



## BLUEJEANS TELEHEALTH +

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### 1. GENERAL

1.1 **Service Definition.** BlueJeans Telehealth is a cloud-based video, audio, and web-conferencing solution enabling communication by audio and video between healthcare organizations, care teams, and patients. BlueJeans Telehealth provides a patient landing experience with a virtual waiting room, electronic health records (EHR) systems integration, and interpreter services integration. BlueJeans Telehealth is available using a desktop or mobile web browser with no app download, a desktop application, or using the BlueJeans application on iOS and Android devices. Customer must choose a plan option and license model to use BlueJeans Telehealth, as described below.

### 1.2 **BlueJeans Telehealth Standard Features**

1.2.1 **Patient Landing Experience.** With the Patient Landing Experience feature, patients can check into the Visit, enter symptoms, and view relevant video and article resources provided by Customer for patient viewing while waiting. The Patient Landing Experience feature is customizable with options to change background color, logo, welcome text, and upload articles and videos.



- 1.2.2 **Virtual Waiting Room.** The Virtual Waiting Room is a virtual staging area that prevents patients from joining a Visit until the Host admits the patient into the Visit. The Waiting Room can be used in conjunction with the Patient Landing Experience but does not require it.
- 1.2.3 **Advanced Host Controls.** Advanced Host Controls provide Hosts with the ability to control both audio and video functions, dictate Visit layouts, lock Visits, and remove participants.
- 1.2.4 **Command Center Analytics.** The BlueJeans Command Center is a service intelligence tool that offers real-time and historical data to Customer, including the ability to visualize, measure, and manage the BlueJeans Telehealth service.
- 1.2.5 **WebRTC and Mobile WebRTC.** Provides Customer and participants with the ability to join a Visit via desktop or mobile devices with no app download required.
- 1.2.6 **Toll PSTN.** Allows Customer to use a telephone to join a Visit with free audio dial-in for 40+ countries.
- 1.3 **BlueJeans Telehealth Plan Options.** Customer has the option of three BlueJeans Telehealth plans - Standard, Plus, and Premium. Customer must choose one plan option to use BlueJeans Telehealth.
  - 1.3.1 **BlueJeans Telehealth Standard Plan.** The BlueJeans Telehealth Standard plan includes all of the standard service features listed in Section 1.2 and allows for a maximum Visit capacity of 100 participants.
  - 1.3.2 **BlueJeans Telehealth Plus Plan.** The BlueJeans Telehealth Plus plan includes all of the BlueJeans Telehealth Standard Plan features, plus the features listed below, and allows for a maximum Visit capacity of 150 participants.
    - 1.3.2.1 **Recording.** Recording gives the Host the ability to record a Visit (including video, audio, and shared content), and distribute the recorded Visit for replay later. Recordings will be stored in the cloud during the term of the Agreement unless deleted by the Host. 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.
    - 1.3.2.2 **Smart Meetings Highlights.** When the Recording feature is enabled, Smart Meeting Highlights provides in-app intelligence that allows the Host to capture important discussion points, assign action items, and catch up quickly using highlight reels in 40-second increments.
    - 1.3.2.3 **Smart Meeting Transcription.** Smart Meeting Transcription provides speech-to-text as part of reviewing a recorded Visit. 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 desktop application (version 2.1.8.1 or higher) and can only be activated by the Host of a Visit. 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 Visit. Smart Meeting Transcription supports only the English language, and Verizon does not guarantee the accuracy of the Smart Meeting Transcription.
    - 1.3.2.4 **Closed Captioning.** Closed Captioning provides participants using the desktop application the ability to turn on automated subtitles during a Visit. Closed captions appear at the bottom of the 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.



- 1.3.2.5 **Interpreter Services Integration.** Interpreter Services Integrations allows Customer to directly connect, through a BlueJeans Telehealth integrated app, to Customer's language interpretation services. If enabled, Customer will click on the interpreter tile within the apps tab (or "more options" button on mobile and webRTC), choose the desired language, and bring an interpreter into the Visit.
- 1.3.2.6 **Command Center Live.** Command Center Live includes standard command center functionality plus live Visit information and analytics.
- 1.3.3 **BlueJeans Telehealth Premium Plan.** The BlueJeans Telehealth Premium Plan includes all of the BlueJeans Telehealth Plus Plan features (excluding Recording, Smart Meeting Highlights and Smart Meeting Transcription when a Visit is initiated using an EHR integration), plus the features listed below, and allows for a maximum of 200 participants.
  - 1.3.3.1 **EHR Systems Integration.** BlueJeans Telehealth integrates with certain EHR systems giving Customers the ability to initiate Visits from the EHR system workflows. Recording, Smart Meeting Highlights and Smart Meeting Transcription are not available when an EHR scheduled Visit is initiated.
  - 1.3.3.2 **Enterprise Branding.** Customer has the option to customize BlueJeans Telehealth using a custom logo and a personalized landing page.
  - 1.3.3.3 **Advanced Support Services.** Customer has access to a dedicated support number and a dedicated technical account manager.
- 1.4 **BlueJeans Telehealth License Models.** Customer has the option of two BlueJeans Telehealth license models: Per Visit License and Named Host License. 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 Named Host licenses and simultaneous Visits by a Host are prohibited.
  - 1.4.1 **Per Visit License.** With the Per Visit license, Customer is charged on a per Visit basis and commits to pay for the number of Visits per month set forth on Customer's SOF, regardless of whether or not all such visits are utilized in the monthly time period. Unused Visits in one month do not carry over to future months.
  - 1.4.2 **Named Host License.** The Named Host license 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 a Visit during the applicable Term, as specified in the Agreement.

## 2. CUSTOMER RESPONSIBILITIES

- 2.1 **Equipment.** Customer is responsible for obtaining and maintaining any Equipment needed to connect to, access, or otherwise use BlueJeans Telehealth. Customer is responsible for the security of its Equipment.
- 2.2 **Responsibility for Charges.** Customer is responsible for payment of Charges incurred for any use of BlueJeans Telehealth.
- 2.3 **Administration of Service.** Customer is responsible for managing the BlueJeans Telehealth features ordered by Customer. Customer must identify an Administrator who will be responsible for all administrative duties for BlueJeans Telehealth. 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 BlueJeans Telehealth controls, such as enabling and disabling recording, chat, and notifications.

### 3. SUPPLEMENTAL TERMS

3.1 **Regulatory Disclaimer.** BlueJeans Telehealth is a cloud-based video, audio and web-conferencing solution, it is not a Food and Drug Administration cleared or approved medical device, and is not intended for use in the diagnosis of disease or other conditions, or in the cure, mitigation, treatment, or prevention of disease.

3.2 **Compliance with Laws.** Notwithstanding the Compliance with Laws section in Customer's Master Terms, and to the extent applicable, Customer hereby represents and warrants that it is in compliance with, and at all times during this Agreement shall comply with all applicable medical licensing laws and regulations, and warrants that its employees will comply with all medical licensing laws and applicable regulations, including but not limited to the ability to practice medicine in the jurisdiction where the doctor and/or patient is located.

3.3 **Image Capture Disclaimer.** Image Capture is an optional BlueJeans Telehealth feature that allows end users to capture an image and present it on-screen during a telehealth session where both the health care provider and patient will have visibility of the image. By using the Image Capture feature, Customer agrees to the following:

- The Image Capture feature is not regulated by the FDA and is not intended to be a medical device.
- The Image Capture feature should not be used or relied upon as a primary or independent basis to make medical judgments or treatment decisions for a particular patient
- Neither the Image Capture feature nor the resulting images are intended to be a substitute for clinically validated or approved diagnostic devices or technology.

3.2 Verizon and BlueJeans make no representation or warranty of any kind regarding the accuracy or reliability of images produced by the Image Capture feature and Customer acknowledges that image quality might be affected by other factors, including the Customer and/or the end user's computer configuration and viewing environment.

#### 3.3.4 **Third-Party Provided Products and Services**

3.3.13.4.1 **General.** BlueJeans Telehealth may include integrations with products, services and data made available by third parties that are accessed through BlueJeans Telehealth and are subject to the terms and conditions of those third parties. Customer acknowledges having read, understood, and agreed to the applicable end user license terms or agreement (EULA) for such third-party products, services or data. Customer further acknowledges that Customer's use of and access to such integrated third-party products, services or data is subject to and governed by the applicable EULA or any other agreement in force between Customer and the third-party. For the avoidance of doubt, this Agreement is between Verizon and Customer only; it is not an agreement with third-party providers. Verizon is not responsible for any third-party products and services used in conjunction with BlueJeans Telehealth. Third-party providers are not responsible for the products and services offered solely by Verizon, including content contained therein.

3.3.23.4.2 **Third-Party Interpreter Services.** If Customer uses the BlueJeans Telehealth Interpreter Services integration feature, Customer acknowledges that Customer has a direct relationship with the selected third-party interpreter services provider and warrants that the applicable agreements are in place with such third-party interpreter services provider, including but not limited to a business associate agreement. Furthermore, Customer warrants that Customer will comply with all of the provisions of the third-party interpreter services provider, all applicable laws, including privacy and confidentiality laws governing patient health information, and warrants that Customer will obtain necessary patient or any



other participant consents as it relates to the third-party service provider's interpreter joining and participating in the Visit. Verizon shall not be liable for any Claims related to third-party interpreter services, and Customer agrees to indemnify Verizon for any and all Claims in relation thereto.

**3.3.33.4.3 Epic EHR Integration.** To the extent Customer orders the BlueJeans Telehealth Premium Plan and utilizes Epic as Customer's EHR services provider in connection with the Service (Integration), Customer agrees to the following: Epic is not a party to this Agreement. This Agreement is between Customer and Verizon only. Epic is not responsible for the Integration – Epic is not responsible for and is not under any obligations for maintenance and/or support of the Integration. To the extent Customer contacts Epic for support, Epic may determine to charge Customer fees for requests that Epic provide Customer with support or maintenance of the Integration. Epic makes no warranties, express or implied, with respect to the Integration; Epic is not responsible and has no liability for claims relating to the Integration and/or Customer's use thereof. Epic may utilize these terms in order to prevent Customer from acting against Epic in a manner contrary to the terms above.

**3.3.43.4.4 No Guarantees.** Verizon does not guarantee the availability, accuracy, completeness, reliability, or timeliness of any data or information displayed by BlueJeans Telehealth via integration with third-party provided products or services. Customer acknowledges and agrees that Verizon is not responsible for any aspect of Customer's provision of healthcare services or for Customer's diagnosis, treatment or mitigation of any medical condition or the outcome.

**3.43.5 Privacy Policy and Laws.** BlueJeans Telehealth is subject to Verizon's Privacy Policy which can be found at [www.verizon.com/about/privacy](http://www.verizon.com/about/privacy). Customer acknowledges having read, understood, and agreed to the Privacy Policy. In addition, Customer warrants that where BlueJeans Telehealth is used with patients outside of the US, that Customer will comply with Customer's obligations under applicable privacy law(s).

**3.53.6 Emergency Calling.** The audio connection functionality of BlueJeans Telehealth 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 BlueJeans Telehealth.

**3.63.7 BlueJeans Telehealth Recording.** Customer may record the web and voice aspects of BlueJeans Telehealth. 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 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. Verizon is not responsible for managing or deleting Customer's BlueJeans Telehealth recordings.

**3.73.8 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.

**3.83.9 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 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.

**3.93.10 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 Visits/video conferences by a Host are prohibited. Any sale, resale, license, sublicense, rent, timeshare, or transfer of Hosts is prohibited.

**3.403.11 Business Associate Agreement.** The terms of the Business Associate Agreement, which can be found at [www.verizon.com/business/service\\_guide/reg/vz-business-associate-agreement.pdf](http://www.verizon.com/business/service_guide/reg/vz-business-associate-agreement.pdf), are incorporated herein by reference and govern the business associate relationship between Customer and Verizon.

#### 4. FINANCIAL TERMS

4.1 **Optimized Service.** Customer will pay the Charges for BlueJeans Telehealth + 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/service_guide/reg/applicable_charges_toc.htm).

4.2 **Pricing Tier Commitments.** Pricing is based on Customer's committed pricing tier initially ordered, or the increased pricing tier specified via a change order, for the Service Commitment or Volume Commitment Period, as applicable. Customer may increase the committed pricing tier during the Service Commitment or Volume Commitment Period, but may not decrease the committed pricing tier. For Named Host licenses, Customer must upgrade its pricing tier if Customer consistently surpasses the then committed pricing tier.

4.3 **Per Visit Overage Charges.** Customer will be charged the current per visit price for any Visits over the committed pricing tier on a monthly basis.

4.4 **BlueJeans Telehealth Premium Plan Setup Charge.** A one-time setup fee is charged to Customer for implementing BlueJeans Telehealth Premium Plan accounts.

4.5 **Service Commitment.** If applicable, 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 MRC and/or ARC remaining during relevant Service Commitment(s).

#### 4.6 **Primary Place of Use Tax**

4.6.1 **Primary Place of Use.** 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.



4.6.2 **PPU Outside of the U.S.** 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. **DEFINITIONS.** The following definitions apply to BlueJeans Service, in addition to those identified in the Master Terms of your Agreement.

| Term                 | Definition  |
|----------------------|---|
| Administrator        | A person responsible for all administrative duties for the BlueJeans Telehealth service.  |
| 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.                                      |
| 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, which 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).  |
| Visit                | A BlueJeans Telehealth instance that contains the Host and at least one other endpoint or participant and can also be referred to as a meeting.   |