



## BLUEJEANS BY VERIZON +

1. GENERAL
  - 1.1 Service Definition
2. AVAILABLE VERSIONS OF BLUEJEANS
  - 2.1 BlueJeans Meetings
  - 2.2 BlueJeans Events
  - 2.3 BlueJeans Gateway for Microsoft Teams
  - 2.4 BlueJeans Rooms
3. CUSTOMER RESPONSIBILITIES
  - 3.1 Equipment
  - 3.2 Responsibility for Charges
  - 3.3 Administration of Service
  - 3.4 Facebook Streaming Restrictions
4. SUPPLEMENTAL TERMS
  - 4.1 Emergency Calling
  - 4.2 BlueJeans Recording
  - 4.3 Third Party Products
  - 4.4 Customer Content
  - 4.5 Student Privacy
  - 4.6 No Prohibited End-Users or End-Uses
  - 4.7 Provision and Use of Services
  - 4.8 Publicity
5. FINANCIAL TERMS
  - 5.1 Optimized Service
  - 5.2 Primary Place of Use Tax (U.S. only)
  - 5.3 Premium Calling and Call Me Charges
  - 5.4 Concurrent Connection Meetings License Overages
  - 5.5 Concurrent Connection Gateway for Microsoft Teams License Overages
  - 5.6 China Premium Access Overages
6. SERVICE COMMITMENT
7. DEFINITIONS

### 1. GENERAL

- 1.1 **Service Definition.** BlueJeans by Verizon + is a cloud-based audio, video and web-conferencing solution offering several options - BlueJeans Meetings, BlueJeans Events, BlueJeans Rooms, BlueJeans Gateway for Microsoft Teams (collectively or separately referred to as BlueJeans 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)	100	125	200
Minimum License Purchase	1	1	1
Recording Storage	5 Hours	25 Hours	Unlimited

**2.1.3 BlueJeans Meetings License Options.** The following license options are available for BlueJeans Meetings. These licenses must be assigned to Customer Employees only and may not be shared or used by anyone other than the Employee assigned. Generic naming conventions for Host licenses and simultaneous meetings by a Host are prohibited. Any sale, resale, license, sublicense, rent, timeshare or transfer of Concurrent Connections licenses is prohibited.

**2.1.3.1 Named Host License.** Available for each service option, a Named Host license subscription 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 Term, 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. Customer is required to provision a Host account to each Employee, and make the BlueJeans Service available to each Employee to host a BlueJeans Meeting. 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 each 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 license Term ends and no subsequent Subscription Period purchased, then Verizon will determine the peak number of monthly Active Hosts that Customer has utilized during the license Term. To the extent the number of peak Active Hosts is greater than the purchased Active Hosts, Customer may be required to pay for additional Active Hosts up to the number of peak Active Hosts for the entirety of the license Term at the same per license base subscription fee as the purchased Active Hosts.

**2.1.3.3 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 (with an annual term) 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.

**2.1.3.4 Concurrent Connection Meetings License.** The Concurrent Connection Meetings license is based on the number of Concurrent Connections to the Service that occur during Customer's meetings each Day. At any one time (across all Customer's meetings that are occurring at such time), Customer (and the participants to Customer's meetings) may only utilize up to the number of committed connections to connect to the Service. Customer must begin and be an active participant in every meeting. If the number of licenses exceed the number of purchased licenses, Customer will be charged overage fees as described below.

#### **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 Services. 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 Host. Customer may also submit a written request to Verizon to delete recordings prior to the expiration of the Term. Upon receipt of such request Verizon will delete the recordings within 30 days of such written request. If the Host does not delete the recordings or no written request is made, Verizon will delete recordings within 180 days of the end of the Term. 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 Highlights.** When the Recording feature is enabled, Smart Meeting Highlights 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.

**2.1.4.5 BlueJeans Messaging.** Messaging gives users an out-of-meeting communication tool to exchange messages with other users within the same company via individual or group chats. Users will also have the ability to share files and media within these conversations.

**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. Enterprise Named Host Meetings include both Closed Captioning and Smart Meeting Transcription at no additional charge.

**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 Meetings desktop application (version 2.1.8.1 or higher) 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.

**2.1.5.1.1 Closed Captioning Licenses.** Customer must have a Closed Captioning feature license for each Host license, or Concurrent Connection Meetings licenses, providing Customer with access in connection with Customer's BlueJeans Meetings licenses. Any increase in the number of BlueJeans Meetings host licenses will include an increase in fees relating to the Closed Captioning feature.

**2.1.5.2 Smart Meeting Transcription.** Smart Meeting Transcription 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. Smart Meeting Transcription is only available for use using the BlueJeans Meetings desktop application (version 2.1.8.1 or higher) and can only be activated by the Host of a BlueJeans Meeting. Smart Meetings Transcription can only be used in conjunction with the Recording feature. All transcriptions are stored in the cloud combined with the recording of the audio/visual portion of the BlueJeans Meeting. Smart Meeting Transcription supports only the English language, and Verizon does not guarantee the accuracy of the Smart Meeting Transcription.

**2.1.5.2.1 Smart Meeting Transcription Licenses.** Customer must have a Smart Meeting Transcription license for each Host license, or Concurrent Connection Meeting license, providing Customer with access in connection with Customer's BlueJeans Meetings host licenses. Any increase in the number of BlueJeans Meetings host licenses will include an increase in fees relating to the Smart Meeting Transcription licenses.

**2.1.5.3 Premium Calling and Call Me.** Premium Calling allows participants to (a) dial into a BlueJeans Meeting 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. 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.

**2.1.5.4 China Premium Access.** Available for the Enterprise service option only, China Premium Access licenses provide Customer access to a dedicated network in China to handle BlueJeans Meetings traffic into and out of mainland China. Customer's participants joining a BlueJeans Meeting from mainland China will automatically be transported over this dedicated network. Verizon may cancel Customer's access to China Premium Access connections upon notice to Customer at any time due to termination of Verizon's access to such connections, a change in law, rule, statute, regulation or decree, or changes in market conditions or other circumstances which result in Verizon's inability to offer the China Premium Access in a commercially reasonable manner, in Verizon's sole discretion.

## **2.2 BlueJeans Events**

**2.2.1 Service Definition.** BlueJeans Events enables Customer to host live events with up to 50,000 attendees and 150 presenters worldwide, depending on the option selected and indicated on Customer's SOF. 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 are not counted as attendees to the BlueJeans Event) who control the event and have the ability to mute presenters' cameras and microphones and handle attendees' requests to become presenters.

### **2.2.2 BlueJeans Events License Options**

**2.2.2.1 One-Time Per Event License.** The One-Time Per Event license provides Customer with a one-time license to host a BlueJeans Event to for up to two (2) hours. The One-Time Per Event license(s) must be used during the applicable license Term; any unused event at the end of the applicable license Term expires and does not carry over into future license Terms.

**2.2.2.2 Recurring, Unlimited Non-Concurrent Events License.** The Recurring, Unlimited Non-Concurrent Events license provides the Customer with a recurring, unlimited non-concurrent license for to host BlueJeans Events. The number of BlueJeans Events that may occur simultaneously is limited to the number of licenses set forth on Customers SOF.

## **2.2.3 BlueJeans Events Standard Service Features**

**2.2.3.1 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.

## **2.2.4 BlueJeans Events Optional Service Features**

### **2.2.4.1 Advanced Services**

**2.2.4.1.1 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). Advanced Services 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.

**2.2.4.2 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.

**2.2.4.3 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.

**2.2.4.4 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 Gateway for Microsoft Teams**

**2.3.1 Service Definition.** BlueJeans Gateway for Microsoft Teams is a software-only solution that allows Customer to connect Customer's qualifying 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. Customer will use BlueJeans Gateway for Microsoft Teams via or in connection with Microsoft Teams. Customer



understands and agrees that BlueJeans does not control how Customer uses Microsoft Teams and does not have any responsibility for the Microsoft Teams service. Customer understands and agrees that it is responsible to understand and comply with Microsoft's requirements and standards, and it must review and agree to all of Microsoft's license terms and policies, including Microsoft's Privacy Statement, prior to using BlueJeans Gateway with Microsoft Teams. 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.

**2.3.2 License Options.** Customer must select one of the following license options for BlueJeans Gateway for Microsoft Teams. Generic naming conventions and simultaneous meetings/video conferences hosted by a single Host is prohibited.

**2.3.2.1 Per Room License.** With the Per Room License, Customer purchases a specific number of licenses for each room Customer wants to enable. With a Per Room license, Customer may provision or assign a license to a specific Customer-owned conference room, meeting room or qualifying room system up to the number of rooms licensed on the SOF. Licenses may not be shared or used other than for the account for that particular conference or meeting room. Customer may not utilize more than the number of Per Room licenses, as set forth on the SOF. Per Room licenses may not be shared or used by conference rooms other than the individual conference room provisioned.

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

**2.3.2.3 Enterprise Licenses.** A Gateway for Microsoft Teams Named Host is a Microsoft Teams user who is provisioned a license to use the BlueJeans Gateway for Microsoft Teams service when hosting Microsoft Teams meetings. Gateway Named Hosts may be assigned to individual Employees of Customer only. Gateway Named Hosts may not be shared or used by anyone other than the individual employee provisioned. Customer shall certify to Verizon its Enterprise Count (a) concurrent with execution of Customer's SOF, and (b) thirty (30) days prior to each anniversary of the first day of the license Term. For each additional certification, an officer or other authorized employee of Customer must certify the Enterprise Count to Verizon via email. Verizon may verify Customer's Enterprise Count via third party sources. If Customer increases its Enterprise Count 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 license Term. Customer may not provision the Enterprise Licenses to any other entity or person (including affiliates or contractors) without Verizon's prior express, written approval (such approval at Verizon's sole discretion), at which time such other entity shall be included in Customer's enterprise for purposes of determining the Enterprise Count. Customer agrees to be fully responsible and liable for the activity of any person or entity not included in Customer's enterprise, including such persons' or entity's use and/or misuse of the BlueJeans Services.

**2.3.3 BlueJeans Gateway for Microsoft Teams Optional Service Features.** Customer has the option to order the following optional service features.

**2.3.3.1 1080p Video.** The 1080p Video feature is only available for customers having an active BlueJeans Gateway for Microsoft Teams Plan. To access this feature, Customer must purchase a 1080p Video Feature license as follows: for each O365 user if Customer has an Enterprise Plan; for each Concurrent License if Customer has Concurrent Plan; for each Rooms License if Customer has Rooms Plan. Any increase in the number of Concurrent Licenses or Rooms Licenses or number of O365 users will include an increase in fees per license per month or per user per month. This service requires the use of a network and devices/endpoints that (a) maintain a constant minimum of 2.5Mbps and (b) support consistent 1080p. Verizon is not responsible for the compatibility of Customer's network or participating endpoints with this Service.

**2.3.3.2 Gateway for Microsoft Teams Custom IVR.** The Gateway for Microsoft Teams Rooms Custom IVR Experience consists of a Customer-provided graphic integrated into the launch animation ("Splash Screen") and a Customer-provided interactive voice response (IVR) greeting menu for Customer's Room systems that connect to a Teams meeting via the BlueJeans service and the H.323 and SIP protocol. Customer shall pay a non-refundable one-time setup fee and monthly subscription fees for access to the Gateway for Microsoft Teams Rooms Custom IVR Experience. Customer represents and warrants that it owns, or has the necessary permissions to use and authorize, the use of all files it provides to BlueJeans for this service ("Room Files"). Customer grants BlueJeans and its subcontractors a non-exclusive, worldwide, royalty-free, paid-up, transferable right and license to host, cache, copy, store and display the Room Files for the purpose of and in conjunction with providing and supporting the Service. Customer shall promptly provide the Room Files required to implement the Gateway for Microsoft Teams Rooms Custom IVR Experience (including those identified in the IVR Design Requirements) in the formats required by BJN; BJN must receive the Room Files before work can begin on the customization. The customization may be subject to changes by BlueJeans to meet BlueJeans' branding guidelines (for example, services will still be identified as "powered by BlueJeans"), technical limitations, accessibility requirements, compliance with applicable law, and otherwise within BlueJeans' reasonable discretion. BJN will provide draft versions of the introductory animation and implement the design in a demonstration server before Customer's formal sign-off. Customer may be required to configure its Room systems to the production environment designated by BJN (including IP address and DNS record) to use this service. Any changes requested by Customer to the Gateway for Microsoft Teams Rooms Custom IVR Experience (i.e. the Splash Screen or new Room Files) after the initial go-live date will require payment of separate implementation fees.

## **2.4 BlueJeans Rooms**

**2.4.1 BlueJeans Rooms License.** The BlueJeans Room license makes available to Customer certain BlueJeans features and functionality, which generally includes the BlueJeans Rooms software application, certain one-touch connection features, and the ability to connect to supported enterprise calendaring systems to assist with scheduling meetings within the particular conference or meeting room system. Any sale, resale, license, sublicense, rent, timeshare or transfer of Network Room License is prohibited. To utilize the Room Services, Customer must have a Meetings or Events license. The Room license does not have a unique identifier required to host the Services. The Network Room license may only be assigned to a specific Customer-owned conference or meeting room. A license may not be shared or used other than as the account for that particular conference or meeting room.

**2.4.2. BlueJeans Native Rooms License.** The BlueJeans Native Room license makes available to Customer certain BlueJeans features and functionality, which generally includes the BlueJeans Rooms software application, certain one-touch connection features, and the ability to connect to supported enterprise calendaring systems to assist with scheduling meetings within the particular conference or meeting room system. Any sale, resale, license, sublicense, rent, timeshare or transfer of Network Room License is prohibited. To utilize the Network Room Services, Customer must have a Meetings or Events license.

The Room license does not have a unique identifier required to host the Services. The Native Room license may only be assigned to a specific Customer-owned conference or meeting room. A license may not be shared or used other than as the account for that particular conference or meeting room.

### 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 BlueJeans Meetings and Events. 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 **Student Privacy.** The BlueJeans services provided under this Agreement may be used by public or private institutions considered to be schools, colleges, universities, libraries or other education providers under applicable law, regulation or other government policy ("Education Entity"), and ultimately provided to end-users which may include students ("Student End Users") including those who may be under the age of eighteen (18). BlueJeans may collect Student End-User Personal Information including, name, username and password, device and connection information such as operating system and browser, email address, IP address, duration of service, connection quality, geolocation, and usage information including clicks or touches within the BlueJeans interface. If the Student End-User calls into a meeting using a telephone, BlueJeans will also collect the telephone number. If the Education Entity allows it and the meeting host chooses to record the meeting, BlueJeans will collect meeting recordings and user generated content that is uploaded by Student End-Users. If Student End-Users access BlueJeans from a website, BlueJeans uses cookies to enhance the site functionality, allow users to access the service without re-logging in, and for analytics purposes. Student End-Users can turn off cookies in their browser settings at any time. BlueJeans collects this information to deliver, maintain, personalize and improve products and services, to communicate with the Education Entity or Student End-Users about the service, to provide service and technical support, and to detect and prevent fraud. BlueJeans may also use and share Personal Information as required by law or as necessary to protect our legal rights and we may share information with third parties which provide business-related functions on the behalf of BlueJeans. For purposes of the California Consumer Privacy Act, BlueJeans does not "sell" End-User personal information. Additional information about these practices can be found in the BlueJeans Privacy Policy. By purchasing BlueJeans under this Agreement and using the service, you, Education Entity, consent to the collection, use, and processing of Personal Information by BlueJeans on the behalf of Student End-Users or, in the case of Children, of the parents or guardians of Student End-Users, in connection with delivery of BlueJeans. "Children" and "Personal Information" have the meaning set forth in the United States Children's Online Privacy Protection Act of 1998.
- 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, 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.
- 4.7 **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, use of the Services or use of the licenses by a Host are prohibited. Any sale, resale, license, sublicense, rent, timeshare or transfer of Hosts is prohibited.

- 4.8 **Publicity.** Customer agrees that BlueJeans or Verizon may use Customer's name in news releases, public announcements or advertising materials, (collectively, "Press Releases") concerning Customer's use of the BlueJeans products and services or confirmation of the same. If Customer's logos or marks are to be included in Press Releases the parties shall work together to review and approve in writing such Press Releases prior to publication.

## 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.verizon.com/business/service\\_guide/reg/applicable\\_charges\\_toc.htm](http://www.verizon.com/business/external/service_guide/reg/applicable_charges_toc.htm)~~http://www.verizon.com/business/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 Meetings License 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.

- 5.5 **Concurrent Connection Gateway for Microsoft Teams License 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 at a rate of U.S. \$75 per concurrent connection, per Day.
- 5.6 **China Premium Access Overages.** China Premium Access connection overage fees may apply at a rate set forth in Customer's SOF, if Customer's usage of the connections exceeds the quantity stated in the SOF.
6. **SERVICE COMMITMENT.** The Service Commitment for the Service is shown in the applicable Service Order. If: (i) Customer terminates the Service before the end of the relevant Service Commitment for reasons other than Cause; or (ii) Verizon terminates the Service for Cause, then Customer will pay an amount equal to the relevant unpaid aggregate MRC and/or ARC for the terminated subscription remaining during relevant Service Commitment(s). Notwithstanding any terms to the contrary in the Master Terms, at the end of Customer's Service Commitment, the Service will continue, and Customer will be charged the MRC or ARC (whichever applied during the Service Commitment) until the Service is terminated in accordance with the Agreement. No pre-paid charges will be refunded to Customer.
7. **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.
Concurrent Connection Gateway for Microsoft Teams	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.
Concurrent Connection Meetings	Any endpoint that connects to the Service, and includes connections via web, applications, phone, room systems, and any other means utilized to connect to the Service. Each Call Me call qualifies as a concurrent connection, as does each Toll, Toll Free and International call. Please note that one participant in a meeting may utilize more than one concurrent connection – for example, paired endpoints (if a participant has both called in as well as joined the meeting via the web) are considered different concurrent connections.
Content	Files, recordings, sound, music, graphics, trademarks, names, likenesses, photos, and/or images in connection with its use of the BlueJeans Services.
Day	A Day is the 24-hour period from midnight to 11:59pm Pacific Time, and applies specifically to the Concurrent Connections license.
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.
Enterprise Count	The actual number of Microsoft Teams accounts which Customer is entitled to provision pursuant to its license agreement with Microsoft. The Enterprise Count includes all Microsoft Teams licenses Customer may provision, regardless of Customer's actual number of provisioned Microsoft Teams users.
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.