



## BLUEJEANS BY VERIZON SERVICE +

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### 1. GENERAL

- 1.1 **Service Definition.** BlueJeans is a cloud-based audio, video and web-conferencing solution consisting of three options for purchase - BlueJeans Meetings, BlueJeans Events and BlueJeans Rooms (collectively or separately referred to as BlueJeans Service).
  - 1.1.1 **Platforms.** Except where explicitly stated otherwise, these terms apply to Optimized Service (denoted with a “+” and sometimes referred to as Rapid Delivery).

### 2. AVAILABLE VERSIONS OF BLUEJEANS SERVICE

#### 2.1 BlueJeans Meetings

- 2.1.1 **Service Definition.** BlueJeans Meetings allows customers to instantly host, join, or manage a collaboration session where leaders and participants can share audio, video and data. BlueJeans Meetings is available using a web browser, a PC based client, or using BlueJeans Meetings applications available for both iOS and Android devices. Customers must choose a service option and license subscription option, as detailed below.
- 2.1.2 **BlueJeans Meetings Service Options.** Customer must choose one of the following service options, per service instance – Standard, Pro or Enterprise.

	Standard	Pro	Enterprise
Participant Count (incl. leader)	50	75	150
Minimum License Purchase	1	1	25
Recording Storage	5 Hours	25 Hours	Unlimited
License Types	Named Host	Named Host	Named Host



### 2.1.3 BlueJeans Meetings License Options

2.1.3.1 **Named Host License.** A Named Host license allows Customer to assign a specific number of licenses to its named Employees to use BlueJeans Meetings for each Service Commitment period, as specified in Customer's Agreement; each named Employee assigned with a Named Host license may host Meetings during the applicable Service Commitment.

### 2.1.4 BlueJeans Meetings Standard Service Features

2.1.4.1 **BlueJeans Meetings Facebook Streaming.** BlueJeans Meetings can be streamed via (or in connection with) Facebook. Verizon does not control what Customer posts to Facebook. Each BlueJeans Meetings Facebook Streaming may be limited in duration and/or by number of end points based on Facebook restrictions. Additional restrictions are set forth in the Customer Responsibilities Section below.

## 3. CUSTOMER RESPONSIBILITIES

3.1 **Equipment.** Customer is responsible for obtaining and maintaining any Equipment needed to connect to, access or otherwise use the BlueJeans Service. Customer is responsible for the security of its Equipment.

3.2 **Responsibility for Charges.** Customer shall be responsible for payment of Charges incurred for any and all use of BlueJeans Services ordered, including without limitation unauthorized use of BlueJeans Services.

3.3 **Administration of Service.** Customer must identify an Administrator who will be responsible for all administrative duties for the BlueJeans Service. The Administrator has control over the management of the user base and will perform functions such as adding or deleting Hosts and enabling optional add-on features. The Administrator will manage the enablement of the BlueJeans Service controls, such as enabling and disabling recording, chat and notifications. Customer is responsible for managing the BlueJeans features ordered by Customer.

3.4 **BlueJeans Meetings Facebook Streaming Restrictions.** Customer may display, perform, publish, stream, upload and store Content in connection with the BlueJeans Meetings Facebook Streaming feature. Customer represents and warrants that it owns, or has the necessary rights or permissions to use and authorize the use of its Content. Customer is responsible to understand and comply with Facebook's requirements and standards, and must review and agree to all of Facebook's policies, including Facebook's Terms and Policies (which include Facebook's Community Standards, Data Policy, and Statement of Rights and Responsibilities) prior to streaming or posting content via Facebook, using the BlueJeans Meetings Facebook Streaming feature.

## 4. SUPPLEMENTAL TERMS

4.1 **Emergency Calling.** The audio connection functionality of the BlueJeans Service is not a voice service and cannot be used for making emergency calls or any other calls. The functionality can only be used to create an integrated, cloud-based audio connection between the participant and the BlueJeans Meetings or Events.

4.2 **Protected Health Information (U.S. only).** Customer will not use the Service in a way that causes Verizon to create, receive, maintain, or transmit "protected health information" (PHI) that would make Verizon a "business associate" to Customer (as both terms are defined at 45 C.F.R. § 160.103). To the extent this prohibition is violated, Customer is fully responsible for the consequences.



- 4.3 **Call Recording.** Customer may record the web and voice aspects of the BlueJeans Services. Customer has the option to enable or disable the recording function, and is solely responsible for complying with all laws in any relevant jurisdiction when using the call recording feature, including retention periods and deletion of recordings. In addition, Customer agrees to obtain the consent of all participants, as required by applicable law, including any laws that prohibit the conditioning of consent for participation on the conference. Verizon is not responsible for managing or deleting Customer's call recordings.
- 4.4 **Third Party Products.** If Third Party Products obtained by Customer are integrated or used in connection with the BlueJeans Services, Customer agrees that (a) Verizon makes no representations and disclaims all warranties, express or implied, regarding Third Party Products, (b) Verizon is not responsible and shall have no liability for Third Party Products or the unavailability of Third Party Products, (c) if Third Party Products are provided under a separate license or other agreement, such terms shall govern with respect to such Third Party Products, (d) Customer is solely responsible and liable for its use of Third Party Products, (e) Customer authorizes Verizon to share User Data with providers of the Third Party Products as required for the operation of the Third Party Products, provided however, that Verizon is not responsible for any transmission, collection, disclosure, security, modification, use or deletion of User Data by or through Third Party Products or their providers, and (f) Verizon has no obligation to support any integration(s) of Third Party Products with the BlueJeans Services and may cease any integrations of Third Party Products at any time, in Verizon's sole discretion.
- 4.5 **Customer Content.** Customer grants Verizon and its subcontractors a non-exclusive, worldwide, royalty-free, paid-up, transferable right and license to host, cache, copy, store, publish and display Customer's Content in connection with providing the BlueJeans Services. Customer acknowledges and agrees that, (a) Verizon is not responsible in any manner for Customer's Content, (b) Customer is solely responsible to retain adequate back-ups of its Content, (c) Customer assumes all risk associated with its Content and the transmission of its Content, (d) Customer has sole responsibility for the accuracy, quality, integrity, legality, reliability and appropriateness of its Content and (e) Customer is solely liable for any and all claims, damages, penalties, losses, and the like that arise from its Content.
- 4.6 **No Prohibited End-Users or End-Uses.** Customer represents that the BlueJeans Service will not be used by sanctioned persons or for prohibited end-uses. Without limiting the foregoing, if the BlueJeans Service is used in China, Russia or Venezuela via the PC based client or using a BlueJeans Meetings application, Customer represents that it is not a military end-user and that it will not knowingly allow the BlueJeans Service to be used by a military end-user or for military end-uses as defined in Part 744 of the U.S. Export Administration Regulations.

## 5. FINANCIAL TERMS

- 5.1 **Optimized Service.** Customer will pay the Charges for BlueJeans by Verizon Service + specified in the Agreement, and at the following URL, as applicable:  
[www.verizonenterprise.com/external/service\\_guide/reg/applicable\\_charges\\_toc.htm](http://www.verizonenterprise.com/external/service_guide/reg/applicable_charges_toc.htm).
- 5.2 **Primary Place of Use Tax (U.S. only)**
- 5.2.1 Customer will designate, in writing, the primary place of use (PPUs) that should be used by Verizon for taxing purposes. If Customer does not designate any PPUs, Customer agrees that Verizon should use Customer's headquarters location for taxing purposes. Further, Customer will use commercially reasonable efforts to maintain records that reasonably substantiate the location(s) designated as the PPU and provide such records upon request from Verizon in the event Verizon is required to demonstrate the accuracy of the PPU to government authorities. In the event a government agency determines that the PPU is wrong or not properly substantiated, Customer will be responsible for any



additional Taxes, fees or surcharges plus penalties and interest imposed due to a change in PPU or taxable location at such time that Verizon is required to pay such assessment.

5.2.2 If Customer designates a PPU outside of the U.S., it remains Customer's responsibility to comply with the laws of any tax jurisdiction in which it operates with respect to the applicability of all Taxes, including any requirement to self-assess or otherwise account for Taxes. In the event any taxing or governmental authority asserts that Customer should have self-assessed or otherwise accounted for Taxes on any purchases made pursuant to this Agreement, Customer agrees to be responsible and hold Verizon harmless from and against any claim or liability (including the Tax and associated interest, penalties, or other charges) which may arise as a result.

6. **DEFINITIONS.** The following definitions apply to BlueJeans Service, in addition to those identified in the Master Terms of your Agreement.

<b>Term</b>	<b>Definition</b>
<b>Administrator</b>	Person responsible for all administrative duties for the Customer-specific site.
<b>Content</b>	Files, recordings, sound, music, graphics, trademarks, names, likenesses, photos, and/or images in connection with its use of the BlueJeans Services.
<b>Employee</b>	A unique person employed by or in Customer's enterprise, and a unique person otherwise paid by or acting on behalf of Customer's enterprise who is given access to the Services.
<b>Employee Count</b>	The actual number of Employees in Customer's enterprise.
<b>Equipment</b>	Any equipment and ancillary services including, video-enabled devices, video communication services, modems, hardware, servers, software, operating systems, networking, web servers, internet and telephone service.
<b>Host</b>	A unique identifier for an individual Employee, it may not be generically named, and may not be shared or used by anyone other than the individual Employee assigned.
<b>Third Party Products</b>	Third party services, applications, code, hardware or products.
<b>User Data</b>	Customer-provided information, such as IP address, username, password, and personally identifiable information (e.g., name, phone number, email address, etc.