

1. DEFINITIONS

The following definitions shall apply, in addition to those in the Service Schedule.

“Account”	means an identifier that CommuniCloud gives to the Customer. This identifier is used on all records;
“Active Host”	means a Host who hosts one (1) or more meetings per month using Cisco WebEx Services;
“Active Host Average”	means that prior to conclusion of the then-current Initial or Renewal Term, CommuniCloud will calculate the number of Active Hosts averaged over the immediately preceding three (3) month period (for example, months 9, 10 and 11) to determine the “Active Host Average”;
“Conferencing Co-ordinator”	means the individual who will assist during the conference;
“CommuniCloud MeetMe”	means a separate service provided by CommuniCloud;
“Cisco WebEx”	means Cisco WebEx LLC;
“Concurrent Users”	means the number of simultaneous users accessing the Service at any one time.
“Employees”	means full and part-time employees of Customer that are users of dedicated personal computers with internet access, including all of Customer’s subsidiaries and affiliates;
“Full Deployment”	means Enterprise wide access, based on employee count (license required for every employee), no departmental sales;
“Host”	means the named person whose account the Service session is booked under;
“Initial Measurement Date”	means the first day of the Month following completion of the Registration Process;
“Initial Term”	means the period selected by the Customer starting on the Initial Measurement Date;
“Measurement Date”	means the first day of each Month starting on the Initial Measurement Date;
“Minimum Monthly Charge”	means the minimum Charge set out in the Order which the Customer must pay each Month;

“Minimum Monthly Commitment”	means the minimum number of Units set out in the Order for which the Customer will be charged the Minimum Monthly Charge;
“Named Host”	means an individual Account that may not be shared or used by anyone other than the one Employee to whom the Named User Account is assigned;
“Overage”	means all Units used by the Customer in a Month which are in excess of the Minimum Monthly Commitment or the exceeding by the Customer of the maximum number of Attendees or the agreed cap;
“Participant”	means a person using the Service;
“Ports”	means a license that allows a Host and Participant access to the Service;
“Ports Overage”	means the peak number of Concurrent Users above number of Ports purchased, as measured by CommuniCloud, across 15 minute intervals throughout the day. The interval period will commence at midnight GMT;
“Service”	means the Cisco WebEx conferencing service which is described in the Service Schedule and which is the CommuniCloud Web Conferencing Service powered by Cisco WebEx;
“Term”	means the period set out in the Order form starting on the term anniversary of the Initial or subsequent Renewal Term;
“Unit”	means the definitive or determinate quantity of measurement used to determine the Monthly Charges.

2. Service Description

The Service provides a broad range of web conferencing services that build on the real-time functionality and capabilities of the Cisco WebEx dedicated delivery network; this is a private global network, created with a carrier-class information-switching architecture. The Service options are Meeting Centre, Event Centre, Training Centre and Support Centre Remote Support which can be purchased individually or as an integrated package called Cisco WebEx Enterprise Edition.

2.1 Cisco WebEx Options

Meeting Center

Cisco WebEx Meeting Center is an application that enables the sharing of documents and applications on the Web enabling communication through interactive online meetings. Participants can give presentations, demonstrate software, view and annotate documents electronically. Teleconferencing is integrated with the Cisco WebEx Meeting Center. In addition, Cisco WebEx Meeting Center may include additional features such as record and playback, integrated video, the ability to edit any document collaboratively and the ability to share applications or a Participant's entire desktop.

Event Center

Cisco WebEx Event Center provides a managed Web conferencing service for communications events such as press briefings, product announcements and marketing events. Cisco WebEx Event Center combines Cisco WebEx's interactive meeting capabilities with planning, training, logistics management and real-time support services. Cisco WebEx Event Center includes online confirmation, notification, and instruction, customized Participant registration, high-resolution text and graphics, the ability to demonstrate a broad range of applications in real-time, audience feedback collection via polling, white board interaction, guided web browsing, live chat, recording and archiving of seminars for on-demand playback, and end user reports.

Training Center

Cisco WebEx Training Center is a service for training and e-learning applications. With Cisco WebEx Training Center, Participants can coordinate training schedules from announcement to enrolment to follow-up, deliver live instruction from a variety of sources directly to learners' desktops, and give presentations that include audio, video and interactive multimedia. Cisco WebEx Training Center allows Participants to administer comprehensive tests, organize multiple simultaneous breakout sessions, and record, edit, play back and archive entire sessions for future use.

Support Center Remote Support

Cisco WebEx Support Center Remote Support is used by customer service organizations to provide remote hands-on support for system or software application problems. It allows service agents to support end-users through a web browser. The Service can be configured with a custom user interface to simplify support interactions for both the support agent and the end-user.

2.2 Enterprise Edition

Cisco WebEx Enterprise Edition integrates Cisco WebEx Meeting Center, Cisco WebEx Event Center, Cisco WebEx Training Center, and the Cisco WebEx Support Center Remote Support - to create a comprehensive solution for the Customer.

3. Features

The Service features are set out below however, CommuniCloud reserves the right without notice to upgrade the Service to a later version provided by Cisco WebEx, which may result in these features and their descriptions changing.

3.1 Generic Service features

Feature	Detail
Share documents, applications, or desktops	Share and control documents, applications, and desktops remotely in real time without uploading files to a server. Collaborate on content to view, annotate, and enlarge documents or graphics. Switch between different sharing modes without transitions or distractions.
Rich multimedia experience	Incorporate multi-media into presentations: PowerPoint™, Flash™ animations, and audio and video.

Video and video conferencing	<p>Real-time visual reference. Simulate face-to-face meeting with Participants from multiple locations with multi-point video.</p> <ul style="list-style-type: none"> • Supported on all Cisco WebEx Centers with exception of Cisco WebEx Event Center. • Supported Platforms <ul style="list-style-type: none"> - Windows, Macintosh (Full support) - Linux, Solaris (View only) • Min. Network Requirements 128Kbps (256Kbps Recommended) • Resolutions: SQCIF, QCIF, CIF SQCIF, QCIF, CIF • Max Resolution (pixels) 352 x 288 (CIF) • Max Frame Rates (per sec.) 15fps (SQCIF, QCIF) 10fps (CIF) • Transport Protocol TCP Port 80, SSL 443 • Maximum Participants 500 • Video Codec H.264 • Additional Features: <ul style="list-style-type: none"> - Frame Rate Control - Resolution Control - Video Snapshot - Congestion Control
Desktop integration suite	Initiate meetings instantly from MS Office™, MS Outlook™, Lotus Notes and other instant messaging solutions.
One-click meeting access	Start a meeting and invite Participants instantly from desktop.
Network-Based Recording (NBR)	<p>Available on request with all Cisco WebEx Centers with Committed Charges.</p> <p>Allows the Host to record the web and audio conference on the Cisco WebEx server with the following specification:</p> <ul style="list-style-type: none"> • File Formats: Advanced Recording Format .arf • Recording Conversion: WebEx .arf to Windows Media .wmv and Flash .swf • Recording Resolution 1024x768 • Audio Recording: CommuniCloud MeetMe • Recording Player: Cisco WebEx Network Recording Player • File Size: Typically, 15MB to 40MB per Hour of Meeting Time; Results Vary by Meeting Content • Max Recording Length: 12 hours • Storage / Distribution: Saves to Cisco WebEx "My Files," able to stream, download, and/or publish the recording URL
NBR Overage	The first 1Gb of NBR storage is included as part of the Service. Additional NBR storage (Overage) is available to the Customer upon request and will be charged Monthly in arrears per Gb used. There is no limit to the amount of Overage available for use by the Customer.
PowerPanels™	Deliver full-screen views for Participants whilst using controls to manage meeting activity privately behind the scenes.
Chat	Interact with the audience of the web conference through an online chat between Host and a Participant, or Host and all Participants.

Annotation	Pointers and real-time annotation tools to provide additional commentary and collaboration.
Firewall friendly	Work through most firewalls without opening additional ports.
WebJoin	<p>WebJoin simplifies the set up and access to web conferences with the provision of a single URL for both the Chairperson and Participants to access every web meeting and one passcode to join both the web and audio conference.</p> <p>Available to Participants with an active CommuniCloud MeetMe or Cisco WebEx conferencing Account at no additional charge.</p> <p>WebJoin is not supported on mobile devices and does not include a recording facility.</p>

3.2 Meeting Centre features:

Feature	Detail
Charge options	Uncommitted Price Per Minute
	Committed Price Per Minute (standalone or bundled with Enterprise Edition)
	Named Host (with 25 Participants capacity without incurring Overage)
	Ports
	Named Host (Cap 200)
	Full Deployment Named Host (Cap 25)
	Full Deployment Named Host (Cap 1000)
	Active Host (Cap 1000)
Number of Participants	Meeting capacity for Meeting Center is up to 1000 Participants. This limit is also dependent on the Meeting Centre option purchased.
E-mail and IM integration/quick start meetings	Send invitations and reminders to a meeting through local e-mail solution.

3.3 Event Centre features:

Feature	Detail
Charge options	Committed Price Per Minute (standalone or bundled with Enterprise Edition)
	Named Hosts
	Ports
Number of Participants	Event capacity for Event Center is 3000 total Participants (or license limitation)
PowerPanels™	Deliver full-screen views for Participants whilst you are managing events behind the scenes. Use of floating panels to track Participants activity, respond to questions presented in chat, and review poll results.
Multiple presenters and panelists	Define during set-up those Participants who will be a presenter as a panelist during the event.

Panelists entrance and prep room	Allow panelists to enter crowded events through a backstage door. Make a private practice room available for last-minute rehearsal out of Participants' view. Provide speakers with audio for practice sessions in the preparation room.
Q&A, chat, polls, and surveys	Increase interaction and gather feedback instantly from audience.
Automated e-mail management	Send out invites, confirmations, reminders, and follow-up e-mails automatically.
E-mail templates	Increase attendance by creating attractive HTML or text e-mails.
iCalendar support	Schedule and join using MS Outlook™ calendar integration.
Registration and reporting	Customize event registration with a CommuniCloud Premium Audio Conference.
Lead-source tracking and automated lead scoring	Identify highest quality and most cost-effective lead sources.
Record, edit, and playback	Record events for reuse and review. Post seminar recordings.

3.4 Support Centre features:

Feature	Detail
Charge options	Committed Price Per Minute (bundled with Enterprise Edition)
	Named Host (with 5 Participant capacity).
Number of Participants	Each support rep can have up to 4 sessions running simultaneously, with up to 5 Participants each.
File transfer	Transfer files to and from a system to apply patches and updates during the session or retrieve customer data files for in-depth analysis.
Log on to desktop as an administrator	Sign on to a personal computer as administrator to access and install new applications and perform other activities that require administrative privileges.
Remote printing	Redirect printouts for offline analysis.
Scale to fit	View desktop without scrolling to speed the support process.
Floating TSR control panel	Access all session controls during desktop or application sharing without obstructing view or switching screens.
System information	Collect system information, print and save for future reference.
Persistent reboot	Join a session following a reboot.
Post session survey	Post support session data capture form for feedback of customer satisfaction.
Management reporting	Measure help desk and call center statistics, including number of sessions, session time, and session feedback to track and improve performance.

3.5 Training Centre features:

Feature	Detail
Charge options	Committed Price Per Minute (bundled with Enterprise Edition)
	Named Host (with 30 Participant capacity without incurring Overage)
	Named Host (with 50 Participant capacity without incurring Overage)
	Named Host (with 100 Participant capacity without incurring Overage)
	Ports
Number of Participants	Training session capacity is up to 500 Participants.
Hands-on lab	Connect remote learners with remote computers, applications, and simulations before, during, or after live training sessions to reinforce learning with hands-on activities.
Breakout sessions	Conduct multiple, simultaneous small groups, collaborative activities. Trainers can “walk around the room” and see how each group is doing. The CommuniCloud MeetMe audio conference will not follow the breakout rooms.
Testing and grading	Assess comprehension, track individual performances, and share correct answers within a session. Leverage web-based libraries for pre- and post-session training.
Polls and surveys	Measure session effectiveness and gather feedback for future sessions.
Registration and reporting	Simplify session registration and easily track attendance.
On-demand module	Create, manage, deliver and access on-demand training. View sessions from the viewer-friendly player, with intelligent search capabilities, detailed tracking, file transfer capabilities, and integrated testing.

3.6 Enterprise Edition features:

Feature	Detail
Charge options	Named Host (Cap 200)
	Named Host (Cap 1000)
	Active Host 1000
	Full Deployment MC 200 Named Host
	Full Deployment MC 1000
	Full Deployment EE 1000
	Full Deployment EE 200 Named Host
	Full Deployment EE 1000 Named Host
	PPM – Committed PPM – Uncommitted

3.7 Operating Systems Requirements for Cisco WebEx

The Operating System requirements for the Service are set out below, however CommuniCloud reserves the right to change these system requirements and the Service to a different version provided by Cisco WebEx.

Operating System	Requirement
Windows 2000 Windows XP 32 bit (SP3), Windows 2003 Windows Vista 32-bit/64-bit Windows 7 32-bit/64 bit.	Internet Explorer 6/7/8/9 (IE9 is supported by Windows 7 only) Firefox 3.x, 4 (32-bit) Chrome 9, 10 JavaScript and cookies enabled Requires Sun Java 5 or higher Recommend ActiveX be enabled for Internet Explorer Intel or MD processor (1GHz or faster) At least 512 MB RAM (at least 2 GB RAM for Vista) Netbooks running Windows XP also supported
Mac OS X 10.5, 10.6.	Safari 4/5 Firefox 3.x, 4 Chrome 9, 10 JavaScript and cookies enabled Requires Apple Java 5 or higher No support for Remote Access Intel processor At least 512 MB RAM
Solaris 10/11	Mozilla 1.7 Firefox 3.x JavaScript and cookies enabled Requires Sun Java 5 or higher No support for Remote Access SPARC or Intel or AMD processor(Solaris 10) Intel or AMD processor (Solaris 11) At least 1 GB RAM
HP-UX 11.11	Mozilla 1.7 Firefox 2 JavaScript and cookies enabled Requires Sun Java 5 or higher Meeting Centre only PA-RISC processor At least 1 GB RAM
32-bit Ubuntu 10.x 32-bit Fedora 13/14, 32-bit Red Hat 5 32-bit OpenSuSE 11.2/11.3	Firefox 3.x, 4 (32-bit) Mozilla 1.7 JavaScript and cookies enabled Requires Sun Java 5 or higher No support for Remote Access At least 512 MB RAM
AIX 5L, 5.3	Mozilla 1.6 Firefox 2 JavaScript and cookies enabled Requires IBM Java 5 or higher Meeting Centre only At least 1 GB RAM
IBM Lotus Notes / Domino Server 6.5.3, 6.5.4, 6.5.5, 7.0.0, 7.0.1, 7.0.2	Windows 2000 Windows XP SP2 Windows Server 2003
IBM Lotus Notes / Domino Server 8.0.0, 8.0.1	Windows XP SP2 Windows Server 2003 Windows Vista

	Windows 7
IBM Lotus Notes 8.5.1 (32 bit) / Domino Server 8.5 (supported in T27LFR14 and later)	Windows XP SP2 Windows Server 2003 Windows Vista Windows 7

4. Standard Named Host and Named Host Full Deployment

4.1 Standard Named Host Purchases

A Named Host is any host who may host an unlimited number of meetings (“Meeting(s)”) using the Service; provided that a Named Host may only host the agreed maximum number of simultaneous Meetings at any given time. Each Meeting must be hosted by a Named Host and may include no more than the above-listed maximum number of meeting participants, including the Named Host.

Named Host accounts are individualized and may not be shared or used by anyone other than the one Employee to whom the Named User account is assigned. The identification of Named Hosts must be unique to an individual and may not be of a generic nature. The Customer shall be required by CommuniCloud to identify those Employees assigned to Named Host accounts on a Customer’s “Manage Hosts” list (the “List”). The List will be maintained by the Customer who will update the List so that it is current at all times.

The committed number of Named Hosts accounts may be changed upon submission and acceptance of an Order Form.

The Customer agrees to allow Cisco WebEx the right, upon reasonable notice, to audit resale customer records (including but not limited to the List) during normal business hours to ensure the Customer’s compliance with the above requirements. Cisco WebEx will pay the cost of the audit unless it is found that the Customer is misusing the Service by, for example, exceeding the number of allowable Meeting participants, assigning more Named Host accounts than the resale customer has subscribed to, sharing a Named Host account among multiple Employees, having a Named Host hold more than the specified maximum number of simultaneous Meetings at the same time, or providing a Named Host account to a non-employee.

4.2 Named Host Full Deployment Purchases

The standard Named Hosts model applies with the following **additional** requirements:

The Customer will provide CommuniCloud with a written report which it will submit with the first Order and on each anniversary of the effective date of this Order certified by an officer of the Customer stating the total number of Employees of the Customer. The Customer must be an ultimate parent corporation and this Order will apply to all subsidiaries and Affiliates controlled, directly or indirectly by the customer and the Employees of each of them. If the change in the number of Employees exceeds three percent (3%) from the prior year, the monthly fee will be reset based on the total number of Employees employed for the then current year, and subject to the per-Employee fee set forth in this order. If there is an extraordinary event during the Term, such as a merger, acquisition divestiture or significant layoff that changes the number of Employees by more than twenty percent (20%), Customer shall report such change to CommuniCloud within thirty (30) days of such event and the Monthly fee will be reset based on the number of Employees in existence after such event.

5. Registration Process

The Customer must register for an Account with CommuniCloud in order to apply for the Service. To register, please contact:

Phone: 045-550-3527
 E-mail: contacts@communicloud.co.jp
 Web: <https://communicloud.co.jp/contact/>

When a new user license is created, CommuniCloud will forward a welcome email including a

URL and the necessary log-in details to access the Service. CommuniCloud will also offer a complementary user information pack via e-mail/mail/telephone describing the features of the product, and offer user training. The complementary offering and its contents will be reviewed from time to time with changes to best meet the needs of all CommuniCloud conferencing customers.

6. Customer's Responsibilities

The Customer is responsible for:

- 6.1 Providing suitable computer hardware, software and telecommunications equipment and services necessary to access and use Cisco WebEx. This Contract does not include the provision of telecommunications services (including access to the Internet) or hardware necessary to connect to Cisco WebEx.
- 6.2 Customer Information transmitted through the use of Cisco WebEx. The Customer accepts that CommuniCloud is under no obligation to edit, review or modify the Customer Information or Third-Party Information and that CommuniCloud does not examine the use to which CiscoWebEx is put.
- 6.3 Not exceeding the number of allowable Meeting participants, sharing a Named Host account among multiple Employees, having a Named Host hold more than the specified maximum number of simultaneous Meetings at the same time, or providing a Named Host account to a non-employee.
- 6.4 Ensuring that Named Host accounts are not be shared or used by anyone other than the one Employee to whom the Named Host account is assigned. The identification of those individuals assigned a Named Host account must be unique to an individual and may not be of a generic nature.
- 6.5 Identifying those Employees assigned to Named Host accounts on the "Manage Hosts" list (the "List"). The List will be maintained by the Customer's Site Administrator and provided to CommuniCloud upon request. Named Host account may not be transferred to another Employee except upon (a) termination of the Named Host's employment with Customer, or (b) in all other instances, CommuniCloud's prior written approval.
- 6.6 Providing CommuniCloud with a written report upon execution of the Order Form, and annually thereafter, thirty (30) days prior the Effective Date. Each report will be certified by an officer of Customer stating the total number of Employees of Customer. As defined herein, Employees does not include any third-party contractors of Customer, unless otherwise agreed to by the parties in writing.

7. Use of the Service

- 7.1 The Customer must only access the Service in the manner permitted by CommuniCloud and must not attempt at any time to circumvent system security or access the source software or compiled code.
- 7.2 Customer and its Users are solely responsible for all Content used in connection with the Service.
- 7.3 The Service must not be used:
 - in any way that does not comply with the terms of any legislation or any license applicable to the Customer or that is in any way fraudulent or unlawful;
 - in any way that does not comply with any instructions given by CommuniCloud or any other public telecommunications Conference Coordinator or other competent authority, in any country where the Service is provided;
 - to send, knowingly receive, upload, download, use or re-use any information or material which is abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights; or
 - to send or provide unsolicited advertising or promotional material, or knowingly to receive responses to any unsolicited advertising or promotional material sent or provided using the Service by any third party.
- 7.4 If the Customer or anyone else, with or without the Customer's knowledge or approval, uses the

Service in contravention of this Section, uses the service capacity or any software made available to it in any way which, in CommuniCloud's opinion, is, or is likely to be, detrimental to the provision of the Service to the Customer or any other customer and fails to take corrective action within a reasonable period of receiving notice from CommuniCloud to do so, CommuniCloud may treat the contravention as a breach of this Service Schedule for the purposes of the PSA.

- 7.5 If activated as part of this Service call back, call me and dial out features where prohibited under local legislation and regulation will not be available to Participants. Local country legislation and regulation may change during contract duration.
- 7.6 The list of countries prohibiting call-back or call me services. This list may change from time to time. CommuniCloud understands that such calls are prohibited from: Afghanistan, Albania, Algeria, Netherlands Antilles, Saudi Arabia, Armenia, Azerbaijan Bahamas, Bahrain, Belarus, Belize, Benin, Bosnia, Brazil, Brunei Darussalam, Burkina Faso, Burundi, Cambodia, Cameroon, Central African Rep., China, Cyprus, Colombia, Comoros, Costa Rica, Côte d'Ivoire, Cuba, Djibouti, Dominica, Egypt, United Arab Emirates, Ecuador, Eritrea, Ethiopia, Fiji, Gabonese Rep., Gambia, Ghana, Guinea, Guyana, Haiti, Honduras, Cook Islands, India, Indonesia, Iran, Ireland, Israel, Jamaica, Jordan, Kazakhstan, Kenya, Kiribati, Kuwait, Macedonia, Lesotho, Latvia, Lebanon, Macao China, Madagascar, Malaysia, Malawi, Mali, Morocco, Mauritius, Mauritania, Mexico, Moldova, Monaco, Mozambique, Nicaragua, Niger, Nigeria, New Caledonia, Oman, Uganda, Pakistan, Panama, Papua New Guinea, Paraguay, Peru, Philippines, Poland, Qatar, Syrian Arab Rep., Dem. Rep. of the Congo, Kyrgyz Rep., Slovak Rep., Romania, San Marino, Samoa, Serbia and Montenegro, Seychelles, Sudan, Sri Lanka, South Africa, Suriname, Tanzania, Chad, Thailand, Tonga, Tunisia, Turkey, Tuvalu, Ukraine, Vanuatu, Venezuela, Vietnam, Wallis & Futuna, Yemen, Zambia, Zimbabwe.
- 7.7 The Customer shall indemnify CommuniCloud against any claims or legal proceedings which are brought or threatened against CommuniCloud by a third party because the Service is used in breach of paragraph 5.8. CommuniCloud will notify the Customer of any such claims or proceedings and keep the Customer informed as to the progress of such claims or proceedings and have due regard to the Customer's representations.
- 7.8 The Customer must indemnify CommuniCloud against any claims or legal proceedings which are brought or threatened against CommuniCloud by a third party because the Service is used in breach of this Section. CommuniCloud will notify the Customer of any such claims or proceedings and keep the Customer informed as to the progress of such claims or proceedings.
- 7.9 The Customer is responsible for the acts and omissions of all Users in connection with the Service and is liable for any failure by any users to perform or observe the terms and conditions of this Service Schedule, including any instructions issued by CommuniCloud or any other public telecommunications Conference Coordinator or other competent authority, in any country where the Service is provided.

8. Charges and Payment Terms

- 8.1 Committed Charges will be invoiced monthly in advance. This includes, but is not limited to Named Host Licenses, Active Host, Committed Ports, Committed Minutes and Committed NBR.
- 8.2 Usage based Charges including but not limited to Uncommitted PPM and overage will be charged in arrears.
- 8.3 In respect of both the Initial Term and the Renewal Term, the Customer will pay the Minimum Monthly Charge.
- 8.4 Charges will be calculated in accordance with the details available on each Measurement Date as recorded by or on behalf of CommuniCloud.
- 8.5 The Customer will be liable for Charges for the Service from acceptance of the Order from CommuniCloud.

Committed Price per minute (PPM)

- Committed minutes that are not used by the Customer during the month for which they were committed will be forfeited with no credit or refund to Customer and not carried forward to subsequent months.
- The total number of minutes to be invoiced per session will be the total usage of all Attendees during the session. The usage of each Attendee will be rounded up to the

nearest minute

- Any Overage will be invoiced on the same basis as the Minimum Monthly Charge.

Named Host

- During the term of the Contract, the Customer may request that additional Named Host accounts be added. Charges in respect of these additional Named Host accounts will start following completion of the Registration Process and will be invoiced in accordance with the Contract on the next Measurement Date, prorated for previous month and in advance of the subsequent month.
- Named Host accounts shall not be shared or used by any person other than the designated account holder. Any transfer of a Named Host account will only be permitted with CommuniCloud's prior written consent
- The Cisco WebEx Micro Site will be managed by CommuniCloud and the Customer shall ensure that name of each person designated as a Named Host is relevant and up to date.

Uncommitted Price per Minute

- The total number of minutes to be invoiced per session will be the total usage of all Participants during the session. The usage of each Participant will be rounded up to the nearest minute.

Active Host

- The Cisco WebEx Micro Site will be managed by CommuniCloud and the Customer shall ensure that name of each person designated as a Named Host is relevant and up to date.
- Calculation of Subscription Quantity for the Initial Term.
 - i New Customer. If Customer is not a current Cisco WebEx customer, the "Subscription Quantity" is the greater of: (1) 15% of the total number of Employees, or (2) 100 Active Host accounts.
 - ii Existing Customer. If Customer is an existing Cisco WebEx customer, the "Subscription Quantity" is the greater of: (1) 15% of the total number of Employees, (2) 100 Active Hosts accounts, or (3) the Active Host Average calculated from all existing subscription(s).
- Calculation of the Subscription Quantity for all Renewal Terms - Prior to conclusion of the then-current Term, CommuniCloud will calculate the Subscription Quantity as set forth above. Customer understands and agrees that any change in the Subscription Quantity will occur immediately upon calculation and without prior notice. Customer will be made aware of the change upon invoicing in the subsequent billing period.
- Calculation of Total Monthly Fee - The Total Monthly Fee is the Subscription Quantity (as calculated for the Initial and each Renewal Term and upon an Extraordinary Event) multiplied by the Monthly Fee Per Active Host. The Total Monthly Fee is re-set at the beginning of each Renewal Term, and after an Extraordinary Event.
- Extraordinary Event - If there is an extraordinary event during the Initial or any Renewal Term, such as a merger, acquisition divestiture or significant layoff that changes the number of Employees by more than twenty percent (20%) (an "Extraordinary Event"), Customer shall report such change to CommuniCloud within thirty (30) days of such event and the Subscription Quantity will be reset based on the number of Employees in existence after such event. Under these circumstances, determination of the Total Monthly Fee will be re-calculated as set forth above.
- Audit - CommuniCloud will have the right, upon reasonable notice, to audit Customer's records (including but not limited to the List) during normal business hours to ensure Customer's compliance with the above requirements. Cisco WebEx will pay the cost of the audit unless it is found that Customer is misusing the Service by, for example, exceeding the number of allowable Meeting participants, sharing a Named Host account among multiple Employees, having a host hold multiple Meetings at the same time in excess of the maximum number of simultaneous meetings set forth above, providing a Named Host account to a non-Employee, or misrepresenting the total number of

Employees.

Named Host Full Deployment

- The above conditions contained within clause 4.2 will all apply for Named Host Full Deployment.
- Calculation of the Subscription Quantity for all Renewal Terms – The “Subscription Quantity” is equal to the total number of Employees.

Ports

- In respect of both the Initial Term and the Renewal Term, the Customer will pay the Minimum Monthly Charge (committed number of ports) multiplied by the Charge per Port.
- The WebEx Micro Site will be managed by CommuniCloud and the Customer shall ensure that name of each person designated as a Named Host is relevant and up to date.
- The total number of Participants in any one meeting (including Hosts) and the total number of Participants accessing the Service at any one point in time (including Hosts), can exceed the total number of Ports purchased by Customer. This ensures that scheduled meetings always have resources available. Any ports used in excess of the committed number of ports will be charged per 15 minutes per port. The overage price will be included in the order form.
- Meetings must be initiated and conducted by Hosts. The Customer may designate an unlimited number of Employees as meeting Hosts and each Host may initiate an unlimited number of meetings using the Service.

9. Term and Termination

The Term for the Service shall be twelve (12) Months. Following expiration of the Initial Term, the Service will automatically renew for successive twelve (12) Month Renewal Terms until terminated by the Customer, subject to forty-five (45) days notice, or CommuniCloud in accordance with the PSA. In the event of early termination by the Customer for convenience or by CommuniCloud for Breach under the PSA, the Customer shall pay:

- an amount equal to the outstanding Charges that would have been payable by the Customer in respect of the Term, and;
- any additional charges which CommuniCloud either has to pay a supplier as a result of early termination of the Service or has already paid a supplier in connection with the provision of the Service and is unable to recover from them.

10. Service Levels

Service levels and performance credits do not apply to this Service.