

## QWEST CONFERENCING SERVICE AGREEMENT

Your click on the radio button at the end of this Qwest Conferencing Service Agreement ("Agreement") labeled "I accept " is an electronic signature and acknowledges: (1) you do not have any other agreement with Qwest Communications Company, LLC f/k/a Qwest Communications Corporation ("Qwest" or "QCC") regarding conferencing services in effect; (2) you agree this Agreement contains all of the terms under which Qwest Conferencing Service ( "Service") is offered, even if you have another agreement with Qwest for other services, and (3) you understand and agree to these terms (even if you do not read them). You can print a paper copy of this Agreement from this page. Qwest does not otherwise provide you with a paper copy. If you do not agree to the terms of this Agreement, in their entirety without modification, click the "I decline" button and your request for a Qwest Conferencing account will not be submitted.

A "Consumer" is an individual who wishes to obtain Service primarily for personal, family or household purposes. A Consumer may not order Service from this page. If you are a Consumer, please click the "I decline" button. If you click the "I Accept" button, you are representing to Qwest that you are not a Consumer.

### SERVICE-SPECIFIC TERMS

**1. General.** Qwest or its subsidiaries will provide Service under the terms of this Agreement, the RSS, and the ISS.

**2.** You ("Customer") agree that you will not resell the Service and your use of the Service will comply with all applicable laws. Qwest will provide Service if: (a) there is a valid, accurate, and complete Order Form submitted by Customer; (b) adequate capacity is available; and (c) Qwest accepts the Order Form. Qwest may change features or functions of the Service; for material changes, Qwest will provide 30 days' prior written notice, but may provide a shorter notice period if the change is based on Regulatory Activity.

**3. Service.**

**3.1 Description.** This Service enables customers to conduct telephone conferences with multiple parties in multiple locations. Service includes Reservationless Audio and Web, Passcode, Operator Assisted, and Event conferencing. Customer has access to Qwest's Service and support 24 hours a day 7 days a week. Qwest provides Service both domestically and internationally from select equipment locations.

**3.2 Types.**

**(a) Reservationless Audio.** On-demand audio conferencing product that is available to moderators and participants 24 hours a day, 7 days a week, 365 days a year, without a reservation. Moderators are provided a dedicated dial-in number, room number, and PIN. Moderators open and close their own calls.

**(b) Reservationless Web Conferencing.** An online meeting service that enables real-time interaction and sharing of data over the Web by moderators and participants during a Reservationless conference. Web Conferencing services are integrated with an audio bridge, but can be used as a stand-alone product.

**(c) Reservationless Multimedia.** Pricing that includes audio toll or toll-free access and Web rates, combined. Customers must choose between Multimedia pricing and separate Reservationless Audio and Web Conferencing pricing. The chosen pricing structure will apply to the entire invoice.

**(d) Passcode.** A moderator must reserve a Passcode conference. The conference is accessed via passcode. There is no operator assistance. Passcode service is audio-only and can not be recorded.

**(e) Operator Assisted.** A moderator must reserve an Operator Assisted conference. The conference is limited to fifty participants. The call is opened by an operator.

**(f) Event.** A high-end operator-managed conference with an audience from fifty-one to thousands of participants that can be accessed via audio and Web connections. Participants can access live events in real time, via archived programs on demand, or both.

**(g) Bridge.** Equipment that mixes multiple audio inputs and feeds back composite audio to each station after removing the individual station's input. This equipment may also be called a mix-minus audio system.

**(h) Transport.** The long distance portion of the call.

**3.3 Conference Access Descriptions.** Qwest provides a number of domestic and international access arrangements to bridging services.

**(a)** Access to/from bridging equipment located in the 48 contiguous U.S. states. Access locations include all U.S. states and territories and Canada.

**(i) Toll** – A moderator or participant may access any call by dialing the assigned toll number. The moderator or participant will incur any applicable transport charges.

## QWEST CONFERENCING SERVICE AGREEMENT

**(ii) Toll-free** - A moderator or participant may access a call where toll-free access is available. The moderator will incur the applicable toll-free charges. Toll-free access is available from the United States, the U.S. territories, and Canada.

**(iii) ITFS** - A single toll-free number dialed from a particular country, and terminating in the United States. Each country uses a unique number. ITFS is available in international locations. Some countries may not accept new orders and some may not accept portability orders.

**(iv) UIFN** - Enables access from multiple participating countries through one toll-free access number. Some countries may not accept new orders and some may not accept portability orders.

**(v) Dial-out** - An operator or the moderator dials a moderator or participant from the bridge. The moderator will be charged appropriate domestic or international dial-out rates.

**(vi) Dial-me** - A moderator or participant dials himself or herself from Web Conferencing. The moderator will be charged the appropriate domestic or international dial-out rates.

**3.4 Optional Features.** Optional Features are available on request and require an additional fee.

**(a) Reservationless Optional Feature:**

**(i) Audio Recording** – The moderator presses \*17\* on the touchtone telephone to begin recording the call. The moderator presses \*17\* again to stop recording the call. A digital recording of a conference can be made available for playback 24 hours a day, 7 days a week, for up to 15 days. Additional line in conference, per minute charge applies. Playback results in a per line per minute charge for each participant that accesses the recording.

**(b) Web Conferencing Optional Features:**

**(i) Live Streaming** - Participant will view the Web presentation synchronized with the live audio stream. Audio will be heard through desktop speakers or computer head set. An audio connection through Reservationless Audio Conferencing is not necessary.

**(ii) Synchronized presentation with audio, public chat, Web tours, application sharing, and annotations included.** Archive is provided as a zipfile that can be downloaded and hosted by the customer or as a CD sent via normal delivery (U.S. mail) to mailing address for the account holder.

**(iii) Archive Hosting** – Hosted for 3 months; unlimited playbacks allowed. Can be viewed from within the account and have a forward option and password protection option.

**(iv) Hosting Renewal Option** – Hosted for an additional three months.

**(c) Operator Assisted Optional Features:**

**(i) CD Recording** – The entire conference call is recorded on a CD.

**(ii) Electronic Recording** – Formats include MP3 and Real Media

**(iii) Remote Replay** – A digital recording of a conference can be made available for playback, 24 hours a day, 7 days a week, for as long as required.

**(iv) Post Conference Participant List** – A list of all participants that attended the call.

**(v) Transcription** – A typed transcription of a taped conference call is available (1 hour minimum). Standard service has 72-hour turnaround time. Premium service has 24-hour turnaround time.

**(vi) Operator Dial-out** – Allows the operator to access an outside line to call a new participant and either place the participant into the conference or disconnect the participant.

**(d) Event Optional Features:**

**(i) Event Audio Optional Features** include all Operator Assisted Optional Features in addition to the following:

- **Communication Line** – An additional operator is on a private line with a representative of the moderator. The operator and representative can communicate about the number of participants, what participants to let in the call, and other details of the call.
- **CD Audio-only Recording** – An audio-only recording of the audio call. Available in a variety of formats.
- **Participant Information Gathering** – No Charge for first 2 items (e.g., participant name and phone number)
- **Translations** – Conference can be translated into most foreign languages with 24-hour advance notice.

## QWEST CONFERENCING SERVICE AGREEMENT

- Customized Greeting – As each participant calls in, or is called to join the conference call, the participant is greeted with a customized message determined by the originator.

### (ii) Event Web Features:

- Online Presentation, Audio Streaming, Online Presentation with Audio Streaming, Video Streaming, and Video Streaming with Online Presentation all include the following options:
  - Live only – Only live participants on the call.
  - Live & Archive – Live participants and the call is archived.
  - Additional Live Participants reserved – A reservation for additional live participants at least 24 hours before the start of the call.
  - Additional Live Participants unreserved – A request is made for additional live participants within 24 hours of the start of the call or at the time of the call.
  - Additional Archive Hosting – The time of availability for an archived call is extended for 3 months.
- Additional Event Web and Event Web Video Features:
  - Download Slides – Accompanying documents can be made available for download.
  - Web Q&A – Participants can ask questions via the Web during an online presentation.
  - Polling – Participants can vote in real-time and view the results live during the event.
  - URL (Live Web Site) Push – The moderator can share a live Web site with the participants during an online presentation.
  - Additional Archive Hosting – Additional archive hosting can be reserved in 3-month segments.
  - Archive CD-ROM – A portable version of Event Web Archive.
  - Web Interface/Custom Template – A fully branded template reflecting your desired image. Hyperlinks and images can be included. This module is required for a first event and can then be used free of charge for separate language templates or for future events provided no significant modifications are made.
  - Custom Participant Pre-Registration Page – A fully branded registration page with choice of fields complete with an optional branded confirmation email for each registrant.
  - Synchronized Speaker Photos – A synchronized image of each speaker appears on the Webcast template when he/she is speaking.
  - Surveys – Information is gathered from the audience and is available with online access to real-time reporting.
  - Pass code Access – The Webcast is protected with a Passcode or a non-disclosure agreement is included.
  - Web Mastering per hour – Web mastering services above and beyond the standard custom template design.
  - Technical Services – Technical services above and beyond the standard.

### 3.5 International Clauses.

**(a)** Customer acknowledges and agrees that the Service will be offered subject to: (i) compliance with all applicable laws and regulations; (ii) obtaining any domestic or foreign approvals and authorizations required or advisable; (iii) continued availability of any of the Service in any jurisdiction, country, or to any location; and (iv) continued availability of access lines in any particular jurisdiction, country, or location. Customer acknowledges and agrees that Qwest may elect not to offer the Service in or to any particular jurisdiction, location, or country, or may block Service to or from any particular jurisdiction, location, or country if Qwest determines, in its sole discretion, that the continuation of such Service is not permitted or advisable.

**(b)** Customer's use of the Service, will comply, in all material respects, with all international, federal, state, and local laws and regulations relating to its performance under this Agreement. Customer represents and warrants that it is duly incorporated in or otherwise has all necessary permissions and authorizations required to do business in the locations in which it orders Service or otherwise does business. Customer is solely responsible for obtaining all licenses, approvals, and regulatory authority, if any, for its use of the Service.

**(c)** Customer will comply fully with all export and re-export controls under U.S. Export Administration Regulations and/or relevant regulations of any other applicable jurisdiction (collectively, "Export Controls"). Customer acknowledges that certain equipment, software, and technical data which may be provided hereunder may be subject to such Export Controls.

**(d)** Customer acknowledges and agrees that certain laws of the U.S., including the Foreign Corrupt Practices Act, 15 U.S.C. Sections 78dd-1 et seq., prohibit any person subject to the jurisdiction of the U.S. from making or promising to make any payment of money or anything of value, directly or indirectly, to any government official, political party, or candidate for political office for the purpose of obtaining or retaining business. Customer represents and warrants that in the performance of its obligations hereunder, it has not made, and will not make, any such proscribed payment.

**(e)** Customer will defend, indemnify, and hold harmless Qwest, its affiliates, and contractors from any and all damages, claims, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from or related to any violation of the three previous sections.

**(f)** Customer is providing to Qwest the names of and contact information ("Business Contact Information") for its employees ("Business Contacts") who have purchasing or other responsibilities relevant to Qwest's delivery of Service under this Agreement. The Business Contact Information does not include personal data revealing racial or ethnic origin, political opinions, religious or

## QWEST CONFERENCING SERVICE AGREEMENT

philosophical beliefs, trade-union memberships, financial status, health, or sex life. Customer consents to Qwest's and its affiliates' use and transfer to the United States of Business Contact Information for the purpose of: (i) fulfilling its obligations under this Agreement; and (ii) providing information to Customer about Qwest's products and services via these Business Contacts. Customer represents that the Business Contact Information is accurate and that each Business Contact has consented to Qwest's processing of their Business Contact Information for the purposes set forth herein. The Business Contact Information provided by Customer has been collected, processed, and transferred in accordance with applicable laws, including, where applicable, any necessary notification to the relevant data protection authority in the territory in which Customer is established ("Authority"). Customer will notify Qwest promptly of staffing or other changes that affect Qwest's use of Business Contact Information. Qwest will have in place technical and organizational measures that ensure a level of security appropriate to the risk represented by the processing and the nature of the Business Contact Information, and that protects such information against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure, or access. Qwest will use the information only for the express purposes set forth herein. Qwest will identify a contact authorized to respond to inquiries concerning processing of Business Contact Information and will reasonably cooperate in good faith with Customer and the Authority concerning all such inquiries without excessive delays.

**4. Charges.** Customer will pay the rates and charges set forth in the Pricing section of this Agreement. The charges for each component of Service commence within five days of Qwest's notification to Customer that the Service component is provisioned and ready for use. The rates do not include costs associated with local access.

### GENERAL TERMS

**5. Term.** This Agreement is effective when Customer clicks to accept the terms and conditions and will remain in effect until terminated by either party per the Termination section of this Agreement.

**6. Payment.** Customer must pay QCC all charges within 30 days from the invoice date. Any amount not paid when due will be subject to late interest at the lesser of 1.5% per month or the maximum rate allowed by law. Customer must also pay QCC any applicable Taxes assessed in connection with Customer's Services. Taxes are subject to change. QCC may reasonably modify the payment terms or require other assurance of payment based on Customer's payment history or a material and adverse change in Customer's financial condition. Customer must not remit payment for the Services by funds obtained through the American Recovery and Reinvestment Act (or ARRA) or other similar stimulus grants or loans that would obligate Qwest to provide certain information or perform certain functions unless those functions and obligations are specifically included and agreed to by the parties elsewhere in this Agreement or in an amendment to this Agreement.

### **7. Licenses; Dispatch Fee.**

**7.1** If Qwest must access a building that houses Customer's premises to install, operate, or maintain Service or associated Qwest equipment, Customer will provide or secure at Customer's expense the following items: (a) appropriate space and power; and (b) rights or licenses.

**7.2** Any facility or equipment repairs on Customer's side of the demarcation point are Customer's responsibility. If Customer requests a technician visit for a problem that Qwest determines: (a) not to be caused by Qwest facilities or equipment on the Qwest side of the demarcation point; or (b) is on Customer's side of the demarcation point, Qwest will assess a separate dispatch fee. Qwest will notify Customer and obtain Customer's authorization before dispatching a technician.

**8. Disclaimer of Warranties.** EXCEPT FOR EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, QWEST DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICES. QCC DISCLAIMS: (A) ANY LIABILITY FOR LOSS, DAMAGE, OR INJURY TO ANY PARTY AS A RESULT OF ANY CPE; AND (B) ALL WARRANTIES FOR CPE.

### **9. Limitation of Liability.**

**9.1** NEITHER PARTY, ITS AFFILIATES, AGENTS, OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER RELATING TO THE SERVICES OR THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED. WITH REGARD TO ANY SERVICE-RELATED CLAIM BY CUSTOMER FOR DAMAGES THAT IS NOT LIMITED BY THE PRECEDING SENTENCE, CUSTOMER'S EXCLUSIVE REMEDIES FOR SUCH CLAIM WILL BE LIMITED TO THE TOTAL MRCs OR USAGE CHARGES PAID BY CUSTOMER TO QCC FOR THE AFFECTED SERVICE IN THE ONE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM. EACH PARTY'S TOTAL AGGREGATE LIABILITY RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL MRCs AND USAGE CHARGES PAID BY CUSTOMER TO QCC UNDER THIS AGREEMENT IN THE THREE MONTHS IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM ("DAMAGE CAP"). This limitation of liability and Damage Cap will not apply to a party's indemnification obligations or Customer's payment obligation for charges under this Agreement, (e.g., Service charges, Taxes, and interest).

**9.2** Any claim relating to this Agreement must be brought within two years after the claim arises.

**10. Personal Injury, Death, and Property Damage.** Each party will be responsible to the other party for the actual, physical

## QWEST CONFERENCING SERVICE AGREEMENT

damages directly caused by its negligent acts or omissions in the course of its performance under this Agreement, limited to damages resulting from personal injury or death to a party's employees and loss or damage to a party's personal tangible property. Damages under this Section will be subject to the limitation of liability in this Agreement but not the Damage Cap.

**11. Indemnification.** Each party will defend and indemnify the other party, its Affiliates, agents, and contractors against all third party claims, liabilities, costs, and expenses, including reasonable attorneys' fees, involving personal injury or death to persons or loss or damage to personal tangible property resulting from the gross negligence or willful misconduct of the indemnifying party. Customer will also defend and indemnify QCC, its Affiliates, agents, and contractors against all third party claims, liabilities, costs, and expenses, including reasonable attorneys' fees, related to the modification or resale of the Services by Customer or End Users.

**12. Termination.** Either party may terminate this Agreement and all Service under it without incurring a termination charge by providing 60 days advance written notice per the Notices section of this Agreement.

**13. CPNI.** Qwest is required by law to treat CPNI confidentially. Customer agrees that Qwest may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on Qwest's behalf, to determine if Customer could benefit from the wide variety of Qwest products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing Qwest in writing. Customer's decision regarding Qwest's use of CPNI will not affect the quality of service Qwest provides Customer.

**14. Confidentiality; Publicity.** Neither party will, without the prior written consent of the other party: (a) disclose any of the terms of this Agreement or use the name or marks of the other party or its Affiliates; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, this Agreement) the Confidential Information of the other party. Each party will use reasonable efforts to protect the other's Confidential Information, and will use at least the same efforts to protect such Confidential Information as the party would use to protect its own. Qwest's consent may only be given by its Legal Department. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under this Agreement, provided that the disclosing party gives the non-disclosing party reasonable prior written notice.

### **15. Governing Law; Dispute Resolution.**

**15.1 Governing Law; Forum.** Colorado state law, without regard to choice-of-law principles, governs all matters relating to this Agreement. Any legal proceeding relating to this Agreement will be brought in a U.S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction, in the location of the party to this Agreement not initiating the action, as indicated in the Notices section. But Qwest may, at its discretion, initiate proceedings in Denver, Colorado to collect undisputed amounts billed.

**15.2 Waiver of Jury Trial and Class Action.** Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a jury trial and any right to pursue any claim or action relating to this Agreement on a class or consolidated basis or in a representative capacity.

### **16. Notices.**

**16.1 Required Notices.** Customer's current address, email, and person designated for notices are as provided by Customer when completing the request for Service. Customer must provide Qwest with notice of any changes to this information as outlined in this section. Unless otherwise provided herein, all required notices to QCC must be in writing, sent to 1801 California St., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Legal Dept., and to Customer at its then current address as reflected in QCC's records Attn.: General Counsel or other person designated for notices. Unless otherwise provided in this Agreement, all notices will be deemed given: (a) when delivered in person to the recipient named above; (b) three business days after mailed via regular U.S. Mail; (c) when delivered via overnight courier mail; or (d) when delivered by fax if duplicate notice is also sent by regular U.S. Mail.

**16.2 Service Termination Notices.** Customer's notice of termination must be sent via mail, facsimile, or e-mail to: Qwest, Attn.: Dublin Service Center, GBM Disconnects, 4650 Lakehurst, 2nd Floor Disconnect Center, Dublin, OH 43017, FAX: 866.887.6633, e-mail: [GBMdisconnects@qwest.com](mailto:GBMdisconnects@qwest.com). Such termination will be effective 30 days after QCC's receipt of the notice, unless a longer period is otherwise required.

**17. Assignment.** Either party may assign this Agreement without the other party's prior written consent: (a) in connection with the sale of all or substantially all of its assets; (b) to the surviving entity in any merger or consolidation; (c) to an Affiliate; or (d) to satisfy a regulatory requirement imposed upon a party by a governmental body with appropriate authority; provided such party gives the other party 30 days' prior written notice of such assignment. Any assignee of the Customer must have a financial standing and creditworthiness equal to or better than Customer's, as reasonably determined by Qwest, through a generally accepted, third party credit rating index (i.e. D&B, S&P, etc.). Any other assignment will require the prior written consent of the other party.

**18. General.** Qwest reserves the right, at any time, and with 30 days advance written notice, to: (a) pass through to Customer all, or a portion of, any charges or surcharges directly or indirectly related to Service; (b) modify the Service, rates, promotions, or terms and conditions of this Agreement; or (c) if the pass-throughs and modifications materially and adversely impair the provision of Service, as reasonably determined by Qwest, terminate the affected Service. Qwest may provide a shorter notice period if the change under this section is based on Regulatory Activity. This Agreement is intended solely for QCC and Customer, and not to benefit any other person or entity (e.g., End Users). If any term of this Agreement is held unenforceable, such term will be construed as nearly as possible to reflect the original intent of the parties and the remaining terms will remain in effect. Except for time requirements that might be stated

## QWEST CONFERENCING SERVICE AGREEMENT

elsewhere in this Agreement, neither party's failure to insist upon strict performance of any provision of this Agreement will be construed as a waiver of any of its rights hereunder. All terms of this Agreement that should by their nature survive the termination of this Agreement will so survive. In the event of a conflict in any term of any documents that govern the provision of Services hereunder, the following order of precedence will apply in descending order of control: this Agreement, RSS, and ISS, and Order Form. Neither party will be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by a Force Majeure Event. Except for Service modifications initiated by QCC, Customer will be provided with 30 days' advance written notice when there are changes to this Agreement and Customer's continued use of the Service after that date will constitute acceptance of the change, unless Customer contacts Qwest within that timeframe to terminate Service under the Termination section of this Agreement. Customer represents that the full legal name Customer provided when completing the request for Service is accurately stated, the person electronically signing this Agreement is duly authorized to do so, and the execution of this Agreement is not in conflict with any laws, charters, bylaws, articles of association, or agreements to which Customer is bound or affected. Qwest may act in reliance upon any instruction or electronic signature reasonably believed by Qwest to be genuine.

**19. Entire Agreement.** This Agreement and Qwest-accepted Order Forms constitute the entire agreement between Customer and QCC and supersede all prior oral or written agreements or understandings relating to this subject matter.

### 20. Definitions.

"Affiliate" means any entity controlled by, controlling, or under common control with a party.

"Confidential Information" means any information that is not generally available to the public, whether of a technical, business, or other nature, (including Customer information or CPNI), and that: (a) the receiving party knows or has reason to know is confidential, proprietary, or trade secret information of the disclosing party; and/or (b) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect such information against unrestricted disclosure. Confidential Information will not include information that is in the public domain through no breach of this Agreement by the receiving party or is already known or is independently developed by the receiving party.

"CPE" means any customer equipment, software, and/or other materials of Customer used in connection with the Service.

"CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

"End User" means Customer's members, end users, customers, or any other third parties who use or access the Services or the QCC network via the Services.

"Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, flood, labor strike, sabotage, cable cut not caused by QCC, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services.

"ISS" means Information Services Schedule posted at the following site and is subject to change. [http://tariffs.qwest.com:8000/idc/groups/public/documents/service\\_agreements/qcc\\_info\\_services.pdf](http://tariffs.qwest.com:8000/idc/groups/public/documents/service_agreements/qcc_info_services.pdf).

"MRC" means monthly recurring charge.

"Order Form" means the electronic request form Customer completed.

"Regulatory Activity" is a regulation or ruling, including modifications thereto, by any regulatory agency, legislative body or court of competent jurisdiction. Qwest reserves the right to amend, change, withdraw or file additional RSS in its sole discretion, with such updated RSS effective upon posting or upon fulfillment of any necessary regulatory requirements.

"RSS" means as applicable: QCC's International Rates and Services Schedule posted at [http://tariffs.qwest.com:8000/idc/groups/public/documents/rss/htmltoc\\_qcc\\_rss2.htm](http://tariffs.qwest.com:8000/idc/groups/public/documents/rss/htmltoc_qcc_rss2.htm), QCC's Interstate Rates and Services Schedule posted at [http://tariffs.qwest.com:8000/idc/groups/public/documents/rss/htmltoc\\_qcc\\_rss\\_no\\_3.htm](http://tariffs.qwest.com:8000/idc/groups/public/documents/rss/htmltoc_qcc_rss_no_3.htm), and other rate and term schedules, incorporated by this reference.

"Taxes" means foreign, federal, state, and local excise, gross receipts, sales, privilege, or other tax (other than net income) now or in the future imposed by any governmental entity (whether such Taxes are assessed by a governmental authority directly upon QCC or the Customer) attributable or measured by the sale price or transaction amount, or surcharges, fees, and other similar charges, which are required or permitted to be assessed on the Customer.

**QWEST CONFERENCING SERVICE AGREEMENT  
CONFERENCING SERVICE PRICING**

<b>Reservationless Audio Conferencing</b>	
Reservationless Dial In Toll Free	\$0.22 per minute per participant
Reservationless Dial Out / Dial me Domestic	
Reservationless Audio Recording	
Reservationless Audio Recording Replay	
Reservationless Dial In Toll	\$0.18 per minute per participant
Reservationless Dial In Shared Universal International Toll Free	\$0.90 per minute per participant
Reservationless Dial Out / Dial me International	\$0.18 plus specific country long distance rate
<b>Additional Services</b>	
Moderator Call Detail Report	<b>Included with</b> Reservationless and Web Conferencing
<b>Reservationless Web Conferencing</b>	
Web Conferencing (fully integrated with Reservationless audio)	\$0.30 per minute per participant
Desktop Video	Included in the Web Conferencing per minute charge
<b>Additional Services</b>	
Web and Audio Archive – Hosted (90 days)	\$175.00 per archive, hosted for 90 days, unlimited playbacks
Web and Audio Archive – Hosted Renewal (90 days)	\$75.00 per archive, hosted for additional 90 days, unlimited playbacks
Web and Audio Archive – Zip File	\$75.00 per zip file (2 hour turn around)
Web and Audio Archive – CD ROM	\$100.00 per CD (includes shipping within 3-5 days)
Moderator Call Detail Report	No charge
Audio Streaming	\$7.50 per connection
<b>Multimedia Pricing</b>	
Multimedia (Reservationless Audio and Web Conferencing)	\$0.33 per minute per participant *
Multimedia Dial Out / Dial Me International	Please refer to the ISS for the pricing for each country
<p>Multimedia is a cost-effective blended rate for the Reservationless Audio and Web Conferencing solution. Instead of paying a separate price for Audio and Web - pay one price for both whether conducting audio only, Web only or Audio and Web combined conferences.</p> <p>The Multimedia rate plan is an ideal solution for organizations who understand the value of collaboration and security that a Web interface will bring to those “audio” only conferences of the past.</p> <p>*This option must be selected for the entire organization at the time of account set up.</p>	
<b>Passcode Conferences</b>	
<p>Maximum number of participants permitted on a reserved pass code conference is 50. Additional services and operator assistance is not available with passcode conferences. Passcode conferences are available <b>if you do not have a Reservationless account</b> or are waiting for your Reservationless account to be set up.</p>	
Passcode Toll Free Dial in	\$0.27 per minute per participant
Passcode Toll Dial In	\$0.21 per minute per participant
<b>Operator Assisted Audio Conferencing</b>	
<p>An <b>operator is not dedicated</b> to the conference. Operator Assistance is available on demand by pressing *0 on your telephone key pad. Maximum number of participants permitted on an Operator Assisted Audio Conference is 50. Calls with 50+ participants will use Event Conferencing.</p>	
Operator Assisted Toll Free Dial In	\$0.38 per minute per participant
Remote Replay Access (telephone only)	
Operator Assisted Toll Dial In	\$0.24 per minute per participant
Operator Assisted Dial Out (Domestic)	\$0.42 per minute per participant
Operator Assisted Dial Out (International)	Please refer to the ISS for the pricing for each country
<b>Operator Assisted Conferencing Additional Services</b>	
CD Audio-only Recording (Formats Available: CDA, WAV, MP3, Real Media)	\$25.00 per CD

**QWEST CONFERENCING SERVICE AGREEMENT**

CD Overnight Shipping	\$15.00 per shipment
Electronic Recording (audio only) (Formats Available: WAV, MP3, Real Media) <i>sent via email or FTP</i>	\$25.00 per file
Remote Replay Set Up	\$40.00 per event
Remote Replay Participant Report	\$1.00 per participant
Post Conference Participant List	\$5.00 per participant list
Transcription Express Delivery 24 hour turnaround	\$50.00 / 15 minutes of transcription
Transcription Standard Delivery 48-72 hour turnaround	\$35.00 / 15 minutes of transcription
<b>Event Audio</b>	
At least <b>one operator is dedicated</b> to the Event Audio throughout its duration to aid in the production of the conference with 50 or more participants.	
Event Audio Toll Free Dial In	\$0.48 per minute per participant
Event Audio Dial Out (Domestic)	
Event Audio Toll Dial In	\$0.47 per minute per participant
Event Audio Dial Out (International)	Please refer to the ISS for the pricing for each country
<b>Event Audio Included Services</b>	
Unused Line	<b>Included with</b> Event Audio
No Show	<b>Included with</b> Event Audio
Late Cancellation	<b>Included with</b> Event Audio
Audio View	<b>Included with</b> Event Audio
Audio Registration	<b>Included with</b> Event Audio
Managed Question & Answer Sessions	<b>Included with</b> Event Audio
Voting/Polling	<b>Included with</b> Event Audio
Event Direct – Automated Participant Entry Methods	<b>Included with</b> Event Audio
<b>Event Audio Additional Services</b>	
Communication Line	\$75.00 per conference per communication line
CD Audio-only Recording (Formats Available: CDA, WAV, MP3, Real Media)	\$75.00 per CD
CD Overnight Shipping	\$30.00 per shipment
Electronic Audio Recording sent via email or FTP (Formats Available: WAV, MP3, Real Media)	\$25.00 per Event
Remote Replay Set Up	\$40.00 per event
Remote Replay Access	\$0.38 per minute per participant
Remote Replay Participant Report	\$1.00 per participant
Post Conference Participant List	\$5.00 per participant list
Transcription Express Delivery 24 hour turnaround	\$50.00 / 15 minutes of transcription
Transcription Standard Delivery 48-72 hour turnaround	\$35.00 / 15 minutes of transcription
Additional Online Presentation and Streaming Options	Please see Event Web Rate Card
<b>Event Web</b>	
Online Presentation	\$750.00 per hour of live broadcasting for up to 500 participants plus three months of archive hosting with unlimited access to archive
Audio Streaming	\$400.00 per hour for up to 500 participants plus three months of archive hosting with unlimited access to archive
Online Presentation with Audio Streaming	\$1500.00 per hour for up to 500 participants plus three months of archive hosting with unlimited access to archive
<b>Additional Event Web Options</b>	
Additional Live Participants – reserved	\$750.00 per additional 500 participants
Additional Live Participants – unreserved	\$1.75 per additional participant for online presentation <u>or</u> audio streaming
Additional Live Participants – unreserved	\$3.25 per additional participant for online presentation <u>with</u> audio streaming
Online Presentation Archive (Recording)	<b>Included with</b> Live Online Presentation
Audio Streaming Archive (Recording)	<b>Included with</b> Live Audio Streaming
Online Presentation with Audio Streaming Archive	<b>Included with</b> Live Online Presentation with Audio Streaming

**QWEST CONFERENCING SERVICE AGREEMENT**

(Recording)	
Download Slides	<b>Included with</b> Online Presentations. <i>Not available for Audio Streaming only events</i>
Web Q&A	<b>Included with</b> Online Presentation. <i>Not available for Audio Streaming only events</i>
Polling	<b>Included with</b> Online Presentation. <i>Not available for Audio Streaming only events</i>
URL (Live Web Site) Push	<b>Included with</b> Online Presentation. <i>Not available for Audio Streaming only events</i>
Additional Archive Hosting	\$750.00 per additional 3 month block of hosting
Archive CD-ROM (Portable version of Event Web Archive)	\$1250.00 per event
Overnight Shipping	\$30.00 per package
Web Interface (Custom Template)	\$1,875.00 per template
Custom Participant Pre Registration Page	\$625.00 per event - <i>includes custom fields, confirmation email and one reminder per registered participant</i>
Synchronized Speaker Photos	\$625.00 per event <i>Not available for Audio Streaming only events</i>
Surveys	\$625.00 per survey per event <i>Not available for Audio Streaming only events</i>
Event Passcode Access Page	\$625.00 per event
Web mastering per hour	\$625.00 per hour
Technical Services per hour	\$625.00 per hour
** Pricing does not include on-site AV production nor any audio or video bridging costs. A service fee of 25% of the live event streaming fee will be charged if the streaming event is cancelled or rescheduled within 24 hours of the booked start time.	
<b>Event Web Video Streaming**</b>	
Video Streaming	\$1750.00 per hour of live broadcasting for up to 500 participants plus three months of archive hosting with unlimited access to archive
Video Streaming with Online Presentation	\$3500.00 per hour of live broadcasting for up to 500 participants plus three months of archive hosting with unlimited access to archive
<b>Additional Event Web Video Options</b>	
Additional Live Participants – reserved	\$750.00 per additional 500 participants
Additional Live Participants with Online Presentation - reserved	\$1500.00 per additional 500 participants
Additional Live Participants – unreserved	\$6.00 per additional participant for video streaming only
Additional Live Participants – unreserved	\$9.00 per additional participant for video streaming with online presentation
Video Streaming Archive (Recording)	<b>Included with</b> Live Video Stream
Video Streaming with Online Presentation Archive (Recording)	<b>Included with</b> Live Video Stream with Online Presentation
Download Slides	<b>Included with</b> Online Presentation. <i>Not available for Video Streaming only events</i>
Web Q&A	<b>Included with</b> Online Presentation. <i>Not available for Video Streaming only events</i>
Polling	<b>Included with</b> Online Presentation. <i>Not available for Video Streaming only events</i>
URL (Live Web Site) Push	<b>Included with</b> Online Presentation. <i>Not available for Video Streaming only events</i>
** Pricing does not include on-site AV production nor any audio or video bridging costs A service fee of 25% of the live event streaming fee will be charged if the streaming event is cancelled or rescheduled within 24 hours of the booked start time.	

**If you are a Consumer as defined in this Agreement, if you already have an agreement with Qwest covering conferencing services, or if you do not agree to the terms of this Agreement, you must click the button labeled "I decline."**

**[I decline]**

**Your click on the radio button labeled "I accept " is an electronic signature to this Agreement and means you accept all of the terms of this Agreement. Please review the material above for important, binding, legal information.**

**[I accept]**