

DATA PROCESSING AGREEMENT

This Data Processing Agreement ("**Agreement**") is effective as of the date this application is accepted by BlueJeans and such acceptance is communicated to Customer.

PARTIES

- (1) **Blue Jeans Network, Inc.** with offices at 516 Clyde Avenue, Mountain View, CA 94043 USA ("**BlueJeans**");
- (2) **YOUR COMPANY IDENTIFIED ABOVE**, the registered office of which is completed by you in the address field above ("**Customer**").

1. DEFINITIONS

- 1.1 "**Data Controller**" has the meaning set out in the Data Protection Legislation and refers herein to Customer;
- 1.2 "**Data Processor**" has the meaning set out in the Data Protection Legislation and refers herein to BlueJeans;
- 1.3 "**Data Protection Legislation**" means the General Data Protection Regulation 2016/679 (the "**GDPR**"), as amended, re-enacted and/or replaced and in force from time to time;
- 1.4 "**Personal Data**" has the meaning set out in the Data Protection Legislation;
- 1.5 "**Customer Personal Data**" means Personal Data for which Customer is the Data Controller which BlueJeans has received from Customer via the BlueJeans Services (defined below) provided under the Services Agreement (defined below) and that (a) is provided by and regarding Customer's employees who are authorized to host meetings via the BlueJeans Services and is stored by BlueJeans in any form or (b) is regarding Customer's invitees to a BlueJeans Meeting, solely to the extent that such information is (i) contained in a video recording that Customer's employees create and store using the BlueJeans Services, and (ii) not subject to BlueJeans' Privacy Policy; and
- 1.6 "**process**" and other derivations such as "**processed**" and "**processing**" means any use of or processing applied to any Personal Data and includes "processing" as defined in the Data Protection Legislation;

2. SUBJECT MATTER

Customer has entered a contract to have access to the BlueJeans video-conferencing services ("**BlueJeans Services**") pursuant to an agreement ("**Services Agreement**"), which may include the processing of Customer Personal Data. The parties are entering into this Agreement in order to ensure that adequate safeguards are put in place with respect to the processing and protection of such Customer Personal Data as required by relevant Data Protection Legislation.

3. DATA PROTECTION

- 3.1 The Data Subjects are Customer's employees, contractors, agents or other individuals that Customer designates as a host user (with a unique username and password) of the BlueJeans Services pursuant to the Services Agreement.
- 3.2 The following categories of data may be processed hereunder: (a) account sign-on data (which may include single sign on user token information, name, email address, authorization data, account information, pass codes, conference codes); (b) job title; (c) employer name; (d) connection data; (e) video-conference recordings (as requested by Customer); and (f) information provided via the BlueJeans Services for monitoring, training and quality purposes. The BlueJeans Services are for general business use and not for processing sensitive personal information. Any processing of special categories of data would be incidental.
- 3.3 BlueJeans (and any natural person acting under the authority of BlueJeans) will only process Customer Personal Data (a) during the term of the Services Agreement, (b) in accordance with this Agreement and Customer's lawful documented instructions, (c) in order to provide and support the BlueJeans Services (including for diagnostic and other purposes for improving and enhancing the BlueJeans Services) and (d) in compliance with applicable law for the limited purpose of complying with any regulatory or statutory requests.
- 3.4 The purposes of BlueJeans' processing of Customer Personal Data are, to the extent required for the delivery or support of BlueJeans Services: (a) user account set up and management; (b) support, maintenance and resolution of

user inquiries; (c) invoicing and collection purposes; and (d) as requested by Customer, recording and storage of video files for Customer to download and share.

3.5 Each party warrants that it has complied, and undertakes to continue to comply with the, Data Protection Legislation. As Controller, Customer has sole responsibility for the accuracy, quality, and legality of the Customer Personal Data, and the means by which Customer acquired the Customer Personal Data. Customer warrants that it has obtained an adequate legal basis to transfer Customer Personal Data to BlueJeans (whether via consent or otherwise).

3.6 BlueJeans shall:

- (a) as soon as reasonably practicable upon becoming aware, inform Customer if, in BlueJeans' opinion, any instructions provided by Customer hereunder infringe the Data Protection Legislation;
- (b) implement, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing, as well as the risk of varying likelihood and severity for the rights and freedoms of Data Subjects, technical and organizational measures with the intent to ensure a level of security appropriate to the risk of unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Customer Personal Data transmitted, stored or otherwise processed in accordance with this Agreement. Such technical and organizational measures include:
 - Securing physical access to premises, buildings or rooms where data processing systems that process and/or use Customer Personal Data are located with reasonable measures for the prevention and detection of unauthorized access and access attempts;
 - Documented processes for approval, review, changes and withdrawal of access authorization;
 - Appropriate measures to secure the network infrastructure (*e.g.*, firewall, router and VPN-based access controls, network port security IEEE 802.1X, separation of networks, and/or encrypted network protocols);
 - Securing corporate workstations with password-protected screen savers with a short timeout period;
 - Use of transport layer protocols and encrypted electronic communication for data in transit; and
 - Logical and/or physical separation of test, development and production systems.

The above describes some of the current security measures established by BlueJeans. These measures are subject to technical progress and development. Therefore, BlueJeans may change these measures at any time without notice *provided* that such changes result in a comparable or better level of security. In no event will changes to these measures diminish the security level;

- (c) take reasonable steps to ensure (i) the reliability of any of its staff who will have access to the Customer Personal Data and (ii) that anyone who accesses it shall respect and maintain all due confidentiality;
- (d) as soon as reasonably practicable upon becoming aware, notify Customer of any actual incident of unauthorised or accidental disclosure of or access to any Customer Personal Data by any of its staff, sub-processors or any other identified or unidentified third party ("**Security Breach**");
- (e) as soon as reasonably practicable following Customer's written request upon the termination or expiration of the Services Agreement, BlueJeans will delete, obfuscate, or return to Customer all Customer Personal Data (including copies thereof) processed pursuant to this Agreement (if and to the extent the ongoing retention of such Customer Personal Data is not necessary to comply with statutory requirements);
- (f) provide such information or assistance to Customer as Customer reasonably requests (taking into account the nature of processing, technical feasibility and limitations, and the information available to BlueJeans) with respect to: (i) responding to requests from any Data Subject seeking to exercise its rights under Chapter III of the GDPR where Customer is unable to respond to a request itself, (ii) data protection impact assessments (as defined in the GDPR) for Customer's internal use, (iii) notifications to the supervisory

authority under the Data Protection Legislation and/or communications to Data Subjects by Customer in response to any Security Breach and (iv) Customer's compliance with its GDPR obligations with respect to the security of processing. Customer shall pay BlueJeans' for reasonable costs and expenses incurred in connection with meeting its obligations in this section 3.6(f);

(g) to the extent that any processing of Customer Personal Data takes place in any country outside the European Economic Area ("EEA") (except in a country or territory that is recognised under the Data Protection Legislation as providing adequate protection), ensure a legal mechanism is in place to achieve legal adequacy in respect of that cross-border transfer and processing;

- (i) BlueJeans shall maintain Privacy Shield certification and comply with the provisions of Privacy Shield (including the Privacy Shield Principles) with regard to the cross-border transfer of Customer Personal Data to the United States. To the extent (i) BlueJeans withdraws from or otherwise no longer maintains a current certification to Privacy Shield, or (ii) Privacy Shield is invalidated by a court of competent jurisdiction, BlueJeans will present an alternative means to address the adequacy of the transfer or processing of Customer Personal Data outside the European Economic Area;
- (ii) Customer Personal Data transferred for processing from the United States to BlueJeans' subsidiary in India is, as of the Effective Date of this Agreement, governed by the standard contractual clauses recognized for adequacy for data transfers by the GDPR and signed by BlueJeans and its subsidiary in India.

(h) inform Customer if BlueJeans is legally required to process Personal Data other than as contemplated under this Agreement or as otherwise instructed by Customer. BlueJeans shall notify Customer before such Processing occurs to the extent permitted by law, unless the law requiring such Processing prohibits BlueJeans from notifying Customer, in which case BlueJeans shall notify Customer of the Processing promptly when permitted to do so.

3.7 Customer grants a general authorization (a) to BlueJeans to appoint entities under Common Control with BlueJeans as sub-processors and (b) to BlueJeans, and entities under Common Control, to appoint third party data center operators and outsourced support providers as sub-processors to support the provision and support of the BlueJeans Services. An entity "**Controls**" another entity if it (a) exercises more than 50% of the ownership of voting shares, by contract or otherwise; (b) has the right to remove a majority of its board of directors or equivalent managing body; or (c) has the right to exercise a dominant influence over it pursuant to its constitutional documents or pursuant to a contract. Two entities are treated as being in "**Common Control**" if either controls the other or both are controlled by the same entity.

3.8 BlueJeans will maintain a list of sub-processors and make such list available to Customer upon reasonable request. BlueJeans shall inform Customer of any intended changes concerning the addition or replacement of processors. If Customer has a good-faith objection to any new or replacement sub-processor's ability to process Customer Personal Data in compliance with this Agreement, it shall notify BlueJeans of such objections in writing within ten (10) days of the notification and the parties will seek to resolve the matter in good faith. If the parties are unable to resolve the objections within 30 days of the date of the notification, then either party may terminate this Agreement and the Services Agreement, on written notice of not less than 30 days, solely to the extent such sub-processing would affect Customer's ability to use the BlueJeans Services.

3.9 Any sub-processor engaged to provide services on behalf of BlueJeans in connection with this Agreement shall do so only on the basis of a written contract which imposes on such sub-processor terms no less protective as to the interests of the Data Subjects than this Agreement. Where applicable, BlueJeans shall remain directly liable to Customer for any applicable breach of the GDPR relating to the Customer Personal Data by a sub-processor.

3.10 BlueJeans shall, in accordance with the Data Protection Legislation, make available to the Customer all information in BlueJeans' possession or control necessary to demonstrate BlueJeans' compliance with the obligations of data processors under the Data Protection Legislation and BlueJeans will allow for and contribute to audits of such information, including inspections of such information, conducted by the Customer or another auditor mandated by the Customer. In discharging its obligation under this Clause, BlueJeans will, not more than once per calendar year during the term of the Services Agreement and with at least thirty (30) days prior written notice by Customer and after

signing BlueJeans' security-related NDA, provide Customer with: (a) a summary of BlueJeans' then-current SOC 2 Type 2 report; (b) records relating to BlueJeans' privacy and security procedures; and (c) access to (i) knowledgeable personnel, (ii) documentation, and (iii) information regarding BlueJeans' physical premises, infrastructure, and application software. Customer agrees that the foregoing satisfies its audit rights under the Data Protection Legislation, provided, however, that the foregoing does not vary or modify any supervisory authority's or Data Subject's rights under Data Protection Legislation.

4. FINAL PROVISIONS AND JURISDICTION

4.1 This Agreement is made subject to, is incorporated into, and is without prejudice to the rights and obligations under the Services Agreement, which shall continue to have full force and effect. In the event of a conflict between the terms herein and the terms of the Services Agreement, the terms of this Agreement shall prevail so far as the subject matter concerns the processing of Personal Data.

4.2 This Agreement shall be governed by and construed in accordance with English law and each of the parties agrees to submit to the non-exclusive jurisdiction of the English courts in respect of any claim or matter arising hereunder.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.