

# Term of Service

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Please read these terms of service carefully. By registering or using **MeetingZen**, the customer agrees to these terms of service.

These Terms of Service constitute an agreement (this "Agreement") by and between MeetingZen, Inc. (**MeetingZen**), based in Delaware, United States of America ("Provider") and you ("Recipient").

## Definitions

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1. "Account" refers to the Service plans and features selected by Recipient at the time of contract commencement and accepted by Provider, as such plans and features may change by mutual consent of the parties, as recorded by Provider through Our Website or other means.
2. "Addon" refers to additional features or services purchased by Recipient in addition to the Service as defined below.
3. "Effective Date" refers to the date of execution of this agreement.
4. "Materials" refers to written and graphical content provided by or through the Service, including, without limitation, text, photographs, illustrations, and designs, whether provided by Provider, another customer of the Service, or any other third party.
5. "Our Website" refers to <https://meetingzen.com> and any associated subdomains.
6. "Recipient Data" refers to data in electronic form, input or collected through the Service by or from Recipient, and extends to include any trademarks, logos or other intellectual property of the Recipient.
7. "Privacy & Data Policy" refers to Provider's privacy & data policy.
8. "Service" refers to Provider's MeetingZen Software as a Service service. The Service includes such features and services as are set forth on Our Website. Provider may change such features and services from time to time, in its sole discretion.
9. "SLA" refers to Provider's service level agreement, as included as an appendix to this document.

## Service & Payment

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1. *Service.* Provider will provide the Service to Recipient pursuant to its standard policies and procedures then in effect. Some aspects of the Service including but not limited to hosting services may be provided through a third-party service provider.

2. *Payment.* Recipient will pay Provider such Service fees as are required in Recipient's Account, due on the day before the start of the Service and subsequent Terms. Schedule C of this agreement sets out the precise rates and payment terms relevant to this agreement.
3. *Taxes including but not limited to New Zealand GST.* Schedule C will outline whether quoted prices are inclusive or exclusive of appropriate sales taxes. Where Provider collects a tax from the recipient, Provider may only recover the amount of the GST payable on the taxable supply if a valid tax invoice has been issued to Recipient.

## Service Level Agreement (SLA)

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1. In the event of any "Service Failure," as that term is defined in the Schedule B, Provider will issue Recipient such credits as are required by the SLA. Credits issued pursuant to the SLA apply to outstanding or future payments only and are forfeited upon termination of this Agreement. Provider is not required to issue refunds or to make payments against such credits under any circumstances, including without limitation, termination of this Agreement. Credits issued pursuant to the SLA are Recipient's sole remedy for the Service Failure in question. The SLA is hereby incorporated into this Agreement.

## Materials, Software, & IP

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1. *Materials.* Recipient recognises and agrees that: (i) the Materials are the property of Provider or its licensors and are protected by copyright, trademark, and other intellectual property laws; and (ii) Recipient does not acquire any right, title, or interest in or to the Materials except the limited and temporary right to use them as necessary for Recipient's use of the Service.
2. *IP in General.* Provider retains all right, title, and interest in and to the Service, including without limitation all software used to provide the Service and all logos and trademarks reproduced through the Service, and this Agreement does not grant Recipient any intellectual property rights in or to the Service or any of its components.

## Each Party's Warranties

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1. *Recipient's Identity.* Recipient warrants: (i) that it has accurately identified itself through its Account and will maintain the accuracy of such identification; and (ii) that it is a corporation or other business entity authorised to do business pursuant to applicable law or an individual 18 years or older.
2. *Right to Do Business.* Each party warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.
3. *Disclaimers.* Except for the express warranties specified in this section 5, the service is provided "as is" and as available, and provider makes no warranties, either express or implied, including without limitation any implied warranties of merchantability, fitness for a particular purpose, or noninfringement of intellectual property rights. Without limiting the generality of the foregoing, (i) The Provider indemnifies the Recipient against all claims, liabilities, losses, damages or costs (whether incurred by, or awarded against the Recipient) that the Recipient may sustain or incur as a direct or indirect result of any allegation or claim that supply of the Services or the Materials, or their use by the Recipient, infringes the rights (including the intellectual property rights) of any person; and (ii) Provider does not warrant that the Service will perform without error or immaterial interruption.

## Limitation of Liability

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1. In no event will Provider or Recipient's liability arising out of or related to this agreement exceed 2 months fees; and will Provider or Recipient be liable for any consequential, indirect, special, incidental, or punitive damages. The liabilities limited by this section 6 apply: (i) to liability for negligence; (ii) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (iii) even if Provider or Recipient are advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (iv) even if Recipient or Provider's remedies fail of their essential purpose. If applicable law limits the application of the provisions of this Section 6, Provider and Recipient's liability will be limited to the maximum extent permissible

## Data Management

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1. *Access, Use, & Legal Compulsion.* Provider will: (i) protect the confidentiality of the Recipient Data using the same degree of care that it uses with its own confidential information of similar nature, but with no less than reasonable care, (ii) not use any Recipient Data for any purpose outside the scope of this Agreement, (iii) not disclose Recipient Data to any third party (except our third

party service providers), and (iv) limit access to Recipient Data to its employees, contractors, advisors and agents. Upon notice to the Recipient, the Provider may disclose Recipient Data if required to do so under any law, statute, rule or regulation, subpoena or legal process.

2. *Retention & Deletion.* Provider will retain all Recipient Data until specific written instruction is received from the Recipient to destroy or alter the data.
3. *Data Aggregation.* Certain features of the service are powered by machine learning. To make these features available to the Recipient, Recipient Data may be anonymised and aggregated.
4. *Recipient Data.* The Provider will take reasonable steps to ensure that the Recipient's Data is protected against misuse and loss, and from unauthorised access, modification and disclosure, and that only authorised personnel with a legitimate role in fulfilling the Provider's obligations under this Agreement have access to the Recipient's Data.

## Term & Termination

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1. *Term.* This Agreement will continue for the duration outlined in Schedule C ("Term"). Thereafter, this Agreement will renew for subsequent terms ("Terms") of 365 days, unless otherwise stated in Schedule C. The agreement will automatically renew unless either party notifies the other of its intent not to renew 10 or more days before the beginning of the next Term.
2. *Termination for Cause.* Either party may terminate this Agreement for material breach by written notice, effective in 30 days, unless the other party first cures such breach.
3. *Effects of Termination.* The following provisions will survive termination of this Agreement: (i) any obligation of Recipient to pay for Service rendered before termination; (ii) Sections 4, 5, 6, and 7 of this Agreement; and (iii) any other provision of this Agreement that must survive termination to fulfil its essential purpose.

## Miscellaneous

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1. *Notices.* Provider may send notices pursuant to this Agreement to Recipient's contact points listed in Recipient's Account, and such notices will be deemed received 3 business days after they are sent. Recipient may send notices pursuant to this Agreement to listed office of Provider, and such notices will be deemed received 3 business days after they are sent.
2. *Amendment.* Provider may amend this Agreement (including Schedules) from time to time by posting an amended version on Our Website and sending Recipient written notice thereof. Such amendment will be deemed accepted and

become effective 14 days after such notice (the "Proposed Amendment Date") unless Recipient first gives Provider written notice of rejection of the amendment. In the event of such rejection, this Agreement will continue under its original provisions, and the amendment will become effective at the start of Recipient's next Term following the Proposed Amendment Date (unless Recipient first terminates this Agreement pursuant to Section 8 above). Recipient's continued use of the Service following the effective date of an amendment will confirm Recipient's consent thereto. This Agreement may not be amended in any other way except through a written agreement executed by Authorised Representatives of each party.

3. *Independent Contractors.* The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other and neither may bind the other in any way.
4. *No Waiver.* Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than (i) by an Authorised Representative and (ii) in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement.
5. *Force Majeure.* To the extent caused by force majeure, no delay, failure, or default will constitute a breach of this Agreement.
6. *Assignment & Successors.* Neither party may assign this Agreement or any of its rights or obligations hereunder without the other's express written consent, except that either party may assign this Agreement to the surviving party in a merger or acquisition of that party into another entity. Except to the extent forbidden in the previous sentence, this Agreement will be binding upon and inure to the benefit of the respective successors and assigns of the parties.
7. *Choice of Law & Jurisdiction.* This Agreement will be governed solely by the internal laws of New Zealand, without reference to such principles of conflicts of law. The parties consent to the personal and exclusive jurisdiction of the courts of New Zealand.
8. *Severability.* To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfil its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
9. *Conflicts among Attachments.* In the event of any conflict between the terms of this main body of this Agreement and those of the SLA or Data Policy, the terms of this main body will govern. In the event of any conflict between this Agreement and any Provider policy posted online, including without limitation the Privacy & Data Policy, the terms of this Agreement will govern.
10. *Entire Agreement.* This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to the subject matter hereof. Neither party has relied upon any such prior or contemporaneous communications.

# Privacy & Data Policy

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This following document sets forth the Privacy & Data Policy for the Provider and covers all company websites, SaaS instances and other information collected. You can view our most up to date Privacy Policy on our site at [app.meetingzen.com/assets/privacy.pdf](https://app.meetingzen.com/assets/privacy.pdf)

## Data Integrity

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Transmission of data as part of any system solution provided by Provider is warranted to use secure methods of communication. Provider will secure all data in its entirety traveling from Provider's servers with a minimum of 256bit symmetric encryption, with a 2048bit root encryption certificate. The standard commonly referenced as SSL (or https) is used for all communication between Provider's servers and client systems. At no point will data travel outside of the secure server environments in an unencrypted format, with the exception of emails or other messaging services over which Provider has no control. The use of such messaging services will be at Recipient's discretion and options will be provided to switch these forms of communication off.

The Provider's servers (infrastructure) is provided and hosted by Microsoft via the Microsoft Azure Platform and is certified to meet the highest international standards of data security. The following minimum standards are independently verified to met:

- SOC 1/SSAE 16/ISAE 3402 (formerly SAS 70 Type II)
- SOC 2
- FISMA, DIACAP, and FedRAMP
- PCI DSS Level 1
- ISO 27001
- ITAR
- FIPS 140-2

Infrastructure security is provided by our trusted partner Microsoft and the Microsoft Azure Platform, full details regarding relevant certifications can be obtained at <https://docs.microsoft.com/en-us/azure/security/> Location of data is entirely within the Microsoft Azure secure environment. Recipient may request that data is housed in a named geography for reasons of data sovereignty. The list of supported geographic locations can be found on the Microsoft Website. Additional fees may apply.

## Contacting Us

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Provider welcomes your comments regarding this Privacy & Data Policy. If you have any questions about this Privacy & Data Policy and would like further information, please contact us by email at [contact@meetingzen.com](mailto:contact@meetingzen.com) or [privacy@meetingzen.com](mailto:privacy@meetingzen.com)

# Service Level Agreement (SLA)

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Provider is committed to delivering a product and service of utmost quality to our clients. To demonstrate our commitment, we have established the following Service Level Agreement that outlines with full transparency the level of service you can expect from us.

## Outstanding Availability

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Our goal is to provide 24×7 system availability, and we are so confident in our Microsoft Azure operated data center that we offer subscription credits if availability falls below 95%. You receive a credit of 10% of your subscription fees for the month (calculated as a monthly equivalent of your annual user licensing charges) in which the outage event(s) occurred that the Service Availability falls below 95%, or 20% of the applicable subscription fees for that month in which the outage event(s) occurred that the Service Availability falls below 80%. To receive a credit, you must submit a request to Provider within 7 days of the Service Availability outage event(s) occurred. Any credit will be applied against subsequent subscription fees due to Provider.

## Data Backup

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Provider maintains regular encrypted backups of your data both on and offsite. If our primary facility goes down, we commit that no more than the last 24 hours of your transactions preceding the catastrophic event will be lost.

## Scheduled Maintenance

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Due to the advanced architecture of our systems, scheduled maintenance is designed to have minimal impact on the availability and uptime of the service. If an extended maintenance operation is required that will impact our uptime, the maintenance will be scheduled when it will have the least impact on our customers whenever possible (usually nights or weekends). For extended maintenance periods, we will notify you 5 business days in advance.



# Technical Support

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If you contact our Technical Support office we will provide an immediate acknowledgement, as well as a response, within 12 business hours. For P1 critical issues that cannot be resolved within a 24 hour time period, we will provide an update within that time and continue to update you with additional information as it's available.

## Product Quality

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Our goal is to provide a high quality product that operates as described in our product documentation. If issues are encountered with Provider's applications, we will address reported issues according to the following priority levels:

Priority	Description	Actions & Response Time
1 - Critical	<ul style="list-style-type: none"><li>Site is not operational and no Workaround<sup>2</sup> is available.</li></ul>	<p>Provider will work continuously until resolved.</p> <p>Target resolution goal: Average resolution goal is within 4 hours of a reproducible case being reported.</p>
2 - Severe	<ul style="list-style-type: none"><li>A major function is not working (unable to utilise a specific portion of the application, such as assigning components or completing plan components).</li><li>Reproducible errors which result in a lack of application functionality or intermittent system failure.</li></ul>	<p>Good faith efforts by Provider to provide:</p> <ul style="list-style-type: none"><li>A Workaround<sup>2</sup> within 24 hours of notification. If a Workaround is provided, then a plan for correction of the error will be provided within 5 business days of notification, with a target for completion within 20 business days; or</li><li>If a Workaround<sup>2</sup> is not provided then a plan for correction of the error will be provided within 2 business days of notification for completion within 5 business days.</li></ul>
3 - Moderate	<ul style="list-style-type: none"><li>Reproducible errors causing malfunction of non-critical functions.</li><li>Customer is able to use the application with the issue outstanding.</li></ul>	<p>Good faith efforts by Provider to provide:</p> <ul style="list-style-type: none"><li>A Workaround<sup>2</sup> within 7 business days of notification on average. If a Workaround<sup>2</sup> is provided, then a plan for correction of the error will be provided within 15 business days of notification, on average, for completion within 30 days, on average; or if a Workaround<sup>2</sup> is not provided then a plan for correction of the error will be provided within 5 business days of notification on average, with a target for completion within 10 business days on average.</li></ul>
4 - SRQ	<ul style="list-style-type: none"><li>Service, Change or Enhancement Requests.</li></ul>	<p>Enhancement requests will be reviewed on a monthly basis by Provider, unless by prior arrangement.</p>

1. Service Availability is computed using the following definitions.

*System:* Provider service, accessible over the network via web protocols, up to and including Provider's Internet connection. Network problems beyond that point, such as ISP problems, Internet backbone problems or customer network problems are excluded. Development sites and beta software sites that are at times made available to Recipients are excluded. Problems caused by software running on Recipient's computers are also excluded.

*System Outage Hours:* Total time during a given calendar month in which the System is unavailable, excluding scheduled system maintenance times.

*Total Hours:* Number of hours contained in a given calendar month, excluding Scheduled Maintenance time.

*Service Availability:* The percentage of Total Hours during a given calendar month in which the System was available is computed as follows:  $100 \times \frac{\text{Total Hours} - \text{System Outage Hours}}{\text{Total Hours}}$

Calculation of Service Availability excludes system outages caused by force majeure, i.e. acts of God, war or civil unrest, acts of government, and any other circumstances beyond Provider's reasonable control.

2. A "Workaround" is a response that solves a problem or system issue by the use of alternate methods or a change in procedures in place of a program modification.

## Customer Data Ownership

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Recipient Data will always remain owned in full by the Recipient. If you decide to move to another solution, we will help you export your data for a nominal fee.

## Billing Quality

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We will deliver accurate statements of activity and charges to you. If there is a billing error brought to our attention, we will provide you a corrected statement within 5 days of being notified of the error.

# Scope & Commercials

## Scope

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The nature of SaaS platforms means that they are constantly evolving. The Service is provided per the features outlined on Our Website and is subject to change. The features you have access to will also depend on the Plan you select when you subscribe. An up to date list of the features available on each Plan can be found at [www.meetingzen.com](http://www.meetingzen.com)

In addition to the Service, Recipient may also opt in to receive nominated Addons. These Addons may change over time and are outlined in detail on Our Website. Any Addons purchased are subject to the same terms and conditions outlined in this Agreement.

## Effective Date & Duration

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The Effective Date is the date of execution of this Agreement.

Initial contract period will be for 12 months from above date unless otherwise agreed. The following options will be available at the end of initial period:

- Extending to longer term commitment – details to be agreed at time
- Discontinuing service
- Option to export all data upon discontinuation will be provided and is included in the scope of this Agreement

## Pricing

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Recipient agrees to the pricing published on Our Website as of the Effective Date of this Agreement. Any subsequent changes in price will be notified at least 30 days prior to effect and Recipient will have the option to reject such price increase which will trigger termination of this Agreement.

The currency that the Recipient will be charged in can be selected at the time of setting up the Account. Any applicable taxes or other required levies will be added to the final amounts charged.

## Professional Services

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Professional services will be provided as a combination of onsite and remotely using audio and video conferencing facilities. Where on-site professional services are required, Recipient will be required to cover travel, accommodation and out-of-pocket expenses at cost.

Additional professional services are available at any time during the Term. The scope of such services is variable and will be agreed on a case by case basis. However, typical uses of such services include:

- Additional customisation of **MeetingZen**
- Bespoke feature developments
- Integration
- Additional reporting or other outputs outside the scope of the Service.

The professional services rate applicable to the Term of this agreement is USD\$300 per hour unless otherwise agreed or specified.

## Payment Terms

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Payments terms are contained in the Subscription Plan selected.

No refunds or credits will be offered for unused software or services, nor will any user licenses or services roll over to future periods.