

ADDITIONAL TERMS OF SERVICE FOR USE OF MICROSOFT OFFICE LIVE MEETING

These Terms and Conditions were last revised 31 January 2013 and are subject to periodic revisions and updates.

IMPORTANT- READ CAREFULLY: CUSTOMER'S USE OF THE MICROSOFT OFFICE LIVE MEETING SERVICES ("MICROSOFT SERVICES") IS CONDITIONED UPON CUSTOMER'S COMPLIANCE WITH, AND AGREEMENT TO BE BOUND BY, THESE ADDITIONAL TERMS OF USE FOR MICROSOFT OFFICE LIVE MEETING ("MICROSOFT TERMS").

IF CUSTOMER DOES NOT AGREE WITH THESE MICROSOFT TERMS, DO NOT USE THE MICROSOFT SERVICES. CUSTOMER IS ENCOURAGED TO PRINT OR DOWNLOAD THESE TERMS AND CONDITIONS AND TO REGULARLY CHECK THIS WEBSITE TO OBTAIN TIMELY NOTICE OF ANY CHANGES TO THESE MICROSOFT TERMS, WHICH MAY OCCUR FROM TIME TO TIME AND AT ANY TIME WITHOUT NOTICE.

By using the Microsoft Services, Customer agrees to the following Microsoft Terms. Terms which are capitalised which are not defined in these Microsoft Terms but are defined the Standard Terms and Conditions, shall have the same meaning as in the Standard Terms and Conditions located on this website.

1. SERVICE

- (i) These Microsoft Terms are in addition to ECT's standard terms and conditions which are available at <http://www.ect.com.au/files/Terms and Conditions -ECT.pdf> or such other terms and conditions agreed between ECT and the Customer.
- (ii) Except where otherwise specified by ECT, the Microsoft Services shall be supplied to Customer on a User Subscription License; or Committed Minutes basis.

2. USER SUBSCRIPTION LICENSE ("USL")

- (i) Only one Live Meeting conference may occur at any given time (i.e. no concurrent meetings) per licensed User.
- (ii) For each Live Meeting conference, at least one User must schedule the Live Meeting conference and must:
 - (A) host the Live Meeting conference by entering it as a presenter; and
 - (B) act as an organiser of the Live Meeting conference through use of their organiser identification.
- (iii) Valid Users are the only individuals licensed to schedule a Live Meeting conference. Each scheduled Live Meeting conference may include up to a total of the number of Maximum Meeting Participants. Users may not combine with other Users or otherwise expand a Live Meeting to allow more than the Maximum Meeting Participants.
- (iv) There may be only one User assigned to a USL. A single USL cannot be shared among multiple individuals and a separate USL must be purchased for each individual. USL cannot be transferred from one User to another.
- (v) Customer is at all times responsible for monitoring and maintaining the use of its USL(s) within the foregoing parameters, and the Customer shall indemnify ECT in the event a claim is brought or damages are incurred due to Customer's misuse of any USL or Microsoft Services.
- (vi) A USL designation may not be transferred to another User except upon:
 - (A) termination of the USL licensed employees' employment with Customer, or
 - (B) in all other instances, ECT's express consent.
- (vii) A USL is a license for an individual who may schedule and host meetings. USL licensed users can hold an unlimited number of meetings up to a designated number of participants. One meeting per user host is allowed at one time.

- (viii) A USL is required for every internal user who conducts or attends a meeting.
- (ix) External meeting participants do not require a USL license.
- (x) A meeting may not exceed the designated number of participants. The meeting cap is 15 participants for the meeting scheduled by organisers licensed under the Standard USL and 1,250 for organisers licensed under the Professional USL. There is no Overage associated with the USL model.
- (xi) Compliance audit: On a quarterly basis, Microsoft will audit the Live Meeting user base from each reseller and help them maintain compliance with the new licensing model. Any customer found non-compliant will be addressed with the Premiere Global Services by Microsoft, and Premiere Global Services will notify the customer of their violation of service terms and conditions, and work to rectify the situation with the customer.

3. LIVE MEETING MICROSITE

- (i) A Live Meeting microsite is a company specific site with a unique URL; for example, <http://www.livemeeting.com/cc/ECTtrialapac>. A Live Meeting microsite will only list meetings for that customer.
- (ii) A Professional microsite can also be customised and branded. Additional custom development will incur additional charges and will be quoted separately.
- (iii) Live Meeting microsites are available with USLs, committed and non-committed minutes. Only one type of product can be used per microsite. Microsoft offers two Live Meeting USL licensing levels - Standard and Professional. Standard and Professional licenses will be provisioned on separate URLs unless a single URL is specifically requested. Unlimited storage is included with every Live Meeting microsite. Recordings are created in the WMV format. Premiere Global Services does not offer editing services on recordings. Recording replays are available in a streaming format, and are accessible by clicking a URL. The moderator can save a copy of the recording to a computer, then distribute it as desired. For example, CDs can be made or it can be posted to an intranet site. These actions must be done by the customer; Premiere does not offer CD production or other post-recording services.

4. BILLING TERMS FOR COMMITTED MINUTES

- (i) For each Live Meeting order based on a minimum committed level of usage, Customer is liable for the greater of such minimum commitment or twelve months' charge, regardless of Agreement expiration or termination date.
- (ii) Any minutes purchased that remain unused by Customer at the end of each month of the commitment period shall be forfeited with no credit or refund to Customer.
- (iii) In the event that Customer's usage exceeds the level set forth in a particular tier, excess minutes shall continue to be charged at the same rate. Customer may increase the committed minutes any time by a written notice, to enjoy lower price per minute.
- (iv) Fees payable by Customer for Overage amounts shall be invoiced monthly, in arrears, on the basis of minutes of use.

5. MISCELLANEOUS

5.1 Privacy

- (i) The Privacy Policy for the provision of Live Meeting Services may be found at (<http://main.placeware.com/support/privacy.cfm>) ("Privacy Policy") and Customer hereby agrees that it has accessed and read the Privacy Policy, that it is part of these terms and conditions, and that it is incorporated herein by this reference.
- (ii) Customer agrees to the terms and conditions of the Privacy Policy as if the "you" referenced therein is a reference to the Customer.
- (iii) Microsoft may revise its Privacy Policy site at any time by the posting of amended terms to the site.
- (iv) All amended terms will automatically become effective ten (10) days after they are posted on the site. Customer agrees to be bound by such amended terms.

5.2 Terms of Service

The Microsoft Office Live Meeting Terms of Service can be found at <http://office.microsoft.com/en-us/help/HA101063371033.aspx>. By using the Microsoft Services the Customer agree to Microsoft Office Live Meeting Terms of Service.

6. RECORDS AND AUDITS.

- (i) ECT shall have the right, upon given the Customer reasonable notice in writing, to audit the Customer's records during normal business hours to ensure Customer's compliance with the above requirements.
- (ii) ECT will pay the reasonable cost of the audit unless it is found that the Subscriber is misusing the Microsoft Service including where the Customer:
 - (A) exceeded the number of allowable Meeting participants,
 - (B) shared a Named Host account among multiple Employees,
 - (C) having a host hold multiple meetings at the same time in excess of the maximum number participants;
 - (D) providing a Named Host account to a non-Employee, or
 - (E) misrepresented the total number of Employees.

7. AGREEMENT TERM / RENEWAL.

- (i) All Microsoft Live Meeting Microsites require a 12 month commitment.

- (ii) Recurring monthly charges for Microsites are billed in equal monthly instalments, in advance, for the upcoming month's services.
- (iii) Customer is liable for the full term charge for Microsites regardless of Agreement expiration or termination date.
- (iv) Service shall commence upon the Start Date, and shall continue for 12 months (s) thereafter ("Initial Term"), with 12 month renewal terms continuing indefinitely thereafter (each a "Renewal Term").

8. INTELLECTUAL PROPERTY RIGHTS

- (i) ECT and/or its suppliers will own all rights, title and interest, including all related Intellectual Property, to any suggestions, ideas, feedback, improvements, recommendations or other information created, conceived, or reduced to practice, by or on behalf of Customer, any viewer or any subscriber to Microsoft Services.
- (ii) Notwithstanding the preceding paragraph, nothing in these Microsoft Terms creates or transfers any right or interest in any Intellectual Property Rights held by the Customer, ECT or its suppliers.

9. WARRANTY DISCLAIMERS; LIABILITY LIMITATIONS

Notwithstanding any other provision herein or in any other agreement between the Parties:

- (i) The Microsoft Services are provided on an "as is" and "as available" basis and any and all representations, warranties or covenants, either express or implied, including but not limited to, implied warranties of merchantability or fitness for a particular purpose are hereby expressly disclaimed to the maximum extent permitted by law;
- (ii) no service levels shall apply to the provision of Microsoft Services except where otherwise agreed in writing by ECT;
- (iii) neither ECT, nor its suppliers, shall be liable for any indirect, incidental, special, consequential or punitive damages or damages arising from lost data, interrupted communications, lost revenue, lost profits, lost technology, loss of rights or costs of procuring substitute services or any other substitution or solution, however arising, even if ECT and/or its suppliers are made has been advised of the possibility of such damages;
- (iv) in no case shall the aggregate of ECT and all of its supplier's total liability arising out of or relating to or in any way connected with the provision or non-provision of Microsoft Services, whether in contract, tort or otherwise, exceed the amount of fees actually paid to ECT by Customer for the one (1) month prior to the claim first being raised by the Customer; and ECT shall only and solely be responsible to indemnify the Customer relating to the Microsoft Services to the same extent and subject to the same terms as ECT is indemnified by its suppliers for Microsoft Services.

10. DEFINITIONS

In addition to the terms and conditions set out in the Agreement, in these Additional Terms, these words shall have the following meanings:

- (i) **"User"** means any internal employee of the Customer who will access the Microsoft Service. External attendees of the Customer do not require a license.
- (ii) **"Maximum Meeting Participants"** means the largest number of individuals that may attend a Live Meeting (includes host, participant or presenter).
- (iii) **"Overage"** means any usage above and beyond the agreed upon levels.