including without limitation any new and/or additional charges associated therewith, which may include without limitation, for any overages.

(d) Intellectual Property; Marketing; Images and Links. Customer is being granted a limited, non-exclusive, non-transferable, non-sublicensable revocable right to use Web Conferencing Services, and any software associated with Web Conferencing Services, solely for online meetings and web conferencing and collaboration. All other rights are reserved by Granite, and Customer agrees that it shall not remove, obscure or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to or contained within Web Conferencing Services. Customer acknowledges and agrees that all third-party information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which Customer may have access to as part of, or through the use of Web Conferencing Services are the sole responsibility of the individual or entity from which such content originated ("Third-Party Content"). Such Third-Party Content may be protected by intellectual property rights that are owned by the sponsors or advertisers who provide such Third-Party Content to Granite's underlying carrier(s)/provider(s) (or by other individuals or entities on their behalf). Customer may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Third-Party Content (either in whole or in part). Granite and its underlying carrier(s)/provider(s) reserve the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Third-Party Content from Web Conferencing Services. Granite and its underlying carrier(s)/provider(s) may also provide tools (but has no obligation) to filter out explicit content, and Customer understands that by using Web Conferencing Services, Customer may be exposed to Third-Party Content that Customer or its end users may find offensive, indecent or objectionable. Customer uses Web Conferencing Services at Customer's own risk. Customer understands that by using Web Conferencing Services with a webcam or other photographic or video device and/or a microphone, Customer will transmit images and audio to end users. Customer hereby releases, discharges and agrees to hold harmless Granite and its underlying carrier(s)/provider(s) and their respective officers, directors, employees, affiliates and suppliers from and against any and all claims and demands, including but not limited to, any claims for copyright infringement, defamation, invasion of privacy or right of publicity, arising out of or in connection with any use of the images and/or audio. Web Conferencing Services may include links to other web sites ("Linked Sites"). Customer acknowledges and agrees that such links are provided for convenience only and do not reflect any endorsement by Granite or its underlying carrier(s)/provider(s) with respect to the providers of the Linked Sites or the quality, reliability or any other characteristic or feature of the Linked Sites. Granite and its underlying carrier(s)/provider(s) are not responsible in any manner (including without limitation with respect to any loss, damage or injury Customer may suffer) for any matter associated with the Linked Sites, including without limitation, the content provided on or through the Linked Sites or Customer's reliance thereon. GRANITE AND ITS UNDERLYING CARRIER(S)/PROVIDER(S) MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY LINKED SITES. CUSTOMER'S OR OTHER THIRD PARTIES USE OF ANY LINKED SITES IS SUBJECT TO THE TERMS AND CONDITIONS APPLICABLE TO THAT SITE AND SOLELY AT CUSTOMER'S OWN RISK.

(e) Feedback. Granite welcomes feedback regarding Web Conferencing Services. Any ideas, suggestions, comments and/or other feedback Customer provides to Granite ("Feedback") shall be deemed to be non-confidential and Granite and its underlying carrier(s)/provider(s) shall be free to use such information on an unrestricted basis. Customer should only provide specific Feedback on Web Conferencing Services and should not include any ideas that Granite and its underlying carrier(s)/provider(s) policy will not permit it to accept or consider. Neither Granite, its underlying carrier(s)/provider(s) nor any of their respective employees accept or consider unsolicited ideas of any kind, including ideas for new or improved services, products or technologies, enhancements or new service names. The following terms shall apply to submissions of all Feedback and Customer agrees that: (i) all submissions and their contents will automatically become the property of Granite or its underlying carrier(s)/provider(s), without any compensation; (ii) Granite or its underlying carrier(s)/provider(s) may freely and irrevocably use, disclose, reproduce, license, sublicense, distribute or redistribute and otherwise commercialize the submissions and their contents for any purpose and in any way throughout the world, without royalty; (iii) there is no obligation for Granite or its underlying carrier(s)/provider(s) to review the submission; and (iv) there is no obligation to keep any submissions confidential. For the avoidance of doubt, Customer will not submit any

Feedback to Granite that (I) Customer has reason to believe is subject to any patent, copyright, or other intellectual property claim or right of any third party; or (II) that is subject to license terms that seek to require any Web Conferencing Services incorporating or derived from any Feedback, or other intellectual property, to be licensed to or otherwise shared with any third party.

(f) Named End Users, Content and Conduct/Use. To use Web Conferencing Services, end users must be 18 years or older, if an individual, and must complete the sign-up /registration process, which includes, without limitation, providing a valid email address, agreeing to be bound by these Conferencing Terms of Service and meeting such other requirements as Granite directs. Customer agrees to maintain and update each end users registration information as required to keep it current, complete and accurate. If Granite discovers that any of end users' registration information is inaccurate, incomplete or not current, Granite may suspend and/or terminate such end user's right to access and receive Web Conferencing Services. Granite further retains the right to reject a registration application in its sole discretion and without a requirement to provide a reason. Without limiting the foregoing, Granite may refuse Web Conferencing Services to any individual or entity who has cancelled any number of previous accounts. Only Named End Users may schedule conferences using Web Conferencing Services, and there may be only one end user assigned to any Named End User licenses to be used in connection with Web Conferencing Services. For the avoidance of doubt, Named End User licenses cannot be shared among multiple individuals and separate Named End User licenses must be purchased for each end user. Named End Users may only include up to the total number of Maximum Meeting Participants in any single conference. For the purposes of this provision and Web Conferencing Services, a "Named End User" is an individual designated and identified by Customer as an organizer/administrator who is authorized to schedule conferences using Web Conferencing Services and "Maximum Meeting Participants" means the maximum number of meeting participants, including the Named End User, that may be in a conference using Web Conferencing Services at the same time as designated by Granite. Only one conference using Web Conferencing Services may occur at any given time (i.e. no concurrent meetings) per licensed Named End User. Named End Users may not combine with other Named End Users or otherwise expand a conference using Web Conferencing Services scheduled by a Named End User to allow more than the Maximum Meeting Participants. For each conference using Web Conferencing Services scheduled by a Named End User, the Named End User must (i) initiate or schedule the conference; (ii) host the conference by entering as a presenter; and (iii) act as an organizer of the conference through use of their organizer identification. Customer is at all times responsible for monitoring and maintaining the use of the Named End User licenses within the foregoing parameters, and Customer shall indemnify Granite in the event a claim is brought or damages are incurred due to Customer's misuse of the Named End User license. A Named End User designation may not be transferred to another Customer employee except upon (I) termination of the Named End User's employment with Customer, or (II) in all other instances, Granite express prior written approval.

(g) Content and Conduct/Use. Customer acknowledges that Granite and its underlying carrier(s)/provider(s) has no control over the content of information transmitted by Customer or end users through Web Conferencing Services (whether visual, written or audible) and that Granite and its underlying carrier(s)/provider(s) do not examine the use to which Customer or end users puts Web Conferencing Services or the nature of the information end users send or receive. Customer acknowledges and agrees that Granite and its underlying carrier(s)/provider(s) shall have no liability for the deletion or failure to store any information, content or data transmitted using Web Conferencing Services. Further, Customer expressly agrees: (i) to comply with all applicable foreign, federal, state/provincial and local laws relating to use of Web Conferencing Services under these Conferencing Terms of Service (including without limitation, export and control laws and regulations); (ii) not to upload, post, email or otherwise transmit content through use of Web Conferencing Services that (A) infringes any third-party intellectual property or other proprietary rights or rights of publicity or privacy; (B) is unlawful, threatening, abusive, harassing, tortuous, libelous, defamatory, deceptive, fraudulent, invasive of another's privacy, vulgar, obscene, hateful or discriminatory or otherwise contains objectionable material of any kind or nature; (C) violates any law, statute, ordinance or regulation (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination or false advertising); (D) is profane, indecent, obscene, harmful to minors or child pornographic; (E) contains any viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information or property of another; (F) that includes any unsolicited or unauthorized advertising or marketing; and/or (G) is materially false, misleading or inaccurate or that Customer does not have the right to transmit under any law or under contractual or fiduciary relationships; (iii) not to: (R) impersonate any person or entity, falsely or otherwise misrepresent your affiliation

with a person or entity, or forge headers or otherwise manipulate identifiers in order to disguise the origin of any content uploaded, posted, emailed or otherwise transmitted; (S) harvest or otherwise collect information about others, including e-mail addresses, without their consent; (T) use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity that is not an end user of Web Conferencing Services any directory of other end users or usage information or any portion thereof other than in the context of Customer's use of Web Conferencing Services; (U) reproduce, duplicate, copy, sell, trade or resell Web Conferencing Services for any purpose, including Customer may not act as a service bureau for Web Conferencing Services or rent, lease, grant a security interest in, or otherwise transfer any rights in the use of Web Conferencing Services; (V) use or exploit any portion of Web Conferencing Services to provide commercial Web Conferencing Services to third parties or otherwise generate income from Web Conferencing Services or use Web Conferencing Services for the development, production or marketing of a service or product substantially similar to Web Conferencing Services; (W) interfere with, damage, disable, overburden, impair or disrupt hardware, software or networks connected to Web Conferencing Services, or any other end users of Web Conferencing Services, or violate the regulations, policies or procedures of any networks; (X) attempt to gain unauthorized access to Web Conferencing Services, other accounts, computer systems or networks connected to Web Conferencing Services, through password mining or any other means; (Y) reverse engineer, modify, decompile, disassemble, translate or otherwise attempt to derive source code from any part of Web Conferencing Services or associated software; and/or (Z) use Web Conferencing Services for illegal purposes (including without limitation, gambling or betting); and (iv) Customer is solely responsible for any and all activities that may occur under Customer's account and to maintain the confidentiality and security of its Host ID, access numbers, keys and passwords/passcodes. Customer agrees to notify Granite immediately if there has been an unauthorized use of its Host ID and/or any access numbers, keys and/or passwords/passcodes or any other breach of security, and Customer shall be liable for fraudulent charges until such time as Customer has notified Granite to suspend any compromised Host IDs, access numbers, keys and/or passwords/passcodes. Customer acknowledges that Granite may from time to time monitor for quality assurance and fraud detection and may further gather system data. Further, and notwithstanding confidentiality provisions herein, Granite may disclose information about Customer's use of Web Conferencing Services to satisfy any law, regulation, government agency request, court order, search warrant, subpoena or other legal process.

(h) Compatibility. Granite does not warrant that Web Conferencing Services will be compatible or interoperable with Customer's or end user's hardware, software, equipment and/or devices (collectively, "Customer Equipment"). Customer acknowledges that compatibility and interoperability problems can cause the performance of Customer Equipment to diminish or fail, and may result in damage to such Customer Equipment, loss of data or corruption of software or files. Granite and its underlying carrier(s)/provider(s) are not, and will not be, liable to Customer or any third party for any losses suffered resulting from or arising in connection with compatibility or interoperability problems.