

BLUEJEANS EXPO

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1. GENERAL

- 1.1 <u>Service Definition</u>. BlueJeans Expo is an all-in-one event management platform that combines real-time video and content hosting into one powerful and easy-to-manage solution for hybrid events, trade shows, and virtual conferences.
- 1.2 **<u>Standard Service Features</u>**. Licenses for BlueJeans Expo are secured through an annual subscription, and include the following features:
 - Web based content hosting solution (website to host content & information)
 - Sessions (select keynote or breakout formats)
 - Pages (web pages with text, image, and video content)
 - iFrame embed (embed real-time video experience into sessions)
 - User management (add, invite, and delete users)
 - Integrations (integrate with third party solutions)
 - Branding & customization (upload logos, customize colors and backgrounds)
 - Gamification (e.g. contests to drive engagement)
 - Registrations (customize flow and approval process)
 - Sponsors (virtual booths and advertising options)
 - Notifications (schedule alerts and announcements)
 - Community (searchable directories and forums)
 - Templates for Events (Web content hosting templates)
 - On-demand video hosting (recording of real-time video sessions)
- 1.3 <u>Advanced Service Features</u>. Advances Services, purchased separately, includes 10 hours of customization and configuration services.



2. LICENSING AND ADD-ON PLANS

- 2.1 <u>Unlimited Non-Concurrent License Plans</u>. The license plans set forth below provide customers with an unlimited, non-concurrent license to host Expo events, subject to the restrictions set forth below. The four Unlimited Non-Concurrent License Plans are as follows:
 - Under 2,500 Attendees Plan (capped)
 - Under 5,000 Attendees Plan (capped)
 - Under 10,000 Attendees Plan (capped)
 - Over 10,000 Attendees Plan (capped)

The maximum number of Attendees per event is based on the Plan set forth on the Order Form. Also, the number of Expo events that may occur simultaneously is limited to the number of licenses set forth on the Order Form. For example, if Customer has purchased two licenses, Customer may only have up to two Expo events occurring at the same time.

2.2 <u>BlueJeans Expo Add-Ons</u>. For an additional fee, Customers may purchase (i) Exhibitor Module, or (ii) Booth Engagement Module. The Exhibitor Module allows Customers to manage and onboard exhibitors participating in Expo. The Booth Engagement Module allows Customers to submit applications to present papers – mostly applicable to scientific Expo events. Pricing for both the Exhibitor Module and the Booth Engagement Module is based on the number of Exhibitors/Booth Submissions and not the number of Attendees.

3. SUPPLEMENTAL TERMS

- 3.1 <u>BlueJeans Events</u>. Events licenses are not included with these Plans and need to be purchased separately.
- 3.2 **Data Privacy**. Customers ordering BlueJeans Expo are responsible for generating the privacy policy and end user notice, to the extent applicable, governing end user activity on the platform. Content created, uploaded or otherwise shared within a BlueJeans Events session is separately governed by BlueJeans' <u>Privacy Policy</u>.
- 3.3 **<u>Responsibility for Charges</u>**. 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.
- 3.4 <u>Administration of Service</u>. 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.
- 3.5 <u>Emergency Calling</u>. 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 Event.
- 3.6 <u>Third Party Products</u>. 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.

- 3.7 **Customer Content.** Customer grants Verizon and its subcontractors a non-exclusive, worldwide, royaltyfree, 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.
- 3.8 **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.
- 3.9 **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. FINANCIAL TERMS

4.1 <u>Optimized Service</u>. Customer will pay the Charges for BlueJeans by Verizon Service + specified in the Agreement, and at the following URL, as applicable: <u>http://www.verizon.com/business/external/service_guide/reg/applicable_charges_toc.htm</u>.

4.2 **Primary Place of Use Tax (U.S. only)**

4.2.1 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.



- 4.2.2 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. 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.
- 6. **DEFINITIONS.** The following definitions apply to BlueJeans services, in addition to those identified in the Master Terms of your Agreement.

| Term | Definition |
|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Administrator | Person responsible for all administrative duties for the Customer-specific site. |
| Attendee | An Attendee is an endpoint which joins or connects to the event, whether by desktop or mobile device. |
| Booth Submissions | A Booth Submission is an application submitted by a participant to present scientific papers at an Expo event. |
| Content | Files, recordings, sound, music, graphics, trademarks, names, likenesses, photos, and/or images in connection with its use of the BlueJeans Services. |
| Exhibitors | An Exhibitor is a company or user that showcases its products or services at an Expo event. |
| 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. |