BLUEJEANS DEVELOPER AGREEMENT

This BlueJeans Developer Agreement (**"Agreement"**) is effective as of the last date of signature below (“**Effective** **Date**”). This Agreement governs Licensee’s access to the BlueJeans Developer Portal and Licensee’s use of the BlueJeans Code.

**PARTIES**

(1) **Blue Jeans Network, Inc.**with offices at 3098 Olsen Drive, 2nd Floor, San Jose, CA 95128 USA ("**BlueJeans**");

(2) **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** the registered office of which is (“**Licensee**”).

1. **Definitions.**
   1. “**BlueJeans Code**” means BlueJeans’ proprietary APIs, software development kit, related media and printed materials provided or made available to Licensee for the purposes contemplated herein, and includes all components thereof including, without limitation, reference guides and manuals, installation routines, drivers, libraries, and any subsequent updates or adaptations of the foregoing. BlueJeans Code does not include any materials not specifically made available for the purposes contemplated herein.
   2. “**BlueJeans Services**” means BlueJeans Meetings, BlueJeans Rooms, BlueJeans Events, BlueJeans Command Center, and other service offerings made available by BlueJeans as may be identified on www.bluejeans.com.
   3. “**Custom Integration**” means a work that (a) is designed and developed by or on behalf of Licensee and (b) is derived from use of, or otherwise includes or references, the BlueJeans Code.
   4. “**End User**” means a third-party licensee of the Custom Integration.
2. **Access to Developer Portal**

2.1 BlueJeans may, but is not obligated to, maintain developer website(s) (collectively, “Developer Portal”), hosted on the BlueJeans domain or by a third party (e.g. GitHub) which contain BlueJeans Code and other resources and information related to the use of the BlueJeans Code (such BlueJeans Code and resources, collectively, “Resources”). BlueJeans provides Licensee access to the Developer Portal and the Resources solely for Licensee’s internal use in the development of Custom Integrations. Licensee will comply with all instructions, restrictions, and/or obligations that BlueJeans may post on the Developer Portal or otherwise provides to Licensee regarding the use of the Developer Portal and Resources.

2.2 Licensee is solely responsible for ensuring its Developer Portal usernames and passwords (as applicable) are kept confidential, and Licensee agrees to secure them, will not share them, and use them in accordance with all reasonable instructions given by BlueJeans.

2.3 The Developer Portal and Resources are provided “as-is”. BlueJeans disclaims all warranties, conditions or other terms, express or implied, statutory or otherwise, with regard to or in connection with the Developer Portal and Resources furnished hereunder including, without limitation, the warranties of design, non-infringement, merchantability or fitness for a particular purpose. The Developer Portal and Resources are provided at BlueJeans’ sole discretion and are subject to modification or removal at any time.

2.4 In some instances the Developer Portal may not be hosted on a BlueJeans domain website (*e.g.* GitHub). Use of those third-party websites is also subject to any terms of use and privacy policies which govern those websites. BlueJeans is not responsible for your use of, or the provision of, third-party websites.

1. **Code License and Proprietary Rights**
   1. Subject to the terms and conditions of this Agreement, BlueJeans grants to Licensee a non-transferable, nonexclusive, revocable right and license to (a) install and operate the BlueJeans Code solely to create a Custom Integration and (b) internally use, copy and modify any code in the BlueJeans Code that is designated as a “sample” to design, develop and test the Custom Integration. Use of the BlueJeans Services as may be required for testing of the Custom Integration is governed by BlueJeans’ Terms of Service at https://www.bluejeans.com/terms-of-service. BlueJeans currently provides the BlueJeans Code at no charge. BlueJeans reserves the right to change the pricing for the BlueJeans Code and/or the terms by which Licensee uses the BlueJeans Services at any time in its sole discretion. BlueJeans shall provide reasonable prior written notice of such changes to Licensee.

3.2 Licensee acknowledges and agrees that (a) the BlueJeans Code is protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws, (b) BlueJeans retains all right, title and interest (including, without limitation, all patent, copyright, trade secret and other intellectual property rights) in and to the BlueJeans Code, any and all related and underlying technology, and any derivative works or modifications of any of the foregoing, (c) there are no implied licenses under this Agreement and any rights not expressly set forth in this Agreement are hereby expressly reserved by BlueJeans and (d) the BlueJeans Code is licensed, not sold and Licensee acquires no ownership or other interest (other than the license rights expressly stated herein) in or to the BlueJeans Code.

# 3.3 Licensee shall not, and shall not allow, assist or authorize any third party to: (a) modify, translate, copy or create derivative works based on the BlueJeans Code unless expressly authorized herein, (b) reverse assemble, reverse compile, reverse engineer, decompile or otherwise attempt to discover the object code, source code, non-public APIs or underlying ideas or algorithms of the BlueJeans Code in whole or in part, (c) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the BlueJeans Code available to any third party, other than as contemplated by this Agreement or (e) remove or obscure any proprietary or other notice contained in the BlueJeans Code.

# Licensee represents and warrants that (a) Licensee will use the BlueJeans Code only in compliance with all applicable laws and regulations, (b) Licensee is not a person or entity appearing on the lists published by the U.S. Department of Commerce, the U.S. Department of State, the U.S. Department of Treasury or any other list that may be published by the U.S. Government, as amended from time to time, that is prohibited from acquiring control of items under this Agreement, or with which BlueJeans is prohibited from doing business and (c) it will not make any representations or warranties regarding the BlueJeans Code to any third party. Licensee acknowledge that any materials delivered under this Agreement are subject to U.S. export control laws and may be subject to export or import regulations in other countries. Licensee agrees to comply strictly with these laws and regulations and you acknowledge that you have the responsibility to obtain any licenses to export, re-export, or import as may be required.

# Nothing in this Agreement affects the terms under which Licensee has been licensed to use the BlueJeans Services, whether through the Terms of Service on the BlueJeans website ([www.bluejeans.com/terms-of-service](http://www.bluejeans.com/terms-of-service)) or subject to a separate written agreement.

## **Code Support, Updates, and Disclaimer of Warranty**

## 4.1 BlueJeans may, but is not obligated to,

## provide Licensee with limited support resources for the most recently released version of the BlueJeans Code;

## provide Licensee with updates and bug fixes to the BlueJeans Code.

## change or discontinue any portion of the BlueJeans Code or its developer program or the BlueJeans Services at any time.

## Licensee acknowledges that updates and changes to the BlueJeans Code and BlueJeans Services may render Custom Integrations inoperable or obsolete or otherwise affect the performance of the Custom Integrations. IF A CHANGE IS UNACCEPTABLE TO LICENSEE, LICENSEE’S ONLY RECOURSE IS TO CEASE USING THE BLUEJEANS CODE AND TERMINATE ITS DISTRIBUTION OF THE CUSTOM INTEGRATION. IF LICENSEE CONTINUES TO USE ANY PORTION OF THE BLUEJEANS CODE OR THE MATERIALS PROVIDED HEREUNDER FOLLOWING ANY CHANGE OR UPDATE, THEN LICENSEE WILL BE DEEMED TO HAVE NO OBJECTION TO THE CHANGES.

# 4.2 Licensee acknowledges that the BlueJeans Code IS provided by BlueJeans in an “as is” condition as to its performance, accuracy, or completeness with no warranties or representations, express or implied, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OF TITLE AND NON-INFRINGEMENT. BlueJeans does not warrant that (A) the operation of the BlueJeans Code will be uninterrupted or error free nor that the BlueJeans Code IS not vulnerable to fraud or unauthorized use OR (B) THE BlueJeans Code OR ANY FEATURES OR FUNCTIONALITIES WILL BE AVAILABLE AT ANY TIME IN THE FUTURE. LICENSEE acknowledgeS and agreeS that IT may not rely on the future availability of THE BlueJeans Code FOR ANY PURPOSE in making ANY decisions WITH RESPECT TO CUSTOM INTEGRATIONS OR OTHERWIse.

## **Distribution of the Custom Integration**

## 5.1 Each Custom Integration must be expressly approved by BlueJeans in writing prior to distribution or other provision to any third party. As requested by BlueJeans, Licensee shall provide the Custom Integration, and any software, hardware and/or other equipment needed to test the Custom Integration, to BlueJeans for approval and ongoing access to the Custom Integration for continued testing.

## 5.2 Licensee is solely responsible for licensing the Custom Integration, including, without limitation, all aspects of any transaction with End User. The Custom Integration may only be licensed to End Users who are licensed users of the BlueJeans Services. The Custom Integration may not be licensed under any version of the GPL or any viral licenses of a similar nature. The Custom Integration license must contain the following minimum requirements:

## prohibits the End User from modifying, reproducing, decompiling, reverse engineering and/or translating the BlueJeans Code;

## prohibits the End User from distributing, using or transferring the BlueJeans Code (including using for any timesharing or service bureau purposes) other than as may be a part of the Custom Integration;

## disclaims any and all warranties (express and implied) relating to the BlueJeans Code;

## disclaims, to the maximum extent permitted by law, liability for all damages, direct or indirect, incidental or consequential, that may arise from any use of the BlueJeans Code;

## requires the End User to agree not to use the BlueJeans Code in violation of any applicable laws (including relating to privacy, export controls, and economic sanctions regulations); and

## establish that all personal information provided by End User to Licensee arising from or relating to End User’s use of the Custom Integration is processed entirely by Licensee subject to Licensee’s privacy policy and not by BlueJeans.

## 5.3 Licensee will ensure that attribution is given to BlueJeans in the source code of the Custom Integration and in any supporting documentation it supplies relating to the Custom Integration by using the following or a substantially similar phrase (with the copyright year updated as appropriate): “Software, development tools and related technology provided under license by Blue Jeans Network, Inc. © 2009-2020 Blue Jeans Network. All rights reserved.”

## 5.4 Licensee grants BlueJeans a non-exclusive, non-transferable, worldwide, royalty-free right and License to reproduce, distribute, perform, and display the Custom Integration for the purposes of (a) evaluating the tool for approval prior to distribution and (b) demonstration to BlueJeans’ customers and prospects.

## 5.5 Licensee is solely responsible to provide all support to BlueJeans and End Users for the Custom Integration. For the avoidance of doubt, BlueJeans will not provide any support for the Custom Integration.

## **Trademark Usage/Attribution**

## The Custom Integration will be branded solely under Licensee’s name unless expressly requested by BlueJeans prior to BlueJeans’ approval of the Custom Integration or as otherwise agreed by the parties. Licensee may not use the BlueJeans Marks (as defined below) in any manner (including on any website, in any sales/marketing materials, or in any press release) except as expressly permitted herein without BlueJeans’ prior written approval. Licensee may not, without BlueJeans’ prior written approval, state or imply that BlueJeans has approved the Custom Integration or that any partnership or relationship exists between the parties.

## To the extent the approved Custom Integration contains branding, logos, and trademarks of BlueJeans (“**BlueJeans Marks**”), Licensee is hereby granted a limited, non-transferable, non-exclusive license to use and display BlueJeans Marks as specified by BlueJeans solely as provided for herein as part of the BlueJeans-approved Custom Integration in accordance with BlueJeans’ brand guidelines located at <http://brand.bluejeans.com/d/KNAadtX0zYDI/bluejeans-style-guide#/company-brand/name-and-logo>. Licensee shall not remove or try to remove any of the BlueJeans Marks or copyright notices BlueJeans places on the Custom Integration. All use of the BlueJeans Marks, and goodwill inures to the benefit of BlueJeans.

## Licensee will announce the Custom Integration in the form of a press release and/or blog post within thirty days of the release of the Custom Integration. BlueJeans shall approve the announcement prior to publication.

## Licensee agrees that BlueJeans may, but is not obligated to, publicly reference Licensee as a Development Partner, Technology Partner, or similar designation. BlueJeans is hereby granted a limited non-transferable, non-exclusive license to use and display Licensee’s branding, logos, and trademarks in accordance with Licensee’s published branding guidelines for use on BlueJeans’ website and related marketing materials. BlueJeans is granted a limited non-transferable, non-exclusive license to use, display, distribute and share marketing materials provided by Licensee which outline the Custom Integration, the value proposition, pricing models, and related information.

## **Term and Termination**. This Agreement begins on the date accepted by BlueJeans and shall continue until terminated. If Licensee breaches any term of this Agreement and does not cure such breach within ten (10) business days of notice of such breach, or if such breach is by its nature incapable of cure, then BlueJeans may terminate this Agreement immediately. Either Party may terminate this Agreement at any time by giving written notice pursuant to Section 11. Upon termination of this Agreement for any reason, (a) BlueJeans will terminate Licensee’s access to the BlueJeans Code, the Developer Portal, and the BlueJeans Service, (b) Licensee shall immediately discontinue all use of the BlueJeans Code, the Developer Portal, and the BlueJeans Service, (c) Licensee shall uninstall and destroy all copies of the BlueJeans Code, and (d) Licensee shall return or destroy all Confidential Information (defined below) of BlueJeans.

## **Confidentiality**

## Licensee acknowledges that (a) the existence of this Agreement, the commercial terms related to this Agreement, the BlueJeans Code, technical assistance, and related software, technology and information are the proprietary and confidential information of BlueJeans and (b) in the course of using the BlueJeans Code under this Agreement, Licensee may obtain other proprietary and confidential information relating to BlueJeans, including, without limitation, trade secrets, know-how, inventions (whether or not patentable), techniques, ideas, processes, computer code, documentation, and design and functional specifications related to the BlueJeans Code ((a) and (b) hereinafter referred to as “**Confidential Information**”). Such Confidential Information belongs solely to BlueJeans.

## Licensee shall (a) hold Confidential Information in strict confidence, (b) not disclose Confidential Information to third parties without the written consent of BlueJeans and (c) not use Confidential Information for any purpose except as expressly permitted hereunder. In addition, Licensee agrees not to disclose or provide any information related to the BlueJeans Code to any third party (including, without limitation, the features of the BlueJeans Code). However, Licensee may disclose Confidential Information in accordance with judicial or other governmental order, provided that Licensee gives BlueJeans notice of such order in reasonable time for BlueJeans to seek a protective order prior to disclosure. Any Confidential Information disclosed to the extent required by judicial or other governmental order shall otherwise remain confidential and subject to the protections and obligations of this Agreement. Licensee shall not be obligated to maintain the confidentiality of information which (i) is already known to Licensee prior to receipt from BlueJeans with no confidentiality obligation attached, or (ii) is or becomes publicly known other than through a wrongful act by Licensee.

## Licensee acknowledges and agrees that there can be no adequate remedy at law for any material breach of this Section 8, which breach will result in irreparable harm to BlueJeans, and therefore, upon any such breach or any threat thereof, BlueJeans is entitled to temporary, preliminary and permanent injunctive relief against Licensee (and, if applicable, Licensee’s officers or employees) without the requirement of posting a bond or proving actual damages, in addition to whatever remedies BlueJeans might have at law.

* 1. From time to time, Licensee may provide BlueJeans with suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the BlueJeans Code or the BlueJeans Service (“**Feedback**”). Feedback shall not be deemed to constitute confidential information or to impose any confidentiality obligations on BlueJeans. Licensee agrees that BlueJeans is free to use, disclose, reproduce, license or otherwise distribute and exploit any Feedback as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise.

## **Indemnification**

## BlueJeans will defend any third party claim or action brought against Licensee to the extent based on the allegation that the BlueJeans Code infringes any intellectual property right (patents, utility models, design rights, copyrights and trademarks or any other intellectual property right) having effect in the United States and BlueJeans will pay any settlements that BlueJeans agrees to in a writing signed by an authorized officer of BlueJeans or final judgments awarded to the third party claimant by a court of competent jurisdiction. The foregoing obligations do not apply to (a) any modifications to the BlueJeans Code, (b) the BlueJeans Code combined with other products, processes or materials, (c) Licensee’s use of the BlueJeans Code other than strictly in accordance with this Agreement, or (d) any use of the BlueJeans Code which BlueJeans has replaced with a newer version or which BlueJeans has notified Licensee to discontinue such use.

## In addition, if Licensee’s use of the BlueJeans Code has become, or in BlueJeans’ opinion is likely to become, the subject of any claim of infringement, BlueJeans may at its option and expense (a) procure the right for Licensee to continue using the BlueJeans Code as set forth hereunder, (b) replace or modify the BlueJeans Code to make it non-infringing, (c) substitute a non-infringing equivalent for the BlueJeans Code or (d) terminate this Agreement.

## Licensee will defend any third party claim or action brought against BlueJeans to the extent based on (a) the allegation that the Custom Integration infringes any intellectual property right (patents, utility models, design rights, copyrights and trademarks or any other intellectual property right) (other than as directly caused by the BlueJeans Code or materials directly provided by BlueJeans hereunder, without modification), (b) a claim relating to the Custom Integration, or (c) Licensee’s breach of its representations and warranties herein. Licensee will pay any settlements that Licensee agrees to in a writing signed by an authorized officer of Licensee or final judgments awarded to the third-party claimant by a court of competent jurisdiction.

## Each party’s obligations in this section are conditioned on the indemnified party (a) providing the indemnifying party with prompt written notice of any claim, (b) granting the indemnifying party the sole control of the defense or settlement of the claim and (c) providing reasonable information and assistance to the indemnifying party in the defense or settlement of the claim at the indemnifying party’s expense.

## THIS SECTION 9 STATES BLUEJEANS’ ENTIRE RESPONSIBILITY AND SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO BLUEJEANS’ INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

## **Limitation of Liability.** EXCEPT FOR (I) LICENSEE’S BREACH OF SECTION 2.2, SECTION 3, SECTION 5, SECTION 6, OR SECTION 8 OR (II) EITHER PARTY’S OBLIGATIONS UNDER SECTION 9, NEITHER PARTY SHALL BE LIABLE WITH RESPECT TO ANY CAUSE RELATED TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN AN ACTION BASED ON A CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, HOWEVER ARISING, FOR (A) INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, (B) DAMAGES BASED ON LOST REVENUES OR PROFITS, LOSS OF BUSINESS OR GOODWILL, LOSS OR CORRUPTION OF DATA OR BREACHES IN SYSTEM SECURITY OR (C) ANY DAMAGES THAT EXCEED ONE HUNDRED DOLLARS ($100). THESE LIMITATIONS SHALL APPLY WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTHWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

1. **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of California. Any legal claim, suit, action or proceeding arising out of this Agreement or the matters contemplated hereunder or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule and shall be instituted exclusively in the federal courts of the United States or the courts of the State of California in each case located in Santa Clara County, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or forum non conveniens.
2. **Notice.** Notices to be given or submitted by either party to other pursuant to this Agreement shall be in writing and directed to the address in the preamble to this Agreement or otherwise provided to the other party in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt) or (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested) or by certified or registered mail, return receipt requested, postage prepaid.
3. **Miscellaneous.** The parties acknowledge that they are acting as independent contractors who are solely responsible for their own actions or inactions and that no joint venture, franchise, partnership, agency, or other relationship shall be created or implied by this Agreement. Licensee may not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without BlueJeans’ prior written consent, which shall not be unreasonably withheld. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation or reorganization involving Licensee (regardless of whether Licensee is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations or performance under this Agreement for which BlueJeans’ prior written consent is required. No delegation or other transfer will relieve Licensee of any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this provision is void. BlueJeans may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without consent. If any court of competent jurisdiction adjudges any provision of this Agreement to be to be illegal, unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable, but shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agrement constitutes the sole and entire agreement between the parties with respect to the subject matter contained herein, and suepersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. Any terms and conditions of any purchase order or other instrument issued by Licensee shall be of no force or effect. Except as stated herein, this Agreement may only be amended, modified or supplemented by an agreement in writing by non-preprinted agreements clearly understood by both parties to be an amendment and signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the Effective Date.

**Blue Jeans Network, Inc. Licensee:**

**By: By:**

**Name: Name:**

**Title: Title:**

**Date: Date:**