

## Interact Technology Limited Provision of Blue Jeans Services Version - April 2018

### Definitions and interpretation

“Customer” means you the customer who acquires BJN services through Interact Technology Limited

“BJN” means Blue Jeans Network, who are the providers of the services

“Interact Technology Limited” means **INTERACT TECHNOLOGY LIMITED**, company number 06348509 whose registered office is at Hunter House, 150 Hutton Road, Shenfield, Essex, CM15 8NL

### Terms and Conditions

#### 1. SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Interact Technology Limited will use commercially reasonable efforts to provide Customer the Services. As part of the registration process, Customer will identify an administrative user name and password for Customer’s BJN account. Customer will ensure that its employees and contractors who use the Services are bound by obligations and restrictions consistent with this Agreement, and Customer shall be responsible for any non-compliance by such users. Unless the Order Form provides otherwise, Customer may use the administrative user name and password to create an unlimited number of standard users (each with a user password). Interact Technology Limited via BJN reserves the right to refuse registration of, or cancel passwords it deems inappropriate in its reasonable discretion. Subject to the terms hereof, BJN will endeavour to provide Customer with reasonable support services, through telephone, electronic mail or another online mechanism, in accordance with the “Standard” support package described at <http://bluejeans.com/support/advanced-services>.

1.2 Any software, plug-ins, extensions, documentation or data related to the Services or upon which the Services are based that may be made available by BJN in connection with the Services (including any improvements, enhancements or modifications thereto, the “Software”) contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Subject to the terms and conditions of this Agreement, Interact Technology Limited hereby grants Customer a non-transferable, non-sublicensable and non-exclusive right and license to use (and to allow its employees and contractors to use) the BJN Software, in each case solely in connection with use of the Services; Customer shall be responsible for any non-compliance by its employees or contractors. No rights or licenses are granted by Interact Technology Limited except as expressly set forth herein.

## 2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any Software, documentation or data related to the Services or upon which the Services are based;; (ii) modify, translate, or create derivative works based on the Services or any Software; (iii) use the Services for timesharing or service bureau purposes or otherwise for the benefit of a third party; or (iv) obscure any proprietary notices or labels. Customer may use the Services only for sessions or meetings in which Customer is an active participant.

2.2 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with BJN's Acceptable Use Policy located at <http://bluejeans.com/site/acceptable-use-policy> and all applicable laws and regulations (including but not limited to policies and laws related to privacy (including but not limited to any European privacy laws), intellectual property, consumer and child protection, obscenity or defamation). Without limiting the foregoing, Customer agrees to comply, and require that Customer's users comply, with all applicable laws, whether federal, state, local or international, relating to the privacy of communication for all parties to a conversation, including, when required, advising all participants in a recorded video conference that the video conference is being recorded. Customer represents that neither Customer nor any person or entity on whose behalf the Services will be used is located in Cuba, Iran, North Korea, Sudan, or Syria; associated with the governments of these countries; or identified as a Specially Designated National by the Office of Foreign Assets Control, U.S. Department of the Treasury, or on the Denied Persons, Entity, or Unverified Lists of the Bureau of Industry and Security, U.S. Department of Commerce. Customer further represents that the Services shall not be used for or in connection with nuclear activities; the development of biological or chemical weapons, missiles, or unmanned aerial vehicles; to support terrorist activities; or in any other way that would violate U.S. export controls or economic sanctions laws. Customer agrees to promptly notify BJN and terminate its use of the Services if it discovers that any of the foregoing conditions apply. Customer hereby agrees to indemnify and hold harmless BJN against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. BJN may suspend any use of the Services it reasonably believes may be (or that is alleged to be) in violation of the foregoing.

2.3 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services (including the payment of any additional fees therefore) needed to connect to, access or otherwise use the Services (and, to the extent applicable, the Software), including, without limitation, video-enabled devices, video communication services, modems, hardware, servers, software, operating systems, networking, web servers, internet and telephone service (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer's account or the Equipment with or without Customer's knowledge or consent.



Interact Technology Limited

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### 3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business that is marked or otherwise designated at the time of disclosure as “confidential” or “proprietary” or the like (hereinafter referred to as “Proprietary Information” of the Disclosing Party). Customer’s Proprietary Information shall include, even if not so marked or designated: (1) the recording of video conferences made by Customer through the Services, and (2) Customer’s user names and passwords used to access the Services. B. J. N. Proprietary Information shall include any technical specifications and pricing, even if not so marked or designated. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use or divulge to any third person any such Proprietary Information (except in performance of the Services or as otherwise permitted herein). The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public without breach of this Section, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law

3.2 B. J. N. shall have the right to collect and analyse data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies, and B. J. N. will be free to (i) use such information and data (during and after the Term) solely in an aggregate or other de-identified form to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other B. J. N. offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. Blue Jeans adheres to privacy shield policy and is available at

<https://www.privacyshield.gov/participant?id=a2zt00000004EkRAAU&status=Active>

3.3 Interact Technology Limited shall indemnify the Customer for losses, claims, damages, liabilities, expenses, and costs the Customer incurs as a consequence of Interact Technology’s and/or B. J. N.’s failure to comply with this clause 3 up to a value of £ 1,000,000.00.

### 4. PAYMENT OF FEES

4.1 Customer will pay Interact Technology Limited the then applicable fees described in the Order Form for the Services in accordance with the terms therein (the “Fees”). Customer hereby authorises Interact Technology Limited to bill Customer’s payment instrument in advance on a periodic basis in accordance with the terms on the Order Form. Customer will provide Interact Technology Limited with (and maintain) valid and updated credit card information or other payment information reasonably acceptable to Interact Technology Limited. If Customer’s use of the Services exceeds the participant or minute capacities set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage in the following pay cycle and Customer agrees to pay the additional fees in the manner provided herein. Interact Technology Limited reserves the

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right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or then current Renewal Term (as defined in the Order Form), upon thirty (30) days prior notice to Customer (which may be sent by email). All fees paid are non-refundable. If Customer believes that Interact Technology Limited has billed Customer incorrectly, Customer must contact Interact Technology Limited no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Interact Technology Limited customer support department.

4.2 Interact Technology Limited may also choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Interact Technology Limited thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service.

4.3 All fees provided for in this Agreement are exclusive of any sales or use taxes, duties or similar charges imposed by any government authority ("Taxes"). Customer shall be responsible for all Taxes associated with the Services. If either party is audited by a taxing or other governmental authority in connection with taxes under this Agreement, the other party shall reasonably cooperate with the party being audited in an appropriate and timely manner.

## 5. TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for the Initial Term as specified in the Order Form, and shall be automatically renewed for additional periods equal to the Renewal Term set forth in the Order Form, unless Customer requests termination at least thirty (45) days prior to the end of the then-current term (the Initial Term together with any Renewal Terms, unless earlier terminated in accordance with this Agreement, the "Term"). Interact Technology Limited may terminate this Agreement by providing Customer with at least Forty five (45) days' written notice prior to the end of the then-current Term.

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or ten (10) days' notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

## 6. WARRANTY AND DISCLAIMER

Interact Technology Limited shall use reasonable efforts consistent with prevailing industry standards to maintain the BJT Services in a manner which minimises errors and interruptions in the Services. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance,

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either by BJN or by third-party providers, or because of other causes beyond BJN's reasonable control, but BJN shall use reasonable efforts to provide advance notice in writing or by email of any scheduled service disruption. HOWEVER, BJN DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND BJN DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

## 7. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, INTERACT TECHNOLOGY LIMITED, ITS REPRESENTATIVES AND SUPPLIERS, SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND INTERACT TECHNOLOGY LIMITED REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO BJN FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT BJN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 8. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Interact Technology Limited's prior written consent. Interact Technology Limited may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover reasonable costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognised overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.