

# PRODUCT SCHEDULE

## UNIVERGE BLUE ARCHIVE

This Product Schedule (the “**Schedule**”) between NEC Cloud Communications America, Inc. (“Company”) and the purchaser of the Services (as defined below) (“**You**”) applies to Company’s Unified Communications Archiving services (the “**Services**”), is effective immediately, and is issued pursuant to and incorporates by reference the terms and conditions of the Master Service Agreement (the “**MSA**”) by and between Company and You.

All capitalized terms in this Schedule shall have the same meaning as set forth in the MSA, unless otherwise defined herein. In the event of a conflict or inconsistency between the terms of the MSA and the terms of this Schedule, the latter shall supersede and govern.

### 1. Company Services

Company reserves the right to modify or discontinue any feature or functionality of the Services, in whole or in part, at any time, provided that Company shall, to the extent reasonably practicable, provide notice to You within a reasonable time period prior to any modification or discontinuance that will materially affect Your use of the Services. You accept, acknowledge and understand that the Services may be unavailable at times due to regularly scheduled maintenance. Company shall use commercially reasonable efforts to schedule this maintenance during night, weekends or off-peak periods; however, given the global diversification of Company’s customers, it may not be practical for Company to perform such maintenance outside of Your local business hours.

### 2. Software

To the extent any APIs (including any data collection agent) or other software (collectively “**Software**”) is provided to You in connection with the Services, and subject to the payment of all Services fees due hereunder, Company grants to You a revocable, non-exclusive, non-assignable, non-transferable, and non-sublicensable limited right and license during the term of Your subscription to the Services to download, install and use the Software, including any updates and/or modifications thereto (“**Updates**”), and any accompanying documentation, solely in connection with the applicable Services, and only by authorized end users. You shall be solely responsible for the installation and use of the Software, and Company shall have no obligation or responsibility with respect thereto.

### 3. Use of Services or Software

#### 3.1 Prohibited Usage.

The transmission of any messages or other material which constitutes an infringement of any copyright or trademark or a violation of (a) any national security law, statute or regulation, (b) any law, statute or regulation regarding the transmission of obscene, threatening, harassing, or other offensive messages, or (c) any other applicable laws, statutes or regulations in the United States or in other countries in which the Services are used, or the Software is downloaded, is prohibited and may result in the discontinuance of Services, termination of Your Company subscriptions and appropriate legal action brought by Company against You.

#### 3.2 Included/Excluded Services.

As of the publication date of this Schedule, Company’s Unified Communications Archiving service archives communications sent and received through Company’s voice services (such as voicemails and call recordings, chat/SMS messaging services and video conferencing services (such as meeting recordings and meeting notes). The Services do not currently archive content created through Company’s webinar services through Company’s contact center service or any other Unified Communications services offered by Company.

### **3.3 Archiving Limitations.**

If You purchase the Services, Company will use commercially reasonable efforts to archive Your data. However, Company's ability to capture and archive all applicable content created or received by Your users is subject to various technical and other limitations, including without limitation:

a. As a general matter in the operation of the Services, there is typically a brief delay (typically in terms of hours, not days) between the time that a voicemail or call is recorded and the time that it is identified and archived. As a result, if a user receives a voicemail or records a call and immediately deletes the voicemail or call recording (as applicable), the deleted voicemail or call recording may in some circumstances not be archived.

b. For internal chat messages sent through Company's Unified Communications services, Company offers users the functionality to edit or delete messages after they have been sent. As of the effective date of this Product Schedule, Company is unable to archive the original versions of internal chat messages that are subsequently edited or deleted (i.e., the versions before they have been edited or deleted), which are sent or received through the Company Unified Communications services. Company's ability to archive all such versions of the internal chat messages is limited by various factors, including without limitation the frequency with which new messages are archived. Company makes no representation, warranty, covenant or assurance that all versions of such messages (i.e., before they were edited or deleted) will be archived. However, Company will, upon request, use commercially reasonable efforts to attempt to recover specific edited or deleted messages from Company's backend systems, if available.

c. For SMS/text messages sent to a user of Company Unified Communications services, Company's ability to archive such SMS/text messages may be limited by factors outside of Company's control, such as the availability of data and/or message content from the applicable third-party SMS/text carriers (i.e., Company will not be able to archive data or content that Company does not receive from the carrier). Company therefore makes no representation, warranty, covenant or assurance that all versions of such messages (i.e., before they were edited) will be archived.

d. For video conferencing records created on the Company Unified Communications online meeting service, Company is unable to capture and archive (a) private chat messages sent through the videoconferencing application (the archiving service does capture and archive public chat messages sent to all participants through the application or (b) video conference meeting transcriptions or other output generated through artificial intelligence ("AI") tools and features within the application.

As a result, it is Your responsibility to (i) assess whether these Service limitations meet Your organization's compliance requirements and (ii) as necessary, implement any internal organizational or technological rules or controls to ensure that Your users and systems will interact with the Services in a way that enables Your organization to meet its compliance requirements.

### **3.4 Fair Use.**

a. **Data Storage.** Company may offer archiving plans that are described as including unlimited or uncapped storage. Company reserves the right to review usage of any "unlimited"/"uncapped" plans to ensure Fair Use and reserves the right to, at any time, take the actions noted in Section 3.4(c) below without notice to You. With regard to data storage, "Fair Use" means that the total amount of aggregated archiving content stored by a particular customer's account (measured in terms of total GB of storage) does not substantially exceed, in Company's reasonable judgment, the average total amount of storage of all other customers of the Services (specifically, the average amount of storage being used by customers that are actively using the Service for the same applications (such as video conferencing archiving) as the customer in question), as measured on a per user basis. Company will typically interpret the term "substantially exceed" to mean approximately four (4) times the average customer usage, but Company reserves the right to reasonably apply a different standard based on the relevant facts and circumstances applicable to a particular customer. Usage and associated charges for excess usage will be determined based solely upon Company's collected usage information. Fair Use also prohibits any

activities that result, directly or indirectly, in excessive usage of the Services, including, but not limited to, auto-dialing, continuous or extensive call forwarding, recorded livestreaming, telemarketing, message blasting, transmitting broadcasts or recorded messages, or any activity that disrupts the activities of Company and/or other Company customers.

b. **Data Exports.** Company may offer You the ability to perform self-service exports, at no additional charge, of data stored within Your Account. Company reserves the right to set maximum daily export volumes and/or review export volumes to ensure Fair Use, and Company further reserves the right to, at any time, take the actions noted in Section 3.4(c) below without notice to You. With regard to data exports, "Fair Use" means that the total amount of aggregated archiving content exported by a particular customer's account (measured in terms of total GB) does not substantially exceed, in Company's reasonable judgment, the average amount of data exported by all other customers of the Services that are performing self-service data exports, as measured on a per user basis. Company will typically interpret the term "substantially exceed" to mean approximately four (4) times the average customer usage, but Company reserves the right to reasonably apply a different standard based on the relevant facts and circumstances applicable to a particular customer. Usage and associated charges for excess usage will be determined based solely upon Company's collected usage information. Note that You may also engage Company to perform exports of Your data on Your behalf by signing a separate Order Form and paying the associated service fees.

c. If Your usage exceeds the limits for Your Account or otherwise exceeds Fair Use, You agree that Company may immediately, in its sole discretion, (i) charge You for such excess usage via Your automated payment account or by invoice, (ii) if applicable, upgrade You to a plan or increase the limits on Your Account to address this excess usage, and/or (iii) suspend Your Account or terminate Your Account upon notice to You. Upon any upgrade or increase on the limits of Your Account, You will be responsible for the new costs and fees.

d. Company may apply and enforce the principles of Fair Use at any time, including without limitation in connection with a significant reduction in the number of users of the Service within Your Account. If the aggregate storage used by the remaining users of the Service within Your Account exceeds Fair Use, Company reserves the right to pursue any of the remedies described in this Section 3.4.

### **3.5 Subscription Commitment and Data Retention Periods.**

The Services are generally purchased in packages based on the purchaser's desired data retention period. Note that the purchaser's selected data retention period applies to all content archived using the Services (e.g., call recordings, chat messages and video recordings will all be subject to the same selected retention period). However, a customer's data will only be retained in Company's archive so long as the applicable customer maintains a current subscription to the Services. Once the customer terminates its subscription to the Services, the customer's archived data will be promptly terminated, as described in Section 6 below. For example:

- If, on January 1, 2023, a customer purchases an archiving package that includes data retention for three (3) years following the date that the applicable content was initially archived, and the customer terminates its subscription to the Services on June 30, 2028, then (a) customer content will begin to be deleted from the archive starting on January 1, 2026, on a rolling basis as data reaches its three (3) year anniversary of being archived by Company; and (b) all customer content, regardless of its archiving date, will be deleted from the archive promptly after June 30, 2028.
- If, on January 1, 2023, a customer purchases an archiving package that includes data retention for three (3) years following the date that the applicable content was initially archived, but the customer terminates its subscription to the Services on June 30, 2023, then all customer content, regardless of its archiving date, will be deleted from the archive promptly after June 30, 2023.

If You desire that Company maintain Your archived data after Your cancellation of the Services, such data may continue to be archived thereafter for a monthly service fee based on the volume of such archived content. Please contact Your Company account representative for further information.

### **3.6 Subscription Applies to All Users on Account.**

When You subscribe to the Services, the Service subscription applies to all Company users within Your Account. The Services cannot be purchased on a user-by-user basis (i.e., You must purchase archiving subscriptions for all Company Unified Communications users on Your Account).

### **3.7 Data Imports.**

Company may, in its sole discretion, either permit or prohibit the import of Your existing content (whether created outside or within Company's Unified Communications services) into the Services for any reason, including without limitation the current location, size/quantity or format of such content. If Company agrees to allow the import of Your existing content into the Services, You may proceed with the import of such content only after You have agreed to the terms of an Order Form containing the agreed-upon professional services fees (for Company's assistance with such import of data) and ongoing storage fees for such data to be charged to You by Company.

### **3.8 Litigation/Legal Hold Feature.**

Company may offer a feature within the Service that allows You to place a "legal hold" upon Your data that is archived by the Service (the "**Legal Hold Feature**"). The intent of the Legal Hold Feature is to allow You to preserve, for a period that is longer than Your selected data retention period, certain content that You are legally required to preserve in connection with pending or threatened litigation or active regulatory investigations. The Legal Hold Feature is subject to the following important rules and restrictions:

- A. The Legal Hold Feature is intended only for use when legally required in connection with litigation or regulatory investigations. The Legal Hold Feature may not be used by You merely to extend Your selected data retention period for other reasons; You should, instead of activating the Legal Hold Feature, modify Your Service settings to select a longer data retention period.
- B. Company reserves the right at any time to request, and You are required to provide upon receiving such request, evidence sufficient to support the validity and legitimacy of the purported legal hold underlying Your activation of the Legal Hold Feature.
- C. You must turn off the Legal Hold Feature promptly (and in any event no less than ten (10) business days) after the termination of the legal hold(s) underlying Your activation of the Legal Hold Feature.
- D. When activating the Legal Hold Feature, You must limit the scope of the Legal Hold Feature (i.e., You must only apply the Legal Hold Feature) to the specific users (and, as applicable, the specific content) that are relevant to and covered by the applicable legal hold underlying Your activation of the Legal Hold Feature.
- E. If Company determines, in its sole discretion, that You have used the Legal Hold Feature in violation of the rules and restrictions set forth herein, You agree that Company may immediately, in its sole discretion, (i) upgrade You to a plan or increase the limits on Your Account to address the excess usage represented by Your use of the Legal Hold Feature, and/or (ii) suspend Your Account or terminate Your Account upon notice to You. Upon any upgrade or increase on the limits of Your Account, You will be responsible for the new costs and fees.

- F. Company reserves the right to charge additional fees for the Legal Hold Feature. Such charges may be tied to the volume of content, the duration of the preservation and/or other factors. If Company decides to charge for such feature, Company will give You advance notice to enable You to decide if You desire to retain such feature.
- G. If You discontinue the Service, or if Your account is terminated for any reason, the Legal Hold Feature will immediately terminate as well.
- H. Consistent with Section 3.4(a) above, Company reserves the right to review Your usage of the Legal Hold Feature to ensure Fair Use and reserves the right to, at any time, take the actions noted in Section 3.4(c) above without notice to You. With regard to the Legal Hold Feature, "Fair Use" means that the total amount of aggregated archiving content stored by a particular customer's account under the Legal Hold Feature (measured in terms of total GB of storage) does not substantially exceed, in Company's reasonable judgment, the average total amount of storage of all other customers of the Services, as measured on a per user basis. Usage and associated charges for excess usage will be determined based solely upon Company's collected usage information. Fair Use also prohibits any activities that result, directly or indirectly, in excessive usage of the Legal Hold Feature or any activity that disrupts the activities of Company and/or other Company customers.

#### **4. Disclosure of Information**

The privacy, security and confidentiality of Your data are important to Company, and Company invests significant resources to preserve the privacy, security and confidentiality of Your data. Please note that Company may disclose information in Your archived content to third parties, either with Your consent or as permitted or contemplated under the terms of the MSA or Company's Privacy Policy (as amended from time to time). Company may permit its personnel (a) to monitor Your archived content to operate or deliver the Services and (b) to disclose information to third parties if Company determines that such action is necessary to satisfy any law, regulation or other governmental requirement.

#### **5. Disclaimer of Warranties**

NEITHER COMPANY, NOR ANY THIRD-PARTY SUPPLIER OF INFORMATION OR DATA SUPPLIED UNDER ANY INFORMATION FEATURE OF THE SERVICES, MAKES ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO THE ACCURACY, ADEQUACY OR COMPLETENESS OF SUCH INFORMATION OR DATA, AND EACH OF COMPANY AND SUCH THIRD-PARTY SUPPLIERS SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

#### **6. Termination and Post-Termination Exports**

a. In the event that You terminate Your subscription to the Services (i.e., terminate Your purchase of the Services described herein), You shall have thirty (30) days following the effective date of such termination ("**Post-Termination Export Period**") to export the archived data, either in the form of an export that You perform yourself or by requesting an export from Company (subject in all cases to the terms set forth in Section 3.4 above). Export fees will generally apply for (i) in the case of self-service exports, any data export that exceeds the maximum daily volume permitted by Company for such exports; and (ii) in the case of any exports, any data export with which Company is requested or required to provide professional services or other assistance. The amount of such fees is generally based on the volume of data being exported.

b. Following Your termination of the archiving Service, regardless of the duration of the data retention period that You selected for Your Service subscription (as described in Section 3.5 above), Your information

and data will be permanently and irrevocably purged from the Service (and will thereafter no longer be available to You in any recoverable format) upon the earlier to occur of (a) the conclusion of the Post-Termination Export Period or (b) the date that You acknowledge receipt of the export of Your archived data. Company shall not be liable for any data requests following the date that Your data is purged, as described in the preceding sentence.

c. As noted above, the Service subscription applies to all Company users within Your Account, and the Service cannot be purchased on a user-by-user basis. However, if You materially reduce the number of archiving Service users on Your Account (e.g., by terminating a material number (but not all) of the users on Your Account), without terminating the Service completely, and You wish to retain the deleted users' data in the archive, (i) the "Fair Use" provisions of Section 3.4 above shall apply to Your use of the Service; and (ii) Company reserves the right to charge You, and You agree to pay, for the archived storage for such deleted users at Company's then-current standard pricing for such storage.

## **7. Audit Rights**

To the extent that You are using the Services to archive content generated through a service that is licensed to You or Company by a third party (a "**Third-Party Service**"), Company reserves the right to audit (at least once annually) the total number of users being archived by You throughout the term of the contract. In the event that the total number of users of the Service exceeds the number of users of the applicable Third-Party Service, Company will invoice You (and You agree to pay) for the difference.

## **8. Technical Support**

a. Company agrees to provide You with Company's standard technical support services for the Software that it makes generally available to customers, which include periodic distribution of Updates scheduled by Company. Your authorized Account contacts shall be eligible for free limited technical support. Software installation support inquiries by telephone will be accepted by Company during Company's normal business hours. Technical support email inquiries will be accepted at any time and will be answered during Company's normal business hours. Company reserves the right to charge for non-standard technical support services, provided that any such fees shall be agreed to in advance by You.

b. In order to provide technical support for Your Account or users, Company may require access to Your communications content, within the applicable Unified Communications service and/or within the Services. By contacting Company to perform technical support services, You agree and consent that Company may access Your communications content, as necessary, to perform any troubleshooting, investigation, remediation and assistance to service Your technical support requests.

c. As Company makes available Updates and new versions of the Software, Company reserves the right to discontinue support for non-current releases and versions. Company shall, to the extent reasonably practicable, provide You with reasonable notice of any such discontinuance.

## **9. Steps You Must Take for the Archiving Service to Function Properly**

### *a. You Must Activate the Archiving Service in Company's Administrative Control Panel*

In order for Company to provide the Services (i.e., for the archiving Service to function and for Your data to be archived), You must activate the archiving Service in Your Company administrative control panel. The Service will not be operational until it has been activated by You in Your Company administrative control panel. You agree that Company will not be held responsible or made liable for any loss of data and/or Your failure to comply with any applicable laws, regulations or professional standards (or any damages or losses in connection therewith) caused in connection with or as a result of Your failure to properly activate the archiving Service.

You will be charged for Company's archiving Service upon the commencement of Your order of such Service, regardless of when or whether You activate the Service.

- b. *If You Desire WORM Storage, You Must Separately Activate the WORM Storage Feature by Contacting Company's Technical Support Team (or Such Other Method as Company May Make Available to You)*

If You desire to store Your archived data in WORM (Write Once, Read Many) format, You must also separately activate WORM storage for Your Company Account. Content will be stored within the Services in WORM format only if You separately activate the WORM feature for Your Company Account. To activate WORM storage for Your Account, You must contact Company's Technical Support team to request such activation (or follow such other activation instructions as Company may communicate to You from time to time).

**Important Notes Regarding WORM Storage:**

- i. If You activate WORM storage for Your Company Account, You will not have the ability to delete any content in Your WORM storage until the expiration of Your selected retention period. For example, if a user on Your Account receives content that was not intended for such user, and the party that sent the content asks that the content be deleted by the user, neither You nor the user (nor Company's Technical Support team) will have the ability to delete such content from the archive. Such content will only be deleted from the archive once the selected retention period for such content lapses.
- ii. If You activate WORM storage for Your Company Account, You will not be able to shorten Your selected retention period. For example, once You have activated WORM storage for Your Account, if You have selected a seven-year retention period for Your archived data, then You thereafter may not shorten Your retention period to any period less than seven years. Note that you will still have the ability to extend/lengthen Your retention period after You have activated WORM storage for Your Account, though You will not thereafter be able to shorten it.
- c. *If You Desire to Archive Video Conferencing Content (Such as Meeting Recordings), You Must Separately Activate the Video Meeting Feature by Enabling the Meeting Connector in Company's Archiving Portal*

If You desire to archive video conferencing content (including meeting recordings and meeting notes) within Company's archiving platform, then You (i.e., a designated owner or administrator on Your Company administrative Account) must either (i) log into the company Unified Communications Archiving portal and enable the Meeting Connector or (ii) contact Company's Technical Support team to request the activation of the Meeting Connector. The Company archiving Service will not start archiving video conferencing content until the functionality has been activated by You, as described herein. You agree that Company will not be held responsible or made liable for any loss of data and/or Your failure to comply with any applicable laws, regulations or professional standards (or any damages or losses in connection therewith) caused in connection with or as a result of Your failure to properly activate the video conferencing functionality (or any other specific features or functionality) within the archiving Service.

## **10. Export Control**

You shall not export, re-export, use, or divert the Services or the Software to or on behalf of (a) any country that is subject to U.S. economic sanctions administered by the US Department of the Treasury's Office of Foreign Assets Control ("OFAC"), including but not limited to Cuba, Iran, Sudan, Syria and North Korea; (b) the government of any OFAC-sanctioned country, wherever located; or (c) persons or entities identified as

“Specially Designated Nationals” by OFAC, or entities that are owned or controlled by a Specially Designated National. You shall not distribute or supply the Services or the Software to any person if You have reason to believe that such person intends to export, re-export or otherwise transfer the Services or the Software to, or use the Services or Software in or for the benefit of, any such OFAC-sanctioned countries, governments, persons, or entities. You shall not use the Services or the Software in connection with the commission of terrorist acts or the design, development, production, or use of nuclear, biological, or chemical weapons; missiles; or unmanned aerial vehicles. You shall not export, re-export, or transfer the Services or the Software to any person or entity with knowledge or reason to know that any of the prohibited activities identified in this section are intended by such person or entity. Without limiting the foregoing, You shall not commit any act which would, directly or indirectly, violate, or which may cause Company to violate, any United States or local law, regulation, treaty or agreement relating to the export or re-export of the Services or the Software. At Your expense, You shall obtain any government consents, authorizations, or licenses required for You to exercise its rights and to discharge its obligations under this Schedule. Acknowledging that any data You may place on the Services or the Software may constitute an export of such data by You to one or more foreign jurisdictions, You shall not cause any such export of data in violation of the laws of the United States and/or such other foreign jurisdictions.

## **11. Beta Program Terms**

Company may, from time to time, offer the Services as a Beta Offering (as that term is defined in the MSA). If You use the Services in connection with a Beta Offering, please note that the additional restrictions will apply to such use:

- a. You will not be permitted to import any existing content (whether created outside or within Company’s Unified Communications services) into the Services.
- b. Exports of data from the Services will only be available on a self-service basis. Company will not provide professional services or support to You in connection with any export of data from the Services.
- c. Any data that is archived using the Services will be stored in such location(s) as Company may determine in its sole and absolute discretion.
- d. Company’s Service Level Agreements do not apply to such Beta Offering, and Company does not make any representations or warranties regarding the Beta Offering or the integrity of any data stored in connection with the Beta Offering.
- e. You are strongly discouraged from storing or archiving any sensitive data within the Services during the Beta Offering.
- f. Any data archived within the Services during the Beta Offering will only be stored for twelve (12) months. Extended retention beyond such twelve (12) month period may be available for an additional fee.
- g. Company may, in its sole discretion, change or terminate the Beta Offering without notice.
- h. Your use of the Services in connection with such Beta Offering shall at all times be subject to the terms and conditions set forth in this Schedule (including without limitation the “Fair Use” provisions in Section 3.4 of this Schedule).