



BLUEJEANS BY VERIZON +

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1. GENERAL

1.1 **Service Definition.** BlueJeans by Verizon + is a cloud-based audio, video and web-conferencing solution offering three options - 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.

2. AVAILABLE VERSIONS OF BLUEJEANS

2.1 BlueJeans Meetings

2.1.1 **Service Definition.** BlueJeans Meetings allows Customer 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 desktop application, or using BlueJeans Meetings applications on iOS and Android devices. Customer must choose a service option and license subscription option, as detailed below.

2.1.2 **BlueJeans Meetings Service Options.** Customer must select one of the following service options, per service instance – Standard, Pro or Enterprise.

	Standard	Pro	Enterprise
Participant Count (incl. leader)	50	75	150 200



Minimum License Purchase	1	1	<u>2510</u>
Recording Storage	5 Hours	25 Hours	Unlimited

2.1.3 **BlueJeans Meetings License Options.** Customer cannot request a license option upgrade until month 12 of each Service Commitment period.

2.1.3.1 **Named Host License.** Each service option requires a Named Host license subscription which allows Customer to assign a specific number of Named Host licenses to its named Employees. Each named Employee assigned a Named Host license may host BlueJeans Meetings during the applicable Service Commitment, as specified in the Agreement.

2.1.3.2 **Active Host License.** The Active Host license subscription is only available with the Enterprise service option, and provides Customer with a license to use BlueJeans Meetings where Customer pays for the number of Host accounts that are used by Customer's Employees (i.e., that are "active") during the Service Commitment period. The number of Active Hosts in a monthly billing cycle is considered the monthly Active Host count. Customer commits to initially pay for 20% of the total Employee population for the first year of service with a minimum initial license purchase of 50. Customer usage is monitored in months 9, 10 and 11 of the first contract year. The number of Active Hosts in each month will be averaged to determine the number of licenses the Customer must pay for in the following year. The price per license will remain the same through the Service Commitment period. However, the commitment level may be assessed on a true forward basis in subsequent years based on the number of Active Hosts in the previous year. In year two, the true forward number will be capped at 40% of the original base population regardless of actual true forward usage. In years three, four and five, the true forward number is capped at 60%. If Customer's term expires and is not renewed but Service continues, Verizon may increase licenses up to 100% of the original base population.

2.1.3.22.1.3.3 Corporate Access License. The Corporate Access license subscription is only available with the Enterprise service option, and provides Customer with a license to use BlueJeans Meetings where Customer pays an annual or monthly charge based on the total number of Employees for the Customer. Each Employee will be provisioned with a Host account and may host BlueJeans Meetings during the applicable Service Commitment period. Customer shall certify its Employee Count to Verizon (a) concurrent with execution of this Agreement, and (b) thirty (30) days prior to each anniversary of the first day of the Term. Verizon may verify Customer's Employee Count via third party sources. If the number of Employees has increased by 10% or more at any time due to organic growth, an acquisition (whether of an entity, operating division, assets and/or operations of a company or entity, or otherwise), a merger, or other corporate event, Customer shall promptly report such increase to Verizon, but no later than thirty (30) days after such occurrence, and Customer may be required to execute a new SOF reflecting an increase in fees for the remainder of the Term.

2.1.4 BlueJeans Meetings Standard Service Features

2.1.4.1 **Command Center.** —Command Center provides Customer's Administrators with instant visibility across BlueJeans versions. Command Center delivers immediate insight into meeting performance, network conditions, and user-focused return on investment. Command Center provides in-meeting analytics, real-time alerts, and live meeting controls to troubleshoot issues.

2.1.4.2 **Recording.** Recording gives the BlueJeans Meetings Host the ability to record a meeting (including video, audio, and shared content), and easily distribute the recorded meeting for replay at convenience later time. Recordings will be stored in the cloud during the term of the Agreement unless deleted by the leader. In addition, the Administrator will be able to set a system-wide parameter on the number of days to keep recordings and cause recordings to be automatically deleted, if desired.



2.1.4.3 **Smart Meeting.** When the Recording feature is enabled, Smart Meeting provides an in-app intelligence that allows the Host to capture important discussion points, assign action items, and catch-up quickly using highlight reels.

2.1.4.4 **BlueJeans Meetings Facebook Streaming.** BlueJeans Meetings can be live streamed directly to Facebook or launched from within Facebook using the workplace chat function. Verizon does not control what Customer posts to Facebook. Each Facebook stream may be limited in duration and/or by the number of endpoints based on Facebook restrictions. Additional restrictions are set forth in the Customer Responsibilities Section below.

2.1.5 **BlueJeans Meetings Optional Service Features.** Customer has the option to order the following optional service feature. The optional service feature purchased by Customer will be applied to all BlueJeans Meetings licenses.

2.1.5.1 **Closed Captioning.** Closed Captioning provides BlueJeans Meetings participants using the BlueJeans desktop application the ability to turn on automated subtitles during a meeting. Closed captions appear at the bottom of the BlueJeans desktop application of the participant that enabled it, and does not impact other participants. Closed Captioning supports only the English language. Verizon does not guarantee the accuracy of the Closed Captioning transcription.

2.1.5.2 **Smart Meeting Transcription.** Smart Meeting Transcription is a function of Smart Meeting and provides speech-to-text as part of reviewing a recorded meeting. Each highlight reel created is also appended with a transcription snippet for the duration of the highlight reel. All transcriptions are stored in the cloud.

2.2 **BlueJeans Events**

2.2.1 **Service Definition.** BlueJeans Events enable Customer to host live events with up to 50,000 attendees and 150 presenters worldwide. BlueJeans Events attendees watch and listen and cannot be seen or heard. Presenters provide content for the meeting and can be seen by the attendees. BlueJeans Events include moderators who control the event and have the ability to mute presenters' cameras and microphones and handle attendees' requests to become presenters. BlueJeans Events can be purchased as a one-time subscription or as a recurring subscription paid annually or monthly.

2.2.2 **BlueJeans Events Standard Service Features**

2.2.2.1 **BlueJeans Events Facebook Streaming.** BlueJeans Events can be live streamed directly to Facebook. Verizon does not control what Customer posts to Facebook. Each Facebook stream may be limited in duration and/or by the number of endpoints based on Facebook restrictions. Additional restrictions are set forth in the Customer Responsibilities Section below.

2.2.3 **BlueJeans Events Optional Service Features**

2.2.3.1 **Advanced Services.**

2.2.3.1.1 **BlueJeans One-Time Events Assist.** Available with one-time BlueJeans Events licenses, and includes one BlueJeans Event Assist engagement that provides a BlueJeans Event consultant for the following activities: pre-event consultation, dry run/technical rehearsal, live BlueJeans Event support, and post BlueJeans Event activities (post-session debrief, report, transcript, poll results, replay info). If purchased, Customer will have access to an expert who may provide pre-event consultation, a

~~technical rehearsal of the event, live event support and post event activities, including a debrief, participant reports and consultation on accessing, sharing and downloading the BlueJeans Event recording.~~ Advanced eServices must be scheduled at least seven (7) days in advance of Customer's BlueJeans Event. BlueJeans Event Assist does not guarantee any result for Customer's BlueJeans Event.

2.2.3.2 **BlueJeans Recurring Events Assist.** Available with recurring BlueJeans Events licenses, and includes 4 BlueJeans Events Assist engagements per month, as described in Section 2.2.3.1. Additional engagements within a given month will incur an additional hourly fee per occurrence. Must be scheduled 7 days in advance of the BlueJeans Event date.

2.2.3.3 **Installation Support for BlueJeans Accelerator.** BlueJeans Accelerator is a solution that can be deployed within Customer's network to help optimize the bandwidth consumption when a BlueJeans Event is streamed to a large number of attendees at a single location. BlueJeans Accelerator caches multiple video streams to a single stream providing tremendous bandwidth savings. Upon request, Verizon will provide installation support to guide Customer on how to implement BlueJeans Accelerator.

2.2.3.4 **Installation Support for Peer-to-Peer Streaming.** Peer-to-Peer Streaming allows a high number of attendees to join BlueJeans Events from the same premise without chocking internet bandwidth. This feature works on any modern webRTC supported browsers. Upon request, Verizon will provide installation support to guide Customer on how to implement Peer-to-Peer Streaming.

2.3 **BlueJeans Rooms**

2.3.1 **Service Definition.** BlueJeans Rooms provides Customer with the capability to turn a conference room into a one-touch video, audio, and web conferencing room. BlueJeans Rooms can be integrated with Customer's existing rooms systems or Customer may build a room with rooms equipment provided by a Verizon partner (requires a separate leasing agreement with partner).

2.4 **BlueJeans Gateway for Microsoft Teams**

2.4.1 **Service Definition.** BlueJeans Gateway for Microsoft Teams is a software-only solution that allows Customer to connect existing room systems to Microsoft Teams meetings with cloud-native video interoperability. The solution works with multiple vendors' H.323 and SIP-based video conferencing room systems and provides one-touch join to Microsoft Teams meetings from these systems. BlueJeans Gateway for Microsoft Teams includes Relay Calendar Integration which integrates Customer's calendar applications, conference room systems, and tablet computers to enable Customer's participants to join a BlueJeans Meeting from the relay touch app where participants can touch to join meetings from most H.323 and SIP-based conference room systems, with no need to dial, pair, or enter a meeting ID.

2.4.2 **License Options.** Customer must select one of the following license options.

2.4.2.1 **Per Room License.** With the Per Room License, Customer purchases a specific number of licenses for each Room Customer wants to enable.

2.4.1.42.4.2.2 **Concurrent Connection Licenses.** With a Concurrent Connection License subscription to BlueJeans Gateway for Microsoft, Customer may simultaneously utilize up to the number of committed Concurrent Connections to connect to Customer's authorized Microsoft Teams meetings. If the number of licenses exceed the number of purchased licenses, Customer will be charged overage fees as described below.



2.5 **Premium Calling and Call Me.** Premium Calling allows participants to (a) dial into a BlueJeans Meeting and/or BlueJeans Events from a list of premium calling phone numbers (additional fees apply, as specified below) and (b) use the BlueJeans Call Me feature during BlueJeans Meetings. The list of Premium Calling phone numbers and Call Me country codes is available at <http://bluejeans.com/premium-numbers>. Customer acknowledges it is responsible for managing its participants' use of the Premium Calling and Call Me features. An Administrator may contact Verizon support to disable individual numbers and/or country codes. Customer is solely responsible for, as applicable, collecting any required consent to contact phone numbers provided by participants for use of the Call Me feature.

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 is responsible for managing the BlueJeans features ordered by Customer. 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.

3.4 **Facebook Streaming Restrictions.** Customer may display, perform, publish, stream, upload and store Content in connection with the 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 **BlueJeans 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.

4.3 **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.

- 4.4 **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.
- 4.5 **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, Hong Kong, 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.
- 4.6 **Provision and Use of Services.** Customer may not provision the Services to any other entity or person (including affiliates or contractors). To the extent Customer's enterprise includes any person or entity other than Customer, Customer agrees to be fully responsible and liable for the activity of such person or entity, including such person's or entity's use and/or misuse of the Services. Simultaneous meetings/video conferences by a Host are prohibited. Any sale, resale, license, sublicense, rent, timeshare or transfer of Hosts is prohibited.

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.
- 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.

5.3 Premium Calling and Call Me Charges

5.3.1 Per-Minute Fees. Customer agrees to pay the per-minute rates (exclusive of carrier fees) identified in Customer’s service order form (SOF) or Agreement, as incurred when participants use the premium calling phone number(s) in the identified countries. Participants who use the Premium Calling or Call Me features may incur applicable roaming, international or other fees from their telephone service provider and/or wireless carrier. Service countries and rates are subject to change in Verizon’s sole discretion and any such changes are effective upon the posting of such changes by Verizon. In addition to the above charges, Verizon reserves the right to charge Customer fees to the extent Customer (or its meeting participants) use the Call Me feature to dial international, (900), or other premium rate phone numbers.

5.4 Concurrent Connection Licenses Overages. Overage fees apply per Concurrent Connection, per day, based on the maximum concurrency of connections used by Customer and its meeting participants above the committed Concurrent Connection quantity, per concurrent connection per Day. –This overage fee will be invoiced to Customer by Verizon and Customer is responsible for such overage fees.

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

Term	Definition
Active Host	A Host that hosts at least one BlueJeans Meeting during a monthly billing cycle.
Administrator	Person responsible for all administrative duties for the Customer-specific site.
<u>Concurrent Connection</u>	<u>An H.323 or SIP room system that uses BlueJeans Gateway for Microsoft Teams to connect to a Microsoft Teams meeting across all Customer’s meetings that are occurring at such time.</u>
Content	Files, recordings, sound, music, graphics, trademarks, names, likenesses, photos, and/or images in connection with its use of the BlueJeans Services.
Employee	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.
Employee Count	The actual number of Employees in Customer’s enterprise.
Equipment	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.
Host	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.
Third Party Products	Third party services, applications, code, hardware or products.
User Data	Customer-provided information, such as IP address, username, password, and personally identifiable information (e.g., name, phone number, email address, etc.