

# TERMS OF SERVICE

EFFECTIVE: April 13, 2020

**IMPORTANT, READ CAREFULLY: YOUR USE OF AND ACCESS TO THE WEBSITE AND PRODUCTS AND SERVICES AND ASSOCIATED SOFTWARE (COLLECTIVELY, THE "SERVICES") IS CONDITIONED UPON YOUR COMPLIANCE WITH AND ACCEPTANCE OF THESE TERMS, WHICH INCLUDE YOUR AGREEMENT TO ARBITRATE CLAIMS. PLEASE REVIEW THOROUGHLY BEFORE ACCEPTING.**

**BY ACCESSING THE SERVICES PROVIDED BY PROVISION COLLABORATION THROUGH A WEBSITE OR APPLICATION YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE AND ALL EXHIBITS, ORDER FORMS, AND INCORPORATED POLICIES (THE "AGREEMENT" OR "TOS"). THE PROVISION COLLABORATION SERVICES ARE NOT AVAILABLE TO PERSONS WHO ARE NOT LEGALLY ELIGIBLE TO BE BOUND BY THESE TERMS OF SERVICE.**

Provision Collaboration will provide the Services, and you may access and use the Services, in accordance with this Agreement. If You order Services through an on-line registration page or an order form (each an "Order Form"), the Order Form may contain additional terms and conditions and information regarding the Services you are ordering. Unless otherwise expressly set forth in any such additional terms and conditions applicable to the specific Service which You choose to use, those additional terms are hereby incorporated into this Agreement in relation to Your use of that Service.

**System Requirements.** Use of the Services requires one or more compatible devices, Internet access (fees may apply), and certain software (fees may apply), and may require obtaining updates or upgrades from time to time. Because use of the Services involves hardware, software, and Internet access, your ability to access and use the Services may be affected by the performance of these factors. High speed Internet access is recommended. You acknowledge and agree that such system requirements, which may be changed from time to time, are Your responsibility.

- 1. DEFINITIONS.** The following definitions will apply in this Agreement, and any reference to the singular includes a reference to the plural and vice versa. Service specific definitions are found in Exhibit A.  
"Affiliate" means, with respect to a Party, any entity that directly or indirectly controls, is controlled by or is under common control with that Party. For purposes of this Agreement, "control" means an economic or voting interest of at least fifty percent (50%) or, in the absence of such economic or voting interest, the power to direct or cause the direction of the management and set the policies of such entity.  
"End User" means a Host or Participant (as defined in Exhibit A) who uses the Services.  
"Initial Subscription Term" means the initial subscription term for a Service as specified in an Order Form.  
"Service Effective Date" means the date an Initial Subscription Term begins as specified in an Order Form.  
"Renewal Term" means the renewal subscription term for a Service commencing after the Initial Subscription Term or another Renewal Term as specified in an Order Form.
- 2. SERVICES.** Provision Collaboration will provide the Services as described on the Order Form, and standard updates to the Services that are made generally available by Provision Collaboration during the term. Provision Collaboration may, in its sole discretion, discontinue the Services or modify the features of the Services from time to time without prior notice.

- a. **Beta Services.** Provision Collaboration may, from time to time, offer access to services that are classified as Beta version. Access to and use of Beta versions may be subject to additional agreements. Provision Collaboration makes no representations that a Beta version will ever be made generally available and reserves the right to discontinue or modify a Beta version at any time without notice. Beta versions are provided AS IS, may contain bugs, errors or other defects, and Your use of a Beta version is at Your sole risk.
3. **USE OF SERVICES AND YOUR RESPONSIBILITIES.** You may only use the Services pursuant to the terms of this Agreement. You are solely responsible for Your and Your End Users' use of the Services and shall abide by, and ensure compliance with, all Laws in connection with Your and each End User's use of the Services, including but not limited to Laws related to recording, intellectual property, privacy and export control. Use of the Services is void where prohibited.
  - a. **Registration Information.** You may be required to provide information about Yourself in order to register for and/or use certain Services. You agree that any such information shall be accurate. You may also be asked to choose a user name and password. You are entirely responsible for maintaining the security of Your user name and password and agree not to disclose such to any third party.
  - b. **Your Content.** You agree that You are solely responsible for the content ("Content") sent or transmitted by You or displayed or uploaded by You in using the Services and for compliance with all Laws pertaining to the Content, including, but not limited to, Laws requiring You to obtain the consent of a third party to use the Content and to provide appropriate notices of third party rights. You represent and warrant that You have the right to upload the Content to Provision Collaboration and that such use does not violate or infringe on any rights of any third party. Under no circumstances will Provision Collaboration be liable in any way for any (a) Content that is transmitted or viewed while using the Services, (b) errors or omissions in the Content, or (c) any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to Content. Although Provision Collaboration is not responsible for any Content, Provision Collaboration may delete any Content, at any time without notice to You, if Provision Collaboration becomes aware that it violates any provision of this Agreement, or any law. You retain copyright and any other rights You already hold in Content which You submit, post or display on or through, the Services.
  - c. **Recordings.** You are responsible for compliance with all recording laws. The host can choose to record meetings and Webinars. By using the Services, you are giving Provision Collaboration and its software suppliers consent to store recordings for any or all meetings or webinars that you join, if such recordings are stored in our systems. You will receive a notification (visual or otherwise) when recording is enabled. If you do not consent to being recorded, you can choose to leave the meeting or webinar
  - d. **Prohibited Use.** You agree that You will not use, and will not permit any End User to use, the Services to: (i) modify, disassemble, decompile, prepare derivative works of, reverse engineer or otherwise attempt to gain access to the source code of the Services; (ii) knowingly or negligently use the Services in a way that abuses, interferes with, or disrupts Provision Collaboration's partner networks, Your accounts, or the Services; (iii) engage in activity that is illegal, fraudulent, false, or misleading, (iv) transmit through the Services any material that may infringe the intellectual property or other rights of third parties; (v) build or benchmark a competitive product or service, or copy any features, functions or graphics of the Services; or (vi) use the Services to communicate any message or material that is harassing, libellous, threatening, obscene, indecent, would violate the intellectual property rights of any party or is otherwise unlawful, that would give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation; (vii)

upload or transmit any software, Content or code that does or is intended to harm, disable, destroy or adversely affect performance of the Services in any way or which does or is intended to harm or extract information or data from other hardware, software or networks of Provision Collaboration, its suppliers or other users of Services; (viii) engage in any activity or use the Services in any manner that could damage, disable, overburden, impair or otherwise interfere with or disrupt the Services, or any servers or networks connected to the Services or Provision Collaboration's security systems or those of its suppliers. (ix) use the Services in violation of any Provision Collaboration policy or in a manner that violates applicable law, including but not limited to anti-spam, export control, privacy and anti-terrorism laws and regulations and laws requiring the consent of subjects of audio and video recordings, and You agree that You are solely responsible for compliance with all such laws and regulations.

- e. **Limitations on Use.** You may not reproduce, resell, or distribute the Services or any reports or data generated by the Services for any purpose unless You have been specifically permitted to do so under a separate agreement with Provision Collaboration. You may not offer or enable any third parties to use the Services purchased by You, display on any website or otherwise publish the Services or any Content obtained from a Service (other than Content created by You) or otherwise generate income from the Services or use the Services for the development, production or marketing of a service or product substantially similar to the Services.
4. **RESPONSIBILITY FOR END USERS.** You are responsible for the activities of all End Users who access or use the Services through your account and you agree to ensure that any such End User will comply with the terms of this Agreement and any Provision Collaboration policies. Provision Collaboration assumes no responsibility or liability for violations. If You become aware of any violation of this Agreement in connection with use of the Services by any person, please contact Provision Collaboration at [helpdesk@ProvisionCollaboration.com](mailto:helpdesk@ProvisionCollaboration.com). Provision Collaboration may investigate any complaints and violations that come to its attention and may take any (or no) action that it believes is appropriate, including, but not limited to issuing warnings, removing the content or terminating accounts and/or User profiles. Under no circumstances will Provision Collaboration be liable in any way for any data or other content viewed while using the Services, including, but not limited to, any errors or omissions in any such data or content, or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to any data or content.
5. **PROVISION COLLABORATION OBLIGATIONS FOR CONTENT.** Provision Collaboration and its suppliers will maintain reasonable physical and technical safeguards to prevent unauthorized disclosure of or access to Content, in accordance with industry standards. Provision Collaboration will notify You if it becomes aware of unauthorized access to Content. Provision Collaboration will not access, view or process Content except (a) as provided for in this Agreement and in Provision Collaboration's Privacy Policy; (b) as authorized or instructed by You, (c) as required to perform its obligations under this Agreement; or (d) as required by Law. Provision Collaboration has no other obligations with respect to Content.
6. **ELIGIBILITY.** You affirm that You are at least 16 years of age and are otherwise fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement. Your access may be terminated without warning if we believe that You are under the age of 16 or are otherwise ineligible.
7. **INTENDED USE; RESTRICTION ON USE BY CHILDREN.** The Services are intended for business use. You may choose to use the Services for other purposes, subject to the terms and limitations of this Agreement. Provision Collaboration services are not intended for use by individuals under the age of 16, unless it is through a School Subscriber (as that term is defined in Exhibit A) using the services for Education (K-12).

Individuals under the age of 16 may not create accounts or use the Services except as described herein.

8. **CHARGES AND CANCELLATION.** You agree that Provision Collaboration may charge to Your credit card or other payment mechanism selected by You and approved by Provision Collaboration ("Your Account") all amounts due and owing for the Services, including taxes and service fees, set up fees, subscription fees, or any other fee or charge associated with Your Account. Provision Collaboration may change prices at any time, including changing from a free service to a paid service and charging for Services that were previously offered free of charge; provided, however, that Provision Collaboration will provide you with prior notice and an opportunity to terminate Your Account if Provision Collaboration changes the price of a Service to which you are subscribed and will not charge you for a previously free Service unless you have been notified of the applicable fees and agreed to pay such fees. You agree that in the event Provision Collaboration is unable to collect the fees owed to Provision Collaboration for the Services through Your Account, Provision Collaboration may take any other steps it deems necessary to collect such fees from You and that You will be responsible for all costs and expenses incurred by Provision Collaboration in connection with such collection activity, including collection fees, court costs and attorneys' fees. You further agree that Provision Collaboration may collect interest at the lesser of 1.5% per month or the highest amount permitted by law on any amounts not paid when due. You may cancel your subscription at any time. If you cancel, you will not be billed for any additional terms of service and service will continue until the end of the current Subscription Term. If you cancel, you will not receive a refund for any service already paid for.
9. **TERMINATION.** If you have purchased a Service for a specific term, such termination will be effective on the last day of the then-current term. Your Order Form may provide that a Renewal Term will begin automatically unless either party provides notice of termination at least thirty (30) days prior to the commencement of the next Renewal Term. If You fail to comply with any provision of this Agreement, Provision Collaboration may terminate this Agreement immediately and retain any fees previously paid by You. Sections 1 and 3 through 20, inclusive, shall survive any termination of this Agreement. Upon any termination of this Agreement, You must cease any further use of the Services. If at any time You are not happy with the Services, Your sole remedy is to cease using the Services and follow this termination process.
10. **PROPRIETARY RIGHTS.** Provision Collaboration and/or its suppliers, as applicable, retain ownership of all proprietary rights in the Services and in all trade names, trademarks, service marks, logos, and domain names associated or displayed with the Services. You may not frame or utilize framing techniques to enclose any Provision Collaboration Marks, or other proprietary information (including images, text, page layout, or form) of Provision Collaboration or it's suppliers without express written consent. You may not use any meta tags or any other "hidden text" utilizing Provision Collaboration Marks without Provision Collaboration's express written consent.
11. **COPYRIGHT.** You may not post, modify, distribute, or reproduce in any way copyrighted material, trademarks, rights of publicity or other proprietary rights without obtaining the prior written consent of the owner of such proprietary rights. Provision Collaboration may deny access to the Services to any User who is alleged to infringe another party's copyright. Without limiting the foregoing, if You believe that Your copyright has been infringed, please notify Provision Collaboration.
12. **EXPORT RESTRICTIONS.** You acknowledge that the Services, or portion thereof may be subject to the export control laws of the United States and other applicable country export control and trade sanctions laws ("Export Control and Sanctions Laws"). You and your End Users may not access, use, export, re-export, divert, transfer or disclose any portion of the Services or any related technical information or materials, directly or indirectly, in violation of any applicable export control or trade sanctions law or regulation. You represent and warrant that (i) You and your End Users are not citizens of, or located within, a country or territory that is subject to U.K. or U.S. trade sanctions or other

significant trade restrictions (including without limitation Cuba, Iran, North Korea, Syria, and the Crimea) and that you and your End Users will not access or use the Services, or export, re-export, divert, or transfer the Services, in or to such countries or territories; (ii) You and your End Users are not identified on any U.K. or U.S. government restricted party lists; and (iii) that no Content created or submitted by You or your End Users is subject to any restriction on disclosure, transfer, download, export or re-export under the Export Control Laws. You are solely responsible for complying with the Export Control Laws and monitoring them for any modifications.

13. **NO HIGH RISK USE.** The Services are not designed or licensed for use in hazardous environments requiring fail-safe controls, including without limitation operation of nuclear facilities, aircraft navigation/communication systems, air traffic control, and life support or weapons systems. The Services shall not be used for or in any HIGH RISK environment.
14. **INJUNCTIVE RELIEF.** You acknowledge that any use of the Services contrary to this Agreement, or any transfer, sublicensing, copying or disclosure of technical information or materials related to the Services, may cause irreparable injury to Provision Collaboration, its Affiliates, suppliers and any other party authorized by Provision Collaboration to resell, distribute, or promote the Services ("Resellers"), and under such circumstances Provision Collaboration, its Affiliates, suppliers and Resellers will be entitled to equitable relief, without posting bond or other security, including, but not limited to, preliminary and permanent injunctive relief.
15. **NO WARRANTIES.** YOU UNDERSTAND AND AGREE THAT THE SERVICES ARE PROVIDED "AS IS" AND PROVISION COLLABORATION, ITS AFFILIATES, SUPPLIERS AND RESELLERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. PROVISION COLLABORATION, ITS AFFILIATES, SUPPLIERS AND RESELLERS MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, REGARDING THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES OR THAT THE SERVICES WILL MEET ANY USER'S REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. USE OF THE SERVICES IS AT YOUR SOLE RISK. ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOU RESULTING FROM THE USE OF THE SERVICES. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SERVICES REMAINS WITH YOU. PROVISION COLLABORATION DOES NOT ASSUME ANY RESPONSIBILITY FOR RETENTION OF ANY USER INFORMATION OR COMMUNICATIONS BETWEEN USERS. PROVISION COLLABORATION CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE SERVICES. USE IS AT YOUR OWN RISK.
16. **INDEMNIFICATION.** You agree to indemnify, defend and hold harmless Provision Collaboration, its affiliates, officers, directors, employees, consultants, agents, suppliers and Resellers from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys' fees) arising from Your use of the Services, Your violation of this Agreement or the infringement or violation by You or any other user of Your account, of any intellectual property or other right of any person or entity or applicable law.
17. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL PROVISION COLLABORATION OR ITS AFFILIATES, SUPPLIERS OR RESELLERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS OR DAMAGE) ARISING OUT OF

THE USE OF OR INABILITY TO USE THE SERVICES OR THE PROVISION OF OR FAILURE TO PROVIDE TECHNICAL OR OTHER SUPPORT SERVICES, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE) CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF PROVISION COLLABORATION, ITS AFFILIATES, SUPPLIERS OR RESELLERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, PROVISION COLLABORATION'S, ITS AFFILIATES', SUPPLIERS' AND RESELLERS' MAXIMUM CUMULATIVE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE SERVICES (IF ANY) IN THE TWELVE (12) MONTHS PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH CLAIMS.

18. **AGREEMENT TO ARBITRATE; WAIVER OF CLASS ACTION.** If You are located in the United States, you agree to resolve disputes only on an individual basis, through arbitration. **The parties expressly waive any right to bring any action, lawsuit, or proceeding as a class or collective action, private attorney general action, or any other proceeding in which any party acts or proposes to act in a representative capacity.**
19. **PRIVACY AND OTHER POLICIES.** Use of the Services is also subject to Provision Collaboration's Privacy Policy. The Privacy Policy, and all policies are incorporated into this Agreement by this reference. Furthermore, if Your Use of the Services requires Provision Collaboration to process any personally identifiable information ("PII" or "Personal Data") Provision Collaboration shall do so at all times in compliance with our Provision Collaboration Global Data Processing Addendum and is incorporated in these Terms of Service. Additionally, you understand and agree that Provision Collaboration may contact You via e-mail or otherwise with information relevant to Your use of the Services, regardless of whether You have opted out of receiving marketing communications or notices.
20. **MISCELLANEOUS**

**20.1 Choice of Law and Forum.** This Agreement shall be governed by and construed under the laws of the United Kingdom of Great Britain and Northern Ireland.

**20.2 Waiver and Severability.** Failure by either Party to exercise any of its rights under, or to enforce any provision of, this Agreement will not be deemed a waiver or forfeiture of such rights or ability to enforce such provision. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision will be amended to achieve as nearly as possible the same economic effect of the original provision and the remainder of this Agreement will remain in full force and effect.

**20.3 General Provisions.** This Agreement embodies the entire understanding and agreement between the Parties respecting the subject matter of this Agreement and supersedes any and all prior understandings and agreements between the Parties respecting such subject matter, except that if You or Your company have executed a separate written agreement or you have signed an order form referencing a separate agreement governing your use of the Services, then such agreement shall control to the extent that any provision of this Agreement conflicts with the terms of such agreement. Provision Collaboration may elect to change or supplement the terms of this Agreement from time to time at its sole discretion. Provision Collaboration will exercise commercially reasonable business efforts to provide notice to You of any material changes to this Agreement. Within ten (10) business days of posting changes to this Agreement (or ten (10) business days from the date of notice, if such is provided), they will be binding on You. If You do not agree with the changes, You should discontinue using the Services. If You continue using the Services after such ten-business-day period, You will be deemed to have accepted the changes to the terms of this Agreement. In order to participate in certain Services, You may be notified that You are required to download software and/or

agree to additional terms and conditions. Unless expressly set forth in such additional terms and conditions, those additional terms are hereby incorporated into this Agreement. This Agreement has been prepared in the English Language and such version shall be controlling in all respects and any non-English version of this Agreement is solely for accommodation purposes.

## Master Subscription Agreement: Exhibit A

### Services Description

This Exhibit A to the Provision Collaboration Terms of Service (“TOS”) describes the Services that may be ordered on an Order Form, or provided by Provision Collaboration, and sets forth further Service-specific terms and conditions that may apply to Provision Collaboration’s provision and Customer’s use of the Services. Capitalized terms not defined herein shall have the meanings assigned to them in the TOS.

A. **Definitions.** For purposes of this Service Description, the following definitions will apply:

“**Host**” means an individual who is an identified employee, contractor, or agent of Customer to whom Customer assigns the right to host Meetings. A Host may hold an unlimited number of Meetings, but only one Meeting at a time. A Host subscription may not be shared or used by anyone other than the individual assigned to be a Host.

“**Meeting**” means a Video meeting.

“**Participant**” means an individual, other than the Host, who accesses or uses the Services, with or without the permission and knowledge of the Host.

“**Provision Collaboration Documentation**” means this Exhibit, the Provision Collaboration website and any additional description of the Services which may be incorporated into this Agreement.

“**Provision Collaboration Meeting Services**” means the various video conferencing, web conferencing, webinar, meeting room, screensharing and other collaborative services offered by Provision Collaboration and its suppliers that Customer may order on an Order Form.

“**Provision Collaboration Phone Services**” means voice connectivity services, including, but not limited to, interconnected VoIP services, provisioning of direct dial numbers, and related services that Customers may order on an Order Form.

B. **Provision Collaboration Meeting Services.** Provision Collaboration Meeting Services enable Hosts to schedule and start Meetings and to allow Participants to join Meetings for the purpose of collaborating using voice, video, and screensharing functionality. Every meeting will have one Host. Chat features allow for out-of-session one-on-one or group collaboration.

C. **Provision Collaboration Services for Education.** Provision Collaboration Services for Education allows schools and educators to use Meeting Services for educational purposes. Provision Collaboration and its suppliers maintain policies and procedures designed to comply with applicable requirements of student privacy laws including, without limitation, GDPR and the Family Educational Rights and Privacy Act (FERPA) and applicable state laws (the “Privacy Laws”). The Privacy Laws may provide students or their parents with certain rights in their personal information. If you are a parent or student and you have questions about the Privacy Laws or your related rights, please contact your school administration. Provision Collaboration and its suppliers will not use any student data for marketing or advertising purposes, or any other commercial



purpose, except to provide Services to our School Subscribers. If you are a “School Subscriber” — typically meaning a school or school administrator or a teacher — you represent and warrant that you have been duly authorized by your school to create an account, use the Services, and to agree to these contract terms. You further agree to use your account solely for educational purposes and solely for the benefit of your school and its students. If you are a School Subscriber subject to U.S. or similar law, you consent, for yourself and your school or school district, to Provision Collaboration and its supplier’s collection, use and sharing of personal information of End Users including those who are children under the age of 13 in accordance with Provision Collaboration and its supplier’s K-12 Schools & Districts Privacy Policy and You instruct Provision Collaboration to process the personal data of End Users in accordance with such policy. If you are a School Subscriber subject to GDPR or similar law, you determine the legal basis, means and purposes for processing the data, and instruct Provision Collaboration and its suppliers to process personal information of End Users, including those who are children under the age 16.

D. **Provision Collaboration Phone Services.** The following sets forth the further terms and conditions that apply to the Provision Collaboration Phone Services.

1. **Definitions:** For purposes of the Provision Collaboration Phone Services, the following definitions apply:

“**Device**” means the device assigned to a virtual extension or individual digital line set up within an account or by Provision Collaboration and its suppliers at the Customer’s direction or request.

“**Phone Host**” means the individual assigned to a number which enables use of the Phone Service. A Phone Host is a “Host” for purposes of the definition of End User

“**Provision Collaboration Phone Calling Plan**” means the pricing structure that enables Phone Hosts and End Users to access the PSTN. Calling plans may be “Metered” or “Unlimited” as defined on the Order Form.

“**Provision Collaboration Phone Commitment**” means the minimum monthly bundle of minutes that a Phone Metered Calling Plan Customer commits to use in connection with Provision Collaboration Phone Services.

2. **Telecommunications Provider.** Provision Collaboration and its suppliers are the telecommunications providers of Provision Collaboration Phone Services and set the terms, conditions and rates for Provision Collaboration Phone Services.
3. **Description of Services.** Provision Collaboration Phone Services are cloud-based phone services that use voice over internet protocol (**VoIP**) to provide Customer with the following services and functionalities (as selected by Customer on an Order Form):

- a. **Provision Collaboration Phone Services.** The Provision Collaboration Phone Service is a cloud-based phone service that allows two-way voice calling and private branch exchange (PBX) functionality, and an associated feature set.
  - b. **Public Switched Telephone Network Communications (PSTN) Access.** Phone Hosts and End Users can be enabled to make and receive calls to the PSTN and be assigned a direct inward dialling phone number (DID) via a Provision Collaboration Phone Calling Plan.
  - c. **Bring Your Own Carrier (BYOC).** BYOC allows customers to use the telecommunications provider of their choice to provide PSTN access and inward DID numbers. Provision Collaboration provides BYOC customers with software that enables On Net Access and access to a range of Provision Collaboration call management features and functions. BYOC enables customers to (i) have PSTN capability in regions where Provision Collaboration does not offer PSTN Access; (ii) maintain relationships with currently deployed carriers; and/or (iii) configure deployments for flexibility and redundancy. Customer must ensure that its carrier provides all regulated telecommunications services and is responsible for telecommunications regulatory compliance
  - d. **Additional Provision Collaboration Phone Services.** Additional functionality such as enabling common area phones, and additional Toll Free and DID phone numbers may be purchased as described on the Order Form.
  
4. **Billing and Invoicing.** Provision Collaboration or it's nominated supplier will bill Customers based on the Charges set forth on the Order Form. Charges based on usage, or overage amounts that exceed the Provision Collaboration Phone Commitment, will be billed in arrears, the month following the month a Charge is incurred. No adjustment will be made, or credit or refund given, for usage that is less than the Provision Collaboration Phone Commitment.
  - a. **On Net Access.** On Net capability will be provisioned by default for all Provision Collaboration Meeting Services. Phone Hosts may access and use On Net services at no charge for so long as the underlying license to the Provision Collaboration Meeting Service remains active.
  - b. **Taxes.** Customer acknowledges and agrees that Provision Collaboration Phone Services are subject to certain Taxes and Fees (including, but not limited to, assessments for universal service) that are not applicable to Provision Collaboration Meeting Services. Accordingly, Provision Collaboration shall invoice Customer for Taxes and Fees associated with the Charges.
  
5. **Reasonable Use and Right to Review.** Provision Collaboration offers unlimited and metered Phone Calling Plans. These plans are subject to the Provision Collaboration Voice Reasonable Use Policy. Provision Collaboration Phone Calling Plans are for normal and reasonable business use; unreasonable use is prohibited. Use of Provision Collaboration Phone may qualify as unreasonable if Customer (a) engages in business activities that involve continual, uninterrupted,

or consistently excessive use of Provision Collaboration Phone Services, (b) makes any misrepresentations to Provision Collaboration Voice that materially affect volume or type of use of Provision Collaboration Phone Services, (c) engages in fraudulent or illegal use of Provision Collaboration Phone Services, including any activity that violates telemarketing laws or regulations, or (d) uses Provision Collaboration Phone Services in any manner that harms Provision Collaboration Voice's network or facilities or interferes with the use of the service by other Customers. Use that is inconsistent with the types and levels of usage by typical business customers on the same plan may be used as an indicator of abnormal or unreasonable use, including but not limited to abnormal call lengths; abnormal call frequency; abnormal call duration; abnormal calling patterns that indicate an attempt to evade enforcement of this Provision Collaboration Voice Reasonable Use Policy. Provision Collaboration reserves the right to review Customer use to determine if it is consistent with this Provision Collaboration Voice Reasonable Use Policy. In the event Provision Collaboration Voice determines that You may be engaging in unreasonable use, Provision Collaboration Voice will determine the appropriate remedy and will take action to remedy any unreasonable use, including, at its sole discretion, discussing the use with You, moving You to an appropriate Provision Collaboration Phone Calling Plan, terminating certain Hosts, and/or otherwise modifying, suspending or terminating Your Provision Collaboration Phone services.

6. **Termination of Provision Collaboration Meeting Services.** Access to Provision Collaboration Phone Services could require a corresponding license to other Provision Collaboration Services depending on the solution used, for example, a Provision Collaboration Meeting Service license. In the event that the Provision Collaboration Meeting Service license is terminated, the equivalent access to Provision Collaboration Phone Services will also be terminated. At such time, the Customer will be billed for any incurred usage charges, and will not be credited for any pre-paid amounts toward the Provision Collaboration Phone Commitment.
  
7. **Provision Collaboration Emergency Calling (E911) Customer Obligations.** The Customer acknowledges and agrees that the Customer has read and understood the calling capabilities of the platform and the Customer's obligations with respect to its End Users. Such obligations include, but are not limited to:
  - a. ensuring that all Phone Hosts receive Emergency Calling or 911 Customer Notification;
  - b. ensuring that all assigned phone numbers are registered for emergency calling purposes through the E911 link or Emergency Calling within Customer's account and that all registration information remains accurate and up to date; and
  - c. distributing warning stickers or other appropriate labels warning End Users that emergency service may be limited or not available and instructing Phone Hosts to place such stickers on or near the Devices and other equipment used in conjunction with Provision Collaboration Phone Services.

Provision Collaboration reserves the right at any time to update the Emergency Calling or 911 Customer Notification as necessary to reflect changes in law or

technology that affect the emergency calling capabilities of Provision Collaboration Phone Services and those of its suppliers and any such updates shall be effective immediately upon Customer's receipt of notice.

8. **Equipment.** Provision Collaboration does supply Devices and other equipment used in connection with the Provision Collaboration Phone Services and those of its suppliers. Certain Devices and equipment have been approved for use on the platforms supplied by Provision Collaboration and its suppliers. The summary of Devices and equipment to date that are supported by the phone platforms may be provided on request. The Customer should consult with Provision Collaboration prior to deploying any other Devices and equipment.
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- E. **Provision Collaboration Services for Government.** Provision Collaboration's services for Government are a limited version of the Provision Collaboration Meeting Services in a separate, FedRAMP-compliant cloud environment hosted in Amazon Web Services Government Cloud and Provision Collaboration's suppliers collocated data centres (e.g. in San Jose, CA and New York), independent of the standard commercial cloud environment. Provision Collaboration's services for Government currently does not include availability of cloud recordings and cloud recording transcriptions. Provision Collaboration Meeting Services and Provision Collaboration Services supplied for Government are independent environments and, therefore, data cannot be exchanged between them including, without limitation, instant messaging data or chat data.
  
  - F. **Application Marketplace.** The Application Marketplace is a site providing access to applications (the "Apps") created by third party developers ("Publishers") that are interoperable with the services of Provision Collaboration's suppliers. Provision Collaboration does not perform any testing and does not warrant or support the Apps. Provision Collaboration is not responsible for the Apps, their content, functionality, availability, or support. Apps may become unavailable or be removed by a Publisher at any time and any data stored in them may be lost or become inaccessible. Provision Collaboration is not responsible for Customer Data transferred to a Publisher, or for any transmission, collection, disclosure, security, modification, use or deletion of Customer Data by or through an App. Publishers may use Customer Data as permitted in the Publisher Terms. Use of the Apps may require Customer Data to be transferred to the Publisher and by accessing and using the App, Customer consents to the transfer of Customer Data as required by the Publisher. Provision Collaboration does not support the Apps. Customer should contact the Publisher for support or questions. Provision Collaboration makes no representations and disclaims all warranties, express or implied, regarding Apps and reserves the right to remove an App from the Marketplace at any time, in its sole discretion.