

KanREN Zoom Addendum

This KanREN Zoom Addendum specifies the agreements, terms, and conditions accepted by the Consortium and the Member in connection with the procurement and delivery of Zoom Services, as defined herein. The Consortium has contracted with Zoom Video Communications, Inc., and its Affiliates (collectively, “**Zoom**”), to purchase bulk Services (“**Zoom Services**”) for distribution to and management for the Consortium’s Members, in a document titled Zoom Video Communications Member Master Subscription Agreement for Education Consortia and dated May 24, 2022 (the “**Master Subscription Agreement**”). The agreement between the Consortium and Zoom requires the Consortium to have a contract with Members containing certain provisions in order to provide Zoom Services to those Members. This Addendum is intended to fulfill that contractual requirement, and the Consortium and the Member agree and represent that this Addendum is sufficient to fulfill that contractual requirement.

Definitions: Various terms are defined in the several documents which are incorporated herein, and the definitions provided in a respective document generally apply within the context of that document and should not be construed to apply outside the context of that document unless the application is clear.

Inclusion of Other Documents: The following documents are included by reference in this Addendum as if fully stated herein, and apply to the Member to the extent that the Consortium is required to contract with the Member in the process of providing Zoom Services:

- Master Subscription Agreement available at <insert member-only URL>
- Zoom End User License Agreement and Terms of Service available at <https://zoom.us/docs/en-us/EULA-terms-of-service.html>

Legal Compliance: The Member shall abide by, and ensure compliance with, all Laws in connection with its and its End User’s use of the Zoom Services, including but not limited to Laws related to recording, intellectual property, privacy, and export control or economic sanctions.

Licenses Granted; Resale Prohibited: The Consortium will provide to the Member the licenses identified in the Service Addendum which are granted under the Master Subscription Agreement for the Member’s and its End Users’ access and use. The Member agrees that its use of the Zoom Services will be in accordance with the terms of this Addendum and the Master Subscription Agreement, and that the Member will not resell the licenses.

Consent to Disclosure: The Member hereby consents to the Consortium sharing the Member’s Confidential Information with Zoom, and consents to Zoom sharing the Member’s Confidential Information with the Consortium, insofar as such Confidential Information must be disclosed between the Consortium and Zoom during the provision of the Zoom Services to the Member.

Indemnification: Provided that the Consortium provides prompt notice to the Member of any relevant claim arising out of the Member or its End Users’ use of the Services, the Member agrees to indemnify, defend, and hold harmless the Consortium and its affiliates and their respective officers, directors, members, employees, consultants, agents, suppliers, and resellers from any claims arising from (a) the Member’s or its End Users’ use of the Zoom Services in violation of this agreement; (b) any infringement or violation by the Member or any of its End Users of any intellectual property or other right of any person; and (c) the Member’s or any of its End Users’ violation of any Law.

Agreement to Arbitrate: The Consortium and the Member agree to be bound by the Agreement to Arbitrate in Paragraphs 18.1 to 18.8 of the Master Subscription Agreement for any disputes which may arise from the Member’s or its End Users’ use of the Zoom Services in the event that such dispute includes Zoom as a necessary or essential party.