

**ZOOM VIDEO COMMUNICATIONS
MEMBER MASTER SUBSCRIPTION AGREEMENT
FOR EDUCATION CONSORTIUMS**

This Member Master Subscription Agreement for Education Consortiums (this "**Agreement**") is effective May 24, 2022 ("**Effective Date**") between KanREN, Inc., a Kansas nonprofit membership corporation ("**Customer**"), and Zoom Video Communications, Inc. and its Affiliates ("**Zoom**"). This Agreement sets forth the terms and conditions applicable to Customer's purchase of bulk Services (defined below) and its distribution and management of those Services to Members (defined below). The Services to which Customer has subscribed shall be specified in one or more Zoom order form(s) ("**Order Form**"). Additional terms may also be set forth in the Order Forms or on Exhibits to this Agreement. In the event of a conflict between the Agreement and an Order Form, the conflicting term(s) in the Order Form will not be considered an amendment to the Agreement but the conflicting term(s) in the Order Form will only apply to that individual order.

1. **Definitions.** The following definitions will apply in this Agreement and the Order Forms, and any reference to the singular includes a reference to the plural and vice versa. Service specific definitions are found on Exhibit A.

"**Affiliate**" means, with respect to a Party, any entity that directly or indirectly controls, is controlled by or is under common control with that Party. For purposes of this Agreement, "control" means an economic or voting interest of at least fifty percent (50%) or, in the absence of such economic or voting interest, the power to direct or cause the direction of the management and set the policies of such entity.

"**Agreement**" means this Member Master Subscription Agreement, together with all Exhibits and all Order Forms entered into pursuant to this Member Master Subscription Agreement, each of which is incorporated herein by reference.

"**Charges**" is defined in Section 5.

"**Claim**" is defined in Section 15.1.

"**Confidential Information**" is defined in Section 8.

"**Customer Content**" is defined in Section 4.2.

"**Customer Data**" is defined in Section 4.1.

"**Downtime**" means the Services were not available to the Internet due to causes within the reasonable control of Zoom other than scheduled maintenance performed between the hours of 11 pm and 3 am PT. Downtime does NOT include any inability of Customer or Member to access the Services caused by third parties outside of the control of Zoom (such as internet service providers, network service providers or telecommunications service providers) or caused by Customer hardware, software, systems or networks.

"**End User**" means a Host or Participant (as defined in Exhibit A) who uses the Services, including a Member's End Users.

"**Initial Subscription Term**" means the initial subscription term for a Service as specified in an Order Form.

"**Laws**" means all U.S. or non-U.S. national, regional, state, provincial or local laws, statutes, rules, regulations, ordinances, administrative rulings, judgments, decrees, orders, directives, policies, or treaties applicable to Zoom's provision and Customer's or Members' use of the Services.

"**Member**" means an organization that: (i) is a member of Customer's membership based, non-profit company, as reflected in a valid Member Agreement; (ii) is based in Kansas; (iii) is a public university, public school, private school, or statutory research council; and (iv) is identified on **Exhibit B** of this Agreement. Customer shall inform Zoom from time to time of any changes to Exhibit B, and upon Zoom's agreement, the parties shall enter into an amendment to this Agreement to memorialize the changes. For avoidance of doubt, any Members who are currently existing Zoom customers under their own agreements with Zoom must complete their subscription terms with Zoom before being able to access or use the licenses provided under this Agreement. For further clarity, in no event may Customer provide the Services to any Members that do not meet the criteria set forth in this definition.

"**Order Form**" is defined in the Preamble.

"**Party**" means a party to this Agreement.

“School Subscriber” is defined in Exhibit A.

“Service Effective Date” means the date that an Initial Subscription Term begins as specified in an Order Form.

“Renewal Term” means the renewal subscription term for a Service commencing after the Initial Subscription Term or another Renewal Term as specified in an Order Form.

“Services” means the Zoom Meeting Services and/or Zoom Phone Services described in Exhibit A to which Customer has subscribed as specified in one or more Zoom Order Form(s).

“Taxes and Fees” and **“Taxes or Fees”** means all applicable sales, use, environmental or regulatory taxes, VAT, fees, duties (including customs duties), charges, surcharges or assessments levied on the provision of Services to Customer (exclusive of any income tax imposed on Zoom).

“VAT” means any value added tax, including any value added tax, and any other tax of a similar nature, whether imposed in a Member State of the European Union in substitution for, or levied in addition to, such tax, or imposed elsewhere, any Goods and Services Tax, PIS/COFINS, any similar indirect Tax or any Tax analogous thereto imposed in connection with, or otherwise relating to, the Services rendered by Zoom to Customer.

2. **Access, Use, Customer Responsibility.**

2.1 Right to Use. Zoom hereby grants to Customer, and its Members as provided below, a non-exclusive, non-transferable right for Customer and its Members to use the Services, subject to the terms and conditions of this Agreement for the Initial Subscription Term and any Renewal Term as specified in the Order Form. Zoom reserves the right to enhance or modify features of the Services but will not materially reduce the core functionality or discontinue any Services without providing prior written notice to Customer. Customer and its Members will receive standard updates to the Zoom Services that are made generally available by Zoom during the term specified in the Order Form. However, Zoom reserves the right to offer additional functionality or premium feature improvements for an additional cost. All rights not expressly granted herein are reserved by Zoom and its licensors.

2.1.1 Internal Use. Notwithstanding anything else to the contrary, the Services provided under this Agreement, are granted to Customer solely for its internal valid business use and internal valid business use by its Members, in accordance with the terms and conditions of this Agreement, provided and conditioned upon the following: (i) Customer must have in place a valid Member Agreement with Member as further described in Section 2.1.2 that passes through and binds Member to the terms and conditions of this Agreement, (ii) Customer is fully responsible and liable for each of its Members’ acts and omissions related to their use of and access to the Services, and (iii) in no event shall any Member be a third party beneficiary to this Agreement. Furthermore, Customer shall defend, indemnify, and hold harmless Zoom, its officers, directors, employees, and Affiliates from any Member claim against Zoom, without any cap on liability. Members must also agree that by using the Services, they are allowing any and all Member account, Member Content, and Member Data to be disclosed to Customer.

2.1.2 Member Agreement. Customer shall enter into a Member Agreement for the Services with each Member. Customer is responsible for ensuring the Member Agreement is valid and enforceable under applicable law. For clarity, the Member Agreement is a direct contract between the Customer and the Member, and not a direct contract between Zoom and the Member. Customer has no right or authority to make any representation, promise, obligation, warranty, or agreement on behalf of Zoom, in violation of this Section 2.1.2 unless otherwise expressly agreed to in writing by Zoom. Customer agrees to assume full liability for any contracts or agreements that Customer and any of Customer’s personnel enter into with Member in violation of this Section 2.1.2. The Member Agreements must contain provisions imposing no greater obligations or liability on Zoom and no fewer restrictions or obligations on Member than Zoom’s standard terms of service in effect at the time the Member Agreement is entered into. Zoom’s current terms of service are located at zoom.us/docs/en-us/EULA-terms-of-service.html and each Member shall agree to abide by Zoom’s terms of service before use of the Services.

2.1.3 Customer warrants, represents, and covenants that it shall (i) make the Services available for access and use by Members only; (ii) charge its Members fees for administration and management only; (iii) not markup the fees for the Services and only include administration fees, member fees, and management fees, if applicable, on a separate line item or as a separate SKU; (iv) not resell the Services or act or hold Customer out as a reseller; (v) not modify the rates, terms, or conditions set by Zoom for the Services; and (vi) not hold Customer out as a Telecommunications Service Provider.

- 2.2 Beta Versions.** Zoom or its Affiliates may, from time to time, offer access to services that are classified as Beta version (*i.e.*, a version that is not generally available). Access to and use of Beta versions may be subject to additional agreements. Zoom makes no representations that a Beta version will ever be made generally available and reserves the right to discontinue or modify a Beta version at any time without notice. Beta versions are provided AS IS, may contain bugs, errors or other defects, and Customer's use of a Beta version is at the sole risk of the Customer.
- 2.3 Use and Responsibility.** Customer and its Members may only use the Services pursuant to the terms of this Agreement and all use must conform to Zoom's Privacy Statement, Community Standards, and to the use limits imposed by the purchased plan level. Customer shall require by contract that its Members', and its End Users' use of the Services and shall abide by, and ensure compliance with, all Laws in connection with its and each Member's and End User's use of the Services, including but not limited to Laws related to recording, intellectual property, privacy and export control/economic sanctions.
- 2.4 Prohibited Use; Notification of Unauthorized Use.** Customer shall not use, and shall not permit any Member or any End User to use, the Services to: (a) modify, disassemble, decompile, prepare derivative works of, reverse engineer or otherwise attempt to gain access to the source code of the Services; (b) knowingly or negligently use the Services in a way that abuses, interferes with, or disrupts Zoom's networks, Customer accounts, or the Services; (c) engage in activity that is illegal, fraudulent, false, or misleading, (d) transmit through the Services any material that may infringe the intellectual property or other rights of third parties; (e) build or benchmark a competitive product or service, or copy any features, functions or graphics of the Services; or (f) use the Services in violation of Zoom's Community Standards or any other policy referenced herein, or any applicable Law. Customer shall notify Zoom immediately if it becomes aware of any unauthorized use of any password or account or any other known or suspected breach of security or misuse of the Services. If Customer becomes aware of any violation of this Agreement in connection with use of the Services by any person, Customer may contact Zoom at violation@zoom.us. Zoom will investigate any complaints of violations that come to its attention and may take any action that it believes is appropriate, in its sole discretion, including, but not limited to, issuing warnings, removing content, suspending services, or terminating accounts and/or Member/End User profiles.
- 3. Intended Use; Restrictions on Use by Children; No Commercial Transfer.** The Services are intended for business use. Customer and its Members may choose to use the Services for other purposes, subject to the terms and conditions of this Agreement. Zoom is not intended for use by individuals under the age of 16, unless it is through a School Subscriber using Zoom for Education (K-12). Individuals under the age of 16 may not create accounts or use the Services except as described herein. Customer warrants that neither Customer nor its Members will sublicense, sell, resell, transfer, assign, distribute, use on a timeshare or service bureau basis, or charge fees to other parties for use of the Services. Notwithstanding the foregoing, Customer shall be entitled to provide the licenses granted hereunder to its Members for their access and use but not for resale purposes, provided Customer's Members agree that their use of the Services will be in accordance with the terms and conditions of this Agreement.
- 4. Customer Data and Content; Responsibility for Use.**
- 4.1 Customer Data.** Customer Data is information provided to Zoom so that Zoom can fulfill the terms of the Agreement and provide access to the Services (*e.g.*, Company name, billing address, contact name and information). Customer is solely responsible for the accuracy of Customer Data, and Zoom has no liability whatsoever for errors and omissions in Customer Data.
- 4.2 Customer Content.** Customer Content is any data or content originated by Customer, its Members, or an End User, and stored or transmitted using the Services. Customer Content includes files, documents, recordings, chat logs, meeting subject and attendees, transcripts, and any other information Customer, a Member or End Users may upload into the Services in connection with the use of the Services. Zoom collects and processes Customer Content only at the direction of Customer and/or its Members and for no other purposes than the provision of Services hereunder. As between Customer and Zoom, Customer shall retain ownership of all Customer Content. For the avoidance of doubt, in no event shall Zoom be a Data Controller, as defined in the GDPR, or the substantial equivalent of a Data Controller under any Law. For purposes of Section 8 below, Customer Content is not "disclosed" to Zoom.
- 4.3 Customer Responsibility for Customer Content.** As between Zoom and Customer, Customer is solely responsible for the use of the Customer Content and compliance with all Laws pertaining to the Customer Content, including, but not limited to, Laws requiring Customer and or any of its Members to obtain the consent of a third party to use the Customer Content and to provide appropriate notices of third-party rights. Customer and its Members grant to Zoom a limited right to modify, reproduce and distribute the Customer Content, solely in connection with providing the Services. Customer and its Members represent and warrant that it has the right to upload the Customer Content to

Zoom and that such use does not violate or infringe on any rights of any third party. Under no circumstances will Zoom be liable in any way for any (a) Customer Content that is transmitted or viewed while using the Services, (b) errors or omissions in Customer Content, or (c) any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to Customer Content.

- 4.4 Zoom Obligations for Customer Content.** Zoom will maintain reasonable physical and technical safeguards to prevent unauthorized disclosure of or access to Customer Content, in accordance with industry standards. Zoom will notify Customer if it becomes aware of unauthorized access to Customer Content. Zoom will not access, view or process Customer Content except (a) as provided for in this Agreement and in Zoom's Privacy Statement; (b) as authorized or instructed by Customer, (c) as required to perform its obligations under this Agreement; or (d) as required by Law. Zoom has no other obligations with respect to Customer Content.
- 4.5 Data Processing Agreements and Similar Agreements.** Upon request, Zoom will prepare and execute a data processing agreement or addendum to this Agreement further delineating the Parties' responsibilities with respect to information that reasonably identifies a specific individual.
- 5. Prices and Fulfillment.** For each Service subscription that Zoom provisions to Customer, Zoom will bill Customer certain non-recurring and recurring charges at prices set forth in the applicable Order Form. The prices specified in the Order Form include all Zoom charges for the right to use the Services and are exclusive of all Taxes and Fees. Prices include standard support (see [Zoom Help Center](#)) and generally available updates to the Services. Separate charges for overage amounts and per-use charges may also apply, which charges will be described in the Order Form, and Customer agrees to pay these charges if Customer incurs them. Prices for professional services, if any, will be set forth in a professional services Order Form. All such Zoom charges are referred to as "**Charges**".
- 5.1 Price Changes.** Zoom may change prices for the Services from time to time, in its sole discretion. Any price changes will be effective upon the commencement of Customer's next Renewal Term; provided, that Zoom shall provide Customer with reasonable notice of any such fee increase prior to the expiration of the Term or any Renewal Term. Prices for Services may also change if Customer chooses to increase or decrease the number of subscriptions or add or remove Services. Price changes will be effective at the time Customer makes such changes to Customer's account.
- 5.2 Discounts and Promotional Pricing.** Prices specified in the Order Form may include discounts or promotional pricing. These discounts or promotional pricing amounts may be temporary and may expire upon the commencement of a Renewal Term, without additional notice. Zoom reserves the right to discontinue or modify any promotion, sale or special offer at its sole and reasonable discretion.
- 6. Invoices and Payments.** Unless specified otherwise in an Order Form, Customer shall pay all invoices within thirty (30) days receipt of such invoice. Invoices may be issued electronically via email to the email address specified by the Customer. Except as explicitly provided in this Agreement, all payment obligations are non-cancelable and all amounts paid are non-refundable. Zoom shall invoice Customer for all non-recurring Charges, overage and per-use Charges, and associated Taxes and Fees, on the invoice following the provision of Service giving rise to such Charges; and, shall invoice Customer for all recurring Charges and associated Taxes and Fees on the invoice preceding the period in which Services will be provided.
- 6.1 Purchase Order Numbers.** If a Purchase Order Number is required for processing an invoice, Customer will provide such Purchase Order Number with the applicable Order Form. If issuance of a Purchase Order is delayed, Customer will provide a Purchase Order Number within 5 days of the Service Effective Date via email to billings@zoom.us. Notwithstanding the foregoing, the thirty (30) day period for payment shall commence as of the applicable invoice date. Such payment period shall not restart based on any delays in issuing a Purchase Order or any other Customer required procurement process.
- 6.2 VAT Invoices.** If required by Law, Zoom will issue a VAT invoice or a document that the relevant taxing authority will treat as a VAT invoice, to Customer. This invoice may be issued electronically.
- 6.3 Withholding.** To the extent that any amounts payable by Customer are subject to withholding Taxes and Fees, the amount payable shall be grossed up by Customer when customer remits payment such that the amount paid net of withholding Taxes and Fees equals the amount invoiced by Zoom.
- 6.4 Payment of Taxes and Fees.** Customer will pay to Zoom any applicable Taxes and Fees. Customer is solely responsible for paying any and all Taxes and Fees owing as a result of Zoom's provision of the Services to its Customers. If Customer is required to pay any Taxes and Fees, Customer shall pay such Taxes and Fees with no reduction or offset in the amounts payable to Zoom hereunder and Customer will pay and bear such additional

amount as shall be necessary such that Zoom receives the full amount of the payment required as if no such reduction or offset were required. Customer acknowledges and agrees that Zoom will charge applicable Taxes and Fees on the invoice.

- 6.5 Tax Exemptions.** In the event Customer is exempt from any Tax or Fee, Customer will provide Zoom with all appropriate resale certificates and/or other documentation satisfactory to the applicable taxing authorities to substantiate such exemption status. Zoom reserves the right to review and validate Tax Exemption documentation, in the event that the Tax Exemption documentation is not valid, Zoom reserves the right to charge applicable taxes to Customer.
- 6.6 VAT Due by Customer.** In the event Taxes and Fees are due towards the taxing authorities by the Customer instead of Zoom through the reverse charge or other similar mechanism, Customer will provide Zoom with all appropriate evidence for Zoom to demonstrate the business nature of the Customer, such as a valid VAT registration number (or similar information required under the relevant VAT laws). Zoom reserves the right to review and validate the Customer's VAT registration number. In the event that the VAT registration number is not valid, Zoom reserves the right to nevertheless charge applicable VAT to Customer. For the avoidance of doubt, if VAT is due by the Customer to a taxing authority, through the reverse charge or other similar mechanism, the Customer is solely responsible for paying those amounts to the relevant taxing authority, such that Zoom receives the full amount of payment required.
- 6.7 Billing and Contract Information; Billing Disputes.** Customer represents and warrants that the Customer Data provided to Zoom is complete and accurate. If Customer believes an invoice is incorrect, Customer must contact Zoom in writing within thirty (30) days of the date of the invoice, and identify the amount in question, to be eligible to receive an adjustment or credit, which adjustment or credit, if any, shall be determined by Zoom in Zoom's reasonable discretion after reviewing all relevant information.
- 6.8 Tax Determination.** Tax determination is principally based on the location where the Customer has established its business based on the Customer Data. This will be defined by Zoom as the Customer's 'Sold To' address. Zoom reserves the right to cross reference this location against other available evidence to validate whether Customer's location is accurate. In the event that Customer's location is inaccurate, Zoom reserves the right to charge Customer any outstanding Taxes and Fees.
- 6.9 Use and Enjoyment.** If Customer purchases Zoom Services, and those Services are used and enjoyed by a subsidiary of Customer in a country that is different to Customer's location as determined by Section 6.8 of this Agreement, Customer confirms that where required Customer will treat this as a supply to its subsidiary. In the event Customer purchases services and those services are used and enjoyed by a branch or individual in a country that is different to the Customer's location as determined by Section 6.8 of this Agreement, Customer acknowledges they will inform Zoom of the Services that have been allocated and Customer acknowledges that Zoom reserves the right to charge Taxes and Fees based on the use and enjoyment of those services.
- 7. Zoom Proprietary Rights.** Zoom or its licensors own and shall retain all proprietary rights, including all copyright, patent, trade secret, trademark, trade name and all other intellectual property rights, in and to the Services. Zoom shall retain ownership of any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer, Member, End Users or any other party relating to the Services. The Services are protected by copyright laws and international copyright treaties, as well as other U.S. federal, state and international intellectual property laws and treaties. Customer acknowledges that the rights granted under this Agreement do not provide Customer with title to or ownership of the Services, but only a right to use under the terms and conditions of this Agreement.
- 8. Confidentiality.** Each Party agrees to regard and preserve as confidential all non-public information provided by the other Party relating to the business, systems, operations, strategic plans, clients, pricing (including, but not limited to, the pricing terms herein), methods, processes, financial data, programs, and/or products of the other Party in any form, that are designated as "confidential," or a reasonable person knows or reasonably should understand to be confidential (herein "**Confidential Information**"). For purposes of this Agreement, Customer's Confidential Information shall include Customer Data, and any information disclosed to Zoom by the Customer or its Members relating to the business, systems, operations, strategic plans, clients, pricing, methods, processes, financial data, programs, and/or products of the Customer or its Members. Each Party agrees to limit its disclosure of the other Party's Confidential Information to as few persons as possible and only to those persons with a need to know that are its or its Affiliates' personnel and subject to an obligation to keep such information confidential. For clarification, the Parties may share Confidential Information with each other as necessary for Zoom to provide the Services. Customer is responsible for ensuring that it obtains the prior written consent of its Members to share its Members' Confidential Information with Zoom and agrees that Zoom has the right to share any Member's Confidential Information with Customer. Except as needed to fulfill their respective obligations under this Agreement, neither Party shall, without first obtaining the other Party's prior written consent, disclose to any person, firm

or enterprise, except as expressly permitted herein, or use for its own benefit, or the benefit of a third party, the Confidential Information of the other Party.

8.1 Exclusions. “**Confidential Information**” shall not include Customer Content or information that (a) is already rightfully known to a Party at the time it is obtained from the other Party, free from any obligation to keep such information confidential; (b) is or becomes publicly known or available through no wrongful act of a Party; (c) is rightfully received from a third party without restriction and without breach of this Agreement; or (d) is developed by a Party without the use of any proprietary, non-public information provided by the other Party under this Agreement.

8.2 Exception. Either Party may disclose Confidential Information where required by law, regulation, or court order, provided that the Party subject to such law, regulation or court order shall, where permitted, notify the other Party of any such use or requirement prior to disclosure in order to afford such other Party an opportunity to seek a protective order to prevent or limit disclosure of the information to third parties.

8.3 Confidentiality Period and Obligations. The confidentiality obligations set forth in this section of the Agreement shall remain in effect for a period of five (5) years from the disclosure of the information. Both Parties agree (a) to take reasonable steps to protect the other Party’s Confidential Information, and these steps must be at least as protective as those the receiving Party takes to protect its own Confidential Information, and no less than a reasonable standard of care; (b) to notify the disclosing Party promptly upon discovery of any unauthorized use or disclosure of Confidential Information; and (c) in the event of any unauthorized disclosure by a receiving Party, to cooperate with the disclosing Party to help regain control of the Confidential Information and prevent further unauthorized use or disclosure of it.

9. Term and Termination; Suspension. Each Order Form will specify a Service Effective Date, an Initial Subscription Term, and a Renewal Term for the Services subscribed to in that Order Form.

9.1 Term and Renewal; Early Termination. Unless specified otherwise in the Order Form, a Renewal Term will commence automatically upon conclusion of the Initial Subscription Term or prior Renewal Term unless either Party sends written notice of termination at least thirty (30) days prior to the commencement of the next Renewal Term.

9.2 Termination by Either Party. A Party may terminate this Agreement by: (a) providing written notice of termination without cause to the other Party, provided that all subscription terms for all outstanding Order Forms have expired or been terminated, or (b) providing written notice of termination for cause if the other Party has materially breached the Agreement and has not cured such breach within thirty (30) days of written notice of such breach.

9.3 Termination or Suspension by Zoom. In the event Zoom reasonably believes that Customer, Member, or any End User is in material breach of Sections 2 or 8, Zoom may immediately suspend or disconnect access to Customer’s, Member’s, or such End User’s use of the relevant Services, prior to termination for cause as provided above and until such breach is cured. Zoom may also suspend Customer’s, Member’s, and/or an End User’s use of or access to any Service if it reasonably believes that such suspension is necessary to prevent imminent harm to Zoom, Zoom’s network, any End User, or any third party communicating with an End User. Zoom may immediately terminate access if it reasonably believes Customer is in breach of Section 2.4. Any such suspension, disconnection, or termination shall be without liability to Zoom, and Customer will remain responsible for all recurring Charges incurred during the period of suspension or disconnection.

9.4 Termination by Zoom Due to Change in Law. In the event of any change in Law that has the effect of materially increasing Zoom’s costs to provide Service hereunder or effectively cancels, changes or supersedes any material term or provision of this Agreement (collectively “**Change in Law**”) either Party may, on thirty (30) days’ prior written notice to the other require that they enter into good faith negotiations to revise the Agreement to appropriately address the Change in Law. If the Parties are unable to agree on such revisions within thirty (30) days from the date of notice, Zoom may terminate this Agreement with immediate effect.

10. Responsibilities upon Termination.

10.1 Cessation of Use. Upon any termination of this Agreement, Customer shall immediately cease and shall ensure its Members cease any further use of the Services .

10.2 Return of Customer Content. For thirty (30) days following expiration or termination of the Agreement, Zoom will provide Customer access to retrieve Customer Content, after which time Customer Content will be deleted according to regularly scheduled deletion protocols.

11. **Service Level Agreement.** Zoom shall make commercially reasonable efforts to ensure that Downtime does not exceed 0.1% in a month. In the event of any Downtime of the Services in excess of 0.1% in a month, Zoom shall provide Customer a credit in an amount equal to the Downtime percentage times Customer's monthly subscription amount for the Service. Customer shall provide Zoom with prompt written notice of any Downtime. If Zoom fails to correct any Downtime situation within fifteen (15) business days after receipt of such notice, Customer may terminate this Agreement.
12. **Zoom Marketplace.** The Zoom Marketplace is a site where third party developers may make available applications that are interoperable with the Services and is further defined in Exhibit A.
13. **Managed Domains.** The Managed Domains functionality is made available to certain Customers and is subject to the terms as further defined in Exhibit A.
14. **Warranties.**
 - 14.1 **Limited Warranty.** Zoom warrants to Customer that the Services will, in all material respects, conform to the functionality described in the Zoom Documentation. Zoom's sole and exclusive obligation, and Customer's sole and exclusive remedy for a breach of this warranty shall be that Zoom shall use commercially reasonable efforts to modify the Services to conform in all material respects to the Zoom documentation, and if Zoom is unable to materially restore such functionality within thirty (30) days from receipt of written notice of said breach, Customer shall be entitled to terminate the Agreement upon written notice and shall be entitled to receive a pro-rata refund of the unused Charges that have been paid in advance (if any) under this Agreement. This warranty shall be in effect for the first thirty (30) days ("**Warranty Period**") from the date the applicable Services are first provided to the Customer. In the event of any material non-conformance reported after the Warranty Period, Zoom's sole and exclusive obligation and Customer's sole and exclusive remedy shall be to secure assistance through Zoom's technical support services.
 - 14.2 **Warranty Disclaimer.** EXCEPT AS EXPLICITLY PROVIDED IN SECTION 14.1, ZOOM AND ITS LICENSORS EXPRESSLY DISCLAIM ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT THERETO, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR THE CONTINUOUS, UNINTERRUPTED, ERROR-FREE, VIRUS-FREE, OR SECURE ACCESS TO OR OPERATION OF THE SERVICES AND/OR ZOOM SERVICES. ZOOM EXPRESSLY DISCLAIMS ANY WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION OR DATA ACCESSED OR USED IN CONNECTION WITH THE SERVICES. TO THE EXTENT ZOOM CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.
15. **Indemnification.**
 - 15.1 **Indemnification by Zoom.** Provided that Customer complies with the terms of Section 15.3 below, Zoom agrees to indemnify, defend and hold harmless Customer from any third party suits, claims or demands and associated liabilities, costs, damages and expenses (including, but not limited to, attorneys' fees, expert fees and court costs) (collectively, "**Claims**") that Customer may sustain or incur arising from infringement by the Services of any copyright, trademark or trade secret of a third party, or any U.S. patent. This indemnity will not apply to any Claim that the infringement arose from the combination of the Services with software, hardware, content, data or other items not supplied by Zoom. In the event that the licensed Services are, or in Zoom's sole opinion are likely to be, enjoined due to the type of infringement described in this Section 15, Zoom, at its option and expense, may (a) replace the applicable Services with functionally equivalent non-infringing technology or (b) obtain a license for Customer's continued use of the applicable Services, or, if the foregoing alternatives are not reasonably available to Zoom (c) terminate this Agreement and refund any sums prepaid for Services not provided as a result of such termination.
 - 15.2 **Indemnification by Customer.** Provided that Zoom complies with the terms of Section 15.3 below, Customer agrees to indemnify, defend and hold harmless Zoom and its Affiliates and their respective officers, directors, members, employees, consultants, agents, suppliers and resellers from any Claims arising from (a) Customer's, Members', or End Users' use of the Services in violation of this Agreement; (b) any infringement or violation by Customer, a Member, or any End User of any intellectual property or other right of any person; and (c) Customer's, Members', or any End User's violation of any Law.


- 15.3 Indemnification Procedures.** In claiming any indemnification under this Section 15, the indemnified Party shall promptly provide the indemnifying Party with notice of any claim that the indemnified Party believes is within the scope of the obligation to indemnify. The indemnified Party may, at its own expense, assist in the defense if it so chooses, but the indemnifying Party shall control the defense and all negotiations relative to the settlement of any such claim. Any settlement intended to bind the indemnified Party shall not be final without the indemnified Party's written consent, which consent shall not be unreasonably withheld or delayed.
- 16. Limitation on Liability.**
- 16.1 EXCLUSIONS.** ZOOM SHALL NOT BE LIABLE TO CUSTOMER, MEMBERS, OR ANY THIRD PARTY FOR (a) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (b) ANY UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF THE WEB SITE, ANY CONTENT, CUSTOMER DATA, SYSTEM DATA, OTHER DATA FILES, PROGRAMS OR INFORMATION THROUGH ERROR, OMISSION, ACCIDENT OR FRAUDULENT MEANS OR DEVICES NOT DIRECTLY ATTRIBUTABLE TO ZOOM'S NEGLIGENT ACTS OR OMISSIONS, OR FOR OTHER CIRCUMSTANCES OUTSIDE OF ZOOM'S REASONABLE CONTROL, OR (c) ANY MALFUNCTION OR CESSATION OF INTERNET SERVICES BY INTERNET SERVICE PROVIDERS OR OF ANY OF THE NETWORKS THAT FORM THE INTERNET WHICH MAY AFFECT THE OPERATION OF THE SERVICES.
- 16.2 NO INDIRECT DAMAGES.** IN NO EVENT SHALL EITHER PARTY OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOSS OF REVENUES OR PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, BREACH OF DATA, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY AGREES TO TAKE REASONABLE ACTION TO MITIGATE ITS DAMAGES.
- 16.3 AGGREGATE LIABILITY CAP.** IN NO EVENT SHALL ZOOM'S LIABILITY FOR ANY DAMAGES EXCEED AN AMOUNT EQUAL TO THE TOTAL CHARGES PAID TO ZOOM UNDER THIS AGREEMENT IN THE PRIOR TWELVE (12) MONTHS PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, MISREPRESENTATIONS, NEGLIGENCE, STRICT LIABILITY AND OTHER TORTS. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.
- 17. Force Majeure.** Neither Party hereto will be liable for defaults or delays (other than the non-payment of Charges) due to Acts of God, or the public enemy, acts or demands of any government or governmental agency, fires, floods, accidents, or other unforeseeable causes beyond its control and not due to its fault or negligence.
- 18. Binding Arbitration and Class Action Waiver.**
- 18.1 Agreement to Arbitrate; Waiver of Class Action.** For Customers located in the United States, Customer and Zoom agree to resolve disputes only on an individual basis, through arbitration pursuant to Sections 18.2, 18.3, and 18.4. **THE PARTIES EXPRESSLY WAIVE ANY RIGHT TO BRING ANY ACTION, LAWSUIT, OR PROCEEDING AS A CLASS OR COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR ANY OTHER PROCEEDING IN WHICH ANY PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY.**
- 18.2 Disputes.** A dispute is any controversy between Customer and Zoom concerning the Services, any software related to the Services, the price of the Services, Customer's account, Zoom's advertising, marketing, or communications, Customer's purchase transaction or billing, or any term of this Agreement, under any legal theory including contract, warranty, tort, statute, or regulation, except disputes relating to the enforcement or validity of Customer's or Zoom's intellectual property rights. As part of the best efforts process to resolve disputes, and prior to initiating arbitration proceedings, each Party agrees to provide notice of the dispute to the other Party, including a description of the dispute, what efforts have been made to resolve it, and what the disputing Party is requesting as resolution, to the address provided below for Notices.
- 18.3 Small Claims Court Available.** Customer may initiate an action in Small Claims Court for its local jurisdiction if Customer meets the court's requirements. However, if such a claim is transferred, removed or appealed to a different court, Zoom reserves the right to require arbitration.

- 18.4 Arbitration Procedure.** Disputes not resolved pursuant to Section 18.1 or 18.2 shall be resolved through arbitration. The American Arbitration Association (“AAA”) will conduct any arbitration under its Commercial Arbitration Rules. For more information, see www.adr.org. Arbitration hearings will take place in the federal judicial district of Customer’s primary business location. A single arbitrator will be appointed. The arbitrator must: (a) follow all applicable substantive Law; (b) follow applicable statutes of limitations; (c) honor valid claims of privilege; (d) issue a written decision including the reasons for the award. The arbitrator may award damages, declaratory or injunctive relief, and costs (including reasonable attorneys’ fees). Any arbitration award may be enforced (such as through a judgment) in any court with jurisdiction. **Under AAA Rules, the arbitrator rules on his or her own jurisdiction, including the arbitrability of any claim; however, a court has exclusive authority to enforce the prohibition on arbitration on a class-wide basis or in a representative capacity.**
- 18.5 Arbitration Fees.** If Customer is unable to afford the arbitration costs, Zoom will advance those costs to Customer, subject to the arbitrator’s determination if costs should be reimbursed to Zoom if Zoom prevails. For disputes involving more than \$75,000, the AAA rules will govern payment of filing fees and the AAA’s and arbitrator’s fees and expenses.
- 18.6 Conflict with AAA Rules.** This Agreement governs if there is a conflict with the AAA’s Commercial Arbitration Rules.
- 18.7 Requirement to File Within One Year.** Notwithstanding any other statute of limitations, a claim or dispute under this Agreement must be filed in Small Claims Court or noticed for arbitration within one year of when it could first be filed, or such claim will be permanently barred.
- 18.8 Severability.** If the class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, then those parts will not be arbitrated but will be resolved in court, with the balance resolved through arbitration. If any provision of this Section 18 is found to be illegal or unenforceable, then that provision will be severed; however, the remaining provisions shall still apply and shall be interpreted to as nearly as possible achieve the original intent of this Section, inclusive of the severed provision.
- 19. Miscellaneous.**
- 19.1 Choice of Law and Forum.** This Agreement shall be governed by and construed under the laws of the State of California, U.S.A.
- 19.2 Export Restrictions.** Customer acknowledges that the Services, or portion thereof may be subject to the export control laws of the United States and other applicable country export control and trade sanctions laws (“Export Control and Sanctions Laws”). Customer, its Members, and its End Users may not access, use, export, re-export, divert, transfer or disclose any portion of the Services or any related technical information or materials, directly or indirectly, in violation of any applicable export control or trade sanctions law or regulation. Customer represents and warrants that (i) Customer, its Members, and its End Users are not citizens of, or located within, a country or territory that is subject to U.S. trade sanctions or other significant trade restrictions (including without limitation Cuba, Iran, North Korea, Syria, and the Crimea) and that Customer, its Members and its End Users will not access or use the Services, or export, re-export, divert, or transfer the Services, in or to such countries or territories; (ii) Customer, its Members, and its End Users are not identified on any U.S. government restricted party lists (including without limitation the U.S. Treasury Department’s List of Specially Designated Nationals and Blocked Persons and Foreign Sanctions Evaders List, the U.S. Department of Commerce’s Denied Parties List, Entity List, and Unverified List, and the U.S. Department of State proliferation-related lists); and (iii) that no Content created or submitted by Customer, its Members, or its End Users is subject to any restriction on disclosure, transfer, download, export or re-export under the Export Control Laws. Customer is solely responsible for complying with the Export Control Laws and monitoring them for any modifications.
- 19.3 Incorporation of Zoom Policies.** Customer acknowledges and agrees that the Zoom policies disclosed at www.zoom.us/legal are incorporated herein by reference, and Customer agrees that it has read such policies and shall comply (where applicable) and ensure its Members comply with any and all obligations of Customer as set forth in such policies. Zoom reserves the right to update these policies from time to time, and will provide commercially reasonable notice of such updates.
- 19.4 Waiver and Severability.** Failure by either Party to exercise any of its rights under, or to enforce any provision of, this Agreement will not be deemed a waiver or forfeiture of such rights or ability to enforce such provision. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision will be amended to achieve as nearly as possible the same economic effect of the original provision and the remainder of this Agreement will remain in full force and effect.

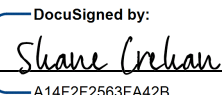
- 19.5 General Provisions.** This Agreement embodies the entire understanding and agreement between the parties respecting the subject matter of this Agreement and supersedes any and all prior understandings and agreements between the parties respecting such subject matter. Any modification to this Agreement must be in writing and signed by both parties. Unless specified otherwise herein, any and all rights and remedies of either Party upon breach or other default under this Agreement will be deemed cumulative and not exclusive of any other right or remedy conferred by this Agreement or by law or equity on either Party, and the exercise of any one remedy will not preclude the exercise of any other. The captions and headings appearing in this Agreement are for reference only and will not be considered in construing this Agreement. No text or information set forth on any other purchase order, preprinted form or document shall add to or vary the terms and conditions of this Agreement. No joint venture, partnership, employment, or agency relationship exists between the parties as a result of this agreement or use of the Services.
- 19.6 Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party (which consent shall not be unreasonably withheld, conditioned or delayed) except that this Agreement may be assigned or transferred without such consent to (a) an Affiliate, or (b) a successor by merger. Any purported assignment in violation of this section shall be void.
- 19.7 Copyright Infringement.** Infringement of copyrights in connection with the Services may be reported to Zoom's Copyright Agent through the process defined at www.zoom.us/legal.
- 19.8 Marketing.** Customer grants Zoom permission to name them as a customer and/or use their logo across Zoom marketing materials, e.g., the zoom.us website, emails, presentations, brochures, etc. Customer further grants Zoom permission to develop content around their experience as a Zoom customer, e.g., a written and/or video case study. This content will be created in cooperation with Customer and used only upon Customer's written approval. Zoom may consent to the use of its name and/or logo only to the extent expressly permitted in writing, which will be subject to Zoom's terms and conditions for trademark use, Zoom's trademark and brand guidelines, Zoom's policies, and may require agreement to new or additional terms and conditions.
- 19.9 Notice.** Zoom may give notice by electronic mail to Customer's e-mail address on record in Customer's account information, or by written communication sent by first class mail or pre-paid post to Customer's address on record in Customer's account information. Such notice shall be deemed to have been given upon the expiration of five (5) business days after mailing or posting (if sent by first class mail or pre-paid post) or twelve (12) hours after sending (if sent by email). Customer may give notice to Zoom (such notice shall be deemed given when received by Zoom) at any time by any of the following: letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to Zoom at the following: 55 Almaden Blvd, San Jose, CA, 95113, Suite 600, USA, addressed to the attention of: Legal or by email to legal@zoom.us.
- 19.10 Survival.** All sections of the Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty, disclaimers, indemnification and limitations of liability.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by duly authorized officers or representatives as of the Effective Date.

CUSTOMER:

Signature: 
 Name: Cortney T. Buffington
 Title: President and Executive Director
 Date: 26 May 2022

ZOOM VIDEO COMMUNICATIONS, INC.

DocuSigned by:
 Signature: 
 Name: Shane Crehan
 Title: Chief Accounting Officer
 Date: May 24, 2022

DS
 TS

Member Master Subscription Agreement: Exhibit A Services Description

This Services Description describes the Services that may be ordered on an Order Form, or provided by Zoom, and sets forth further Service-specific terms and conditions that may apply to Zoom's provision and Customer's and its Members' use of the Services. Capitalized terms not defined herein shall have the meanings assigned to them in the MSA.

A. Definitions. For purposes of this Service Description, the following definitions will apply:

“Hardware Programs” mean services or programs provided by Zoom that enable customers to procure hardware devices for use with Zoom Meeting Services or Zoom Phone Services subject to separate terms with the equipment manufacturers or otherwise as noted in the separate program terms.

“Host” means an individual who is an identified employee, contractor, or agent of Customer or its Members to whom Customer or its Members assign the right to host Meetings. A Host may hold an unlimited number of Meetings, but only one Meeting at a time. A Host subscription may not be shared or used by anyone other than the individual assigned to be a Host.

“Meeting” means a Zoom Video meeting.

“Participant” means an individual, other than the Host, who accesses or uses the Services, with or without the permission and knowledge of the Host.

“Zoom Documentation” means this Services Description, the Zoom website (www.zoom.us) and any additional description of the Services which may be incorporated into this Agreement.

“Zoom Meeting Services” means the various video conferencing, web conferencing, webinar, meeting room, screensharing and other collaborative services offered by Zoom Video that Customer may order on an Order Form.

“Zoom Phone Services” means voice connectivity services, including, but not limited to, nomadic interconnected VoIP services, provisioning of direct dial numbers, two-way voice calling and private branch exchange (PBX) functionality and related services that Customer may order on an Order Form.

B. Zoom Meeting Services. Zoom Meeting Services enable Hosts to schedule and start Meetings and to allow Participants to join Meetings for the purpose of collaborating using voice, video, and screensharing functionality. Every meeting will have one Host. Chat features allow for out-of-session one-on-one or group collaboration. Further features, functionality, and solutions are described at www.zoom.us.

C. Zoom for Education (K-12). Zoom for Education (K-12/Primary and Secondary Schools) allows primary schools, secondary schools, school districts and school systems (“School Subscribers”) to use Zoom Meeting Services for educational purposes. Zoom maintains policies and procedures designed to comply with applicable requirements of student privacy laws including, without limitation, GDPR and the Family Educational Rights and Privacy Act (FERPA) and applicable state laws (the “Privacy Laws”). The Privacy Laws may provide students or their parents with certain rights in their personal information. If Customer is a parent or student and has questions about the Privacy Laws or Customer's related rights, please contact Customer's school administration. If Customer is a “K-12 Account User” — meaning a teacher, principal, or other educator or school personnel authorized by a School Subscriber to use its K-12 Account — Customer represents and warrants that Customer has been duly authorized by Customer's School Subscriber to create an account, use the Zoom Meeting Services, and to agree to these contract terms. Customer further agrees to use Customer's account solely for educational purposes and solely for the benefit of Customer's School Subscriber and its students. If Customer is a K-12 Account User subject to U.S. or similar law, Customer consents, for itself and Customer's School Subscriber, to Zoom's collection, use and sharing of personal information of student End Users including those who are under the age of 16 in accordance with Zoom's K-12/Primary & Secondary Schools Privacy Statement and Customer instructs Zoom to process the personal data of student End Users in accordance with such policy. If Customer is a K-12 Account User subject to GDPR or similar law, Customer determines the legal basis, means and purposes for processing the data, and instructs Zoom to process personal information of student End Users, including those who are children under the age 16, in accordance with Zoom's K-12/Primary & Secondary Schools Privacy Statement found at <https://zoom.us/docs/en-us/schools-privacy-statement.html>.

D. Zoom Phone Services. The following sets forth the further terms and conditions that apply to the Zoom Phone Services.

1. Definitions: For purposes of the Zoom Phone Services, the following definitions apply:

“Device” means the device assigned to a virtual extension or individual digital line set up within an account or by Zoom at Customer's direction or request.

“Phone Host” means the individual assigned to a number which enables use of the Zoom Phone Service. A Phone Host is a “Host” for purposes of the definition of End User.

“**Zoom Phone Calling Plan**” means the pricing structure that enables Phone Hosts and End Users to access the PSTN. Calling plans may be “Metered” or “Unlimited” as defined on the Order Form.

“**Zoom Phone Commitment**” means the minimum monthly bundle of minutes that a Zoom Phone Metered Calling Plan Customer commits to use in connection with Zoom Phone Services.

2. **Zoom Phone Service Provider.** Zoom is the provider of Zoom Phone Services to customers located outside the United States. Zoom Voice Communications, Inc. (“Zoom Voice”) is the provider of Zoom Phone Services to customers located in the United States and sets the terms, conditions and rates for Zoom Phone Services.
3. **Description of Services.** Zoom Phone Services are cloud-based phone services that use voice over internet protocol (**VoIP**) to provide Customer with the following services and functionalities (as selected by Customer on an Order Form):
 - a. **Zoom Phone Service.** Zoom Phone Service is a cloud-based phone service that allows two-way voice calling and private branch exchange (PBX) functionality, and a feature set as described on the zoom.us website.
 - b. **Public Switched Telephone Network Communications (PSTN) Access.** Phone Hosts and End Users can be enabled to make and receive calls to the PSTN and be assigned a direct inward dialing phone number (DID) via a Zoom Phone Calling Plan.
 - c. **Bring Your Own Carrier (BYOC).** BYOC allows customers to use the telecommunications provider of their choice to provide PSTN access and inward DID numbers. Zoom provides BYOC customers with software that enables On Net Access and access to a range of Zoom call management features and functions. BYOC enables customers to (i) have PSTN capability in regions where Zoom does not offer PSTN Access; (ii) maintain relationships with currently deployed carriers; and/or (iii) configure deployments for flexibility and redundancy. Customer must ensure that its carrier provides all regulated telecommunications services and is responsible for telecommunications regulatory compliance.
 - d. **Additional Zoom Phone Services.** Additional functionality such as enabling common area phones, and additional Toll Free and DID phone numbers may be purchased as described on the Order Form.
4. **Billing and Invoicing.** Zoom will bill Customer on behalf of Zoom Voice based on the Charges set forth on the Order Form. Charges based on usage, or overage amounts that exceed the Zoom Phone Commitment, will be billed in arrears, the month following the month a Charge is incurred. No adjustment will be made, or credit or refund given, for usage that is less than the Zoom Phone Commitment.
 - a. **On Net Access.** On Net capability will be provisioned by default for all Zoom Meeting Services. Phone Hosts may access and use On Net services at no charge for so long as the underlying license to the Zoom Meeting Service remains active.
 - b. **Taxes.** Customer acknowledges and agrees that Zoom Phone Services are subject to certain Taxes and Fees (including, but not limited to, assessments for universal service) that are not applicable to Zoom Meeting Services. Accordingly, Zoom shall invoice Customer for Taxes and Fees associated with the Charges.
5. **Reasonable Use and Right to Review.** Zoom Voice offers unlimited and metered Phone Calling Plans. These plans are subject to this Zoom Voice Communications, Inc. Reasonable Use Policy. Zoom Phone Calling Plans are for normal and reasonable business use; unreasonable use is prohibited. Use of Zoom Phone may qualify as unreasonable if Customer (a) engages in business activities that involve continual, uninterrupted, or consistently excessive use of Zoom Phone Services, (b) makes any misrepresentations to Zoom Voice that materially affect volume or type of use of Zoom Phone Services, (c) engages in fraudulent or illegal use of Zoom Phone Services, including any activity that violates telemarketing laws or regulations, or (d) uses Zoom Phone Services in any manner that harms Zoom Voice’s network or facilities or interferes with the use of the service by other Customers. Use that is inconsistent with the types and levels of usage by typical business customers on the same plan may be used as an indicator of abnormal or unreasonable use, including but not limited to abnormal call lengths; abnormal call frequency; abnormal call duration; abnormal calling patterns that indicate an attempt to evade enforcement of this Zoom Voice Communications, Inc. Reasonable Use Policy. Zoom reserves the right to review Customer use to determine if it is consistent with this Zoom Voice Communications, Inc. Reasonable Use Policy. In the event Zoom Voice determines that You may be engaging in unreasonable use, Zoom Voice will determine the appropriate remedy and will take action to remedy any unreasonable use, including, at its sole discretion, discussing the use with You, moving You to an appropriate Zoom Phone Calling Plan, terminating certain Hosts, and/or otherwise modifying, suspending or terminating Your Zoom Phone services.

6. **Termination of Zoom Meeting Services.** Access to Zoom Phone Services requires a corresponding license to Zoom Meeting Services. In the event that the Zoom Meeting Service license is terminated, the equivalent access to Zoom Phone Services will also be terminated. At such time, Customer will be billed for any incurred usage charges, and will not be credited for any pre-paid amounts toward the Zoom Phone Commitment.
7. **Zoom Voice Policies.** Customer acknowledges and agrees that the Zoom Voice Communications, Inc. policies found at <https://zoom.us/legal> apply to Customer's use of Zoom Phone Services.
8. **Zoom Emergency Calling (E911) Customer Obligations.** Customer acknowledges and agrees that Customer has read and understood Zoom Voice Communications, Inc.'s Emergency Calling or 911 Customer Notification, found at www.zoom.us/legal, which sets forth specific limitations of Zoom Phone's emergency calling capabilities and Customer's obligations with respect to its End Users. Such obligations include, but are not limited to:
 - a. ensuring that all Phone Hosts receive Zoom Voice's Emergency Calling or 911 Customer Notification;
 - b. ensuring that all assigned phone numbers are registered for emergency calling purposes through the E911 link within Customer's account, and that all registration information remains accurate and up to date; and
 - c. distributing warning stickers or other appropriate labels warning End Users that emergency service may be limited or not available and instructing Phone Hosts to place such stickers on or near the Devices and other equipment used in conjunction with Zoom Phone Services.

Zoom Voice reserves the right at any time to update the Zoom Voice Communications, Inc. Emergency Calling or 911 Customer Notification as necessary to reflect changes in law or technology that affect the emergency calling capabilities of Zoom Phone Services, and any such updates shall be effective immediately upon Customer's receipt of notice.
9. **Equipment.** Except as expressly provided through a Hardware Program, neither Zoom nor Zoom Voice supplies any devices or other equipment used in connection with the Zoom Phone Services. Zoom Voice does test certain devices and equipment to determine whether they are supported on the Zoom Phone platform (although it has not tested all possible devices and equipment available in the marketplace). A summary of devices and equipment to date that Zoom Voice has determined are supported by the Zoom Phone platform may be provided on request. Customer should consult with Zoom or Zoom Voice, as appropriate prior to deploying any other devices and equipment.
10. **Contract Variations.** In the event that the "Contract Variations" Exhibit is included in this MSA, it identifies, by country, certain terms and conditions that vary from or are in addition to the terms and conditions otherwise set forth in this Exhibit A (collectively, "Contract Variations"). Such Contract Variations are incorporated herein by reference and shall govern Zoom's provision of Zoom Phone Services in the identified countries.

E. Zoom Rooms. Zoom Room service is a software defined video conferencing system that allows conference rooms of any size, with minimum compatible hardware, to connect to the Zoom Meeting Service. Zoom Rooms include conference room specific features such as scheduling display, digital signage, and remote room management.

F. Hardware Programs. Hardware Programs enable customers to procure hardware products that work with and provide access to Zoom Meeting Services or Zoom Phone services, subject to additional terms and conditions. A separate license to the Zoom Meeting Services or Zoom Phone Services, as applicable, is required.

1. **HaaS Program.** Zoom's Hardware-as-a-Service Program ("HaaS Program") enables customers to sub-lease certain leased devices in conjunction with and for the same subscription term as an associated underlying license for Zoom Meeting Services or Zoom Phone Services. Additional HaaS Program terms are found [here](#).
 - i.

G. Zoom for Government. Zoom for Government is the Zoom Meeting Services, Zoom Phone Services, Zoom Conference Room Connector, Zoom Rooms, Zoom Chat and Zoom APIs offered by Zoom in a FedRAMP-compliant cloud environment. Zoom for Government enables customers to leverage a limited version of the Services in a separate, FedRAMP-compliant cloud environment hosted in Amazon Web Services Government Cloud and Zoom's collocated data centers (e.g. in San Jose, CA and New York), independent of the Zoom's standard commercial cloud environment. Further features, functionality, and solutions are described at <https://www.zoomgov.com/>. Zoom Meeting Services and Zoom for Government are independent environments and, therefore, data cannot be exchanged between them including, without limitation, instant messaging data or chat data.

1. **FedRAMP Security Features.** Zoom for Government is authorized as a FedRAMP Moderate ATO. TLS 1.2 or greater is required.
2. **FedRAMP Overview.** The Zoom for Government Platform unifies cloud video conferencing, a cloud phone system, messaging, simple online meetings, and a software-defined conference room solution into one easy-to-use platform.

Zoom for Government is a separate FedRAMP Moderate-authorized cloud environment from the standard Zoom platform. Zoom for Government is operated exclusively by US Persons, and is located exclusively in CONUS in the AWS GovCloud and two US-based data centers. Zoom for Government has numerous additional certifications and attestations, including: DOD Impact Level 2, FIPS 140-2, HIPAA, and several accessibility-related attestations. The solution offers video, audio, phone, chat, and wireless screen-sharing across Windows, Mac, Linux, Chrome OS, iOS, Android, Blackberry, Zoom Rooms, and H.323/SIP room systems. Zoom Products include:

- i. **Zoom Cloud Video Conferencing.** A cloud-based collaboration service which includes video, audio, content sharing webinars and collaboration.
- ii. **Zoom Phone.** A cloud-based phone system with traditional PBX features, integrated PSTN connectivity, enhanced emergency services, and support for calling from mobile apps, desktop apps, and legacy desk phone devices.
- iii. **Zoom Chat.** Send chat messages in public or private channels organized by projects, teams, or topics with the ability to share files, emojis, screenshots, and more.
- iv. **Zoom Rooms.** Software-based group video conferencing for conference and huddle rooms that run off-the-shelf hardware including a dedicated MAC or PC, camera, and speaker with an iPad controller.
- v. **Zoom Conference Room Connector.** A gateway allowing H.323 and Session Initiation Protocol (SIP) systems to connect to Zoom meetings. Conference Room Connector is available in both cloud computing and as software (VM) for installation on the customer premise.
- vi. **Zoom Meeting Connector.** A software (VM) version of the Zoom Cloud infrastructure intended for installation on the customer premise.

Zoom API. Provides the ability for developers to easily add Video, Voice and Screen Sharing to your application. Our API is a server side implementation designed around REST. The Zoom API helps manage the pre-meeting experience such as creating, editing and deleting resources like users, meetings and webinars.

H. Zoom Marketplace. The Zoom Marketplace, available at <https://marketplace.zoom.us>, is a site hosted by Zoom to provide access to applications (the “Apps”) created by third party developers (“Publishers”) that are interoperable with Zoom Services, and make them available from both mobile and desktop client apps. Access to and use of the Zoom Marketplace and Zoom for Developers (available at <https://developer.zoom.us>) sites are governed by separate terms and conditions available at <https://zoom.us/service>. Besides testing for compatibility with Zoom, Zoom does not perform any other testing and does not warrant or support the Apps. Publishers are solely responsible for all aspects of the Apps they publish, including content, functionality, availability and support. Publishers are required to provide their own terms of service, privacy policy and support information (“Publisher Terms”). Customers who access or download Apps must enter into Publisher Terms directly with the Publisher. Zoom is not responsible for the Apps, their content, functionality, availability, or support. Apps are hosted AS IS and use of the Apps is at Customer’s own risk, subject to the Publisher Terms. Apps may become unavailable or be removed by a Publisher at any time and any data stored in them may be lost or become inaccessible. Zoom is not responsible for Customer Data transferred to a Publisher, or for any transmission, collection, disclosure, security, modification, use or deletion of Customer Data by or through an App. Publishers may use Customer Data as permitted in the Publisher Terms. Use of the Apps may require Customer Data to be transferred to the Publisher and by accessing and using the App, Customer consents to the transfer of Customer Data by Zoom as required by the Publisher. Zoom does not support the Apps. Customer should contact the Publisher for support or questions. Zoom makes no representations and disclaims all warranties, express or implied, regarding Apps and reserves the right to remove an App from the Marketplace at any time, in its sole discretion.

I. Zoom Events. Zoom Events is cloud-based software that enables Customers to host virtual events, including with a variety of registration and built-in ticketing options, attendee networking features, and the use of Zoom Meetings and Webinars for the event, among other things. Use of the Zoom Events software is subject to the Zoom Events Host Terms of Use (https://explore.zoom.us/en/zoom_events_host_tou/). Attendance at a virtual event hosted using Zoom Events is subject to the Event Participant Terms of Use (https://explore.zoom.us/en/event_participant_tou/).

J. Managed Domains. Zoom permits Customers to reserve domains associated with their enterprise and to manage any accounts that are subscribed to Zoom using that domain (“Managed Domain Customer”). Customer may only associate to the Zoom Services domain(s) that they own or are legally entitled to associate for use with the Services. In the event that a Zoom account is created or exists on the reserved domain, but is not authorized by the Managed Domain Customer (the “Non-Managed Domain Account”), the person using or creating such Non-Managed Domain Account will be notified that the domain is reserved for the Managed Domain Customer and will be requested to change the domain associated with the Non-Managed Domain Account. If the person using or creating such Non-Managed Domain Account does not change the domain within the period specified, that person will be deemed to have consented to the Non-Managed Domain Account being added to the Managed Domain Customer and to have further consented for all data associated with the Non-Managed Domain Account to be shared with the Managed Domain Customer.

K. Zoom Contact Center.

- 1. Service Description.** The Zoom Contact Center Service (“**Zoom Contact Center**”) is cloud-based software for contact centers that enables organizations to manage interactions with their customers or end users over multiple channels, including voice and video. Customer can enable calls to and from the PSTN using Voice over Internet Protocol (VoIP) by purchasing a Zoom Contact Center monthly usage plan. Additional Zoom Contact Center features are described at <https://www.zoom.us>.
- 2. Compliance with Laws.** Customer is solely responsible for Customer’s and its users’ use of Zoom Contact Center and shall ensure such use complies with the laws and regulations of the countries where they are located, including any regulations governing the use of the Internet for voice communications and messaging. Customer represents and warrants that they have provided all disclosures and notifications and have obtained all consents required in connection with the monitoring or recording of conversations as required by local laws or regulations. Customer is solely responsible for compliance with all laws applicable to marketing and solicitation, including but not limited to the US Telephone Consumer Protection Act of 1991 (TCPA), the FTC’s Telemarketing Sales Rule, and Canada’s Anti-Spam Legislation (CASL).
- 3. Third-Party Integrations and Offerings.** Customer’s use of non-Zoom offerings that interoperate or integrate with Zoom Contact Center or that are used in connection with Zoom Contact Center shall in each case be governed by a separate agreement with the provider of such offerings (“**Third-Party Offering(s)**”) and shall be outside the scope of this Agreement. Zoom is not liable or responsible for any act or omission of any provider of a Third-Party Offering or any operation of the Third-Party Offering, including the access, modification, or deletion of data, regardless of whether Zoom endorses, approves, or supports any such Third-Party Offering. Zoom does not guarantee the continued interoperation, integration, or support of Third-Party Offerings, and Zoom may, in its sole discretion and at any time, discontinue such features.
- 4. Emergency Services.** Zoom Contact Center is not a replacement for traditional telephone services. Customer is responsible for notifying and ensuring individuals authorized to use Zoom Contact Center through their account (including agents, supervisors, and administrators) are aware that calls to emergency service providers may not be made through Zoom Contact Center and how to contact emergency service providers via other means, including alternative arrangements made available by Customer. Customer will indemnify and hold Zoom and its Affiliates harmless from any Claims arising from or relating to any emergency services call or any inability to place an emergency services call using Zoom Contact Center.
- 5. Zoom Contact Center Policies.** Customer acknowledges and agrees that Zoom Phone and Contact Center Text Messaging Policy for the United States and Zoom Contact Center Acceptable Use Policy found at <https://zoom.us/legal> apply to Customer’s use of Zoom Contact Center.
- 6. Corresponding License.** Customer’s access to Zoom Contact Center requires a corresponding license to use the Zoom Meeting Services and/or Zoom Phone Services. In the event such underlying license expires or is terminated for any reason, Customer’s access to Zoom Contact Center, will also terminate. Upon termination, Customer will be billed for any unpaid Zoom Contact Center Charges. Except as explicitly provided otherwise, all Zoom Contact Center payment obligations are non-cancelable and all amounts paid are non-refundable.
- 7. Calling Plans and Virtual Service Numbers.** Zoom Voice is the provider of calling plans and virtual service numbers that may be used with Zoom Contact Center.

L. Zoom IQ.

1. Definitions.

“**Zoom IQ**” means an add-on service that is available for certain Zoom Services which captures and extracts data and information resulting in visually displayed, accessible, and locatable insights and analytics.

“**Zoom IQ Data**” means data that is imported, accessed, used, stored, transmitted, originated, or processed based on instructions from the Customer and any resulting derivatives, analytics, outputs, or data sets resulting from Customer’s use of Zoom IQ.

- 2. Applicability of Terms.** These Zoom IQ terms shall take effect upon the earlier of the Service Effective Date or Customer’s use of Zoom IQ and will remain in effect for the Initial Subscription Term and any Renewal Term as set forth in the applicable Order Form. Notwithstanding anything to the contrary in any contract between Zoom and Customer, in relation to Zoom IQ, these Zoom IQ terms shall govern and control in the event of any conflicting or inconsistent terms and take precedence irrespective of order of precedence terms to the contrary in any contract between Zoom and Customer.

3. **Corresponding Subscription.** Customer's access and use of Zoom IQ requires a corresponding paid subscription to Zoom Meeting Services, or Zoom Phone (if available), or both. In the event such underlying Zoom Meeting Services or Zoom Phone subscription for which Zoom IQ is used expires or is terminated for any reason, Customer's access to Zoom IQ will also terminate and Customer will be billed for any unpaid Zoom IQ Charges or fees. Except as explicitly provided otherwise, all Zoom IQ payment obligations are non-cancelable and all amounts paid are non-refundable.
4. **Customer Consent and Instruction; Compliant Use.** By purchasing or using Zoom IQ, Customer is electing to expand Zoom Services to include Zoom IQ and is consenting to and instructing Zoom to enable Zoom IQ on Customer's account subject to these Zoom IQ terms. Zoom IQ results are provided for informational purposes only and may contain inaccuracies. Customer may only use Zoom IQ and Zoom IQ Data in compliance with applicable laws, rules, regulations, decisions, and privacy requirements, and represents and warrants that it will obtain any required End User consents.
5. **License Rights; Intellectual Property Ownership.** Notwithstanding anything to the contrary in any other contract between Zoom and Customer, by purchasing or using Zoom IQ, Customer grants Zoom and its Affiliates, with respect to Zoom IQ Data, a perpetual, worldwide, non-exclusive, royalty-free, transferable license to access, use, display, copy, distribute, and create derivative works, including but not limited to, use with respect to performing, testing, improving, and developing Zoom IQ and related products and services such as translation and transcription services, and for quality assurance and training of the same. Zoom does not assign, transfer, or otherwise provide any right, title, or interest in or to any intellectual property of Zoom, its Affiliates, or its licensors by entering into these terms or providing Zoom IQ to Customer, and Zoom, its Affiliates, and licensors own and shall retain all proprietary rights, including all copyright, patent, trade secret, trademark, trade name, and all other intellectual property rights in and to Zoom IQ.
6. **Use of Zoom IQ Data; Feedback.** Notwithstanding anything to the contrary in any contract between Zoom and Customer, Zoom's use of Zoom IQ Data as set forth in these Zoom IQ terms will not be considered disclosure, access or use of Confidential Information. Zoom will not access, use, preserve, or share Zoom IQ Data for any purpose other than for the purposes described herein, and in the contracts between Zoom and Customer. Customer may provide suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer, its End Users or any third party relating to Zoom IQ ("Feedback"). Notwithstanding anything to the contrary in a contract between Customer and Zoom, any Feedback provided will not be deemed Confidential Information under the MSA or the Agreement, and Zoom shall retain ownership of any Feedback.
7. **Participant Notifications.** Customer acknowledges that although Zoom may provide a customizable sample recording notice to Participants, Customer is solely responsible for ensuring compliance with applicable laws including but not limited to, privacy requirements, and where required, sufficient notice to Participants regarding the recording, monitoring, collection and use of Zoom IQ Data by Customer, Zoom, and others.
8. **Updated Version of Zoom.** Customer acknowledges that in order to receive the full benefit of Zoom's security and notification features, Customer and Customer's End Users must update the client application with Zoom's most recent version available.

Member Master Subscription Agreement: Exhibit B
List of Members

Exhibit C
Zoom Terms of Service

IMPORTANT, READ CAREFULLY: YOUR USE OF AND ACCESS TO THE WEBSITE AND PRODUCTS AND SERVICES AND ASSOCIATED SOFTWARE (COLLECTIVELY, THE “SERVICES”) OF ZOOM VIDEO COMMUNICATIONS, INC. AND ITS AFFILIATES (“ZOOM”) IS CONDITIONED UPON YOUR COMPLIANCE AND ACCEPTANCE OF THESE TERMS, WHICH INCLUDE YOUR AGREEMENT TO ARBITRATE CLAIMS. PLEASE REVIEW THOROUGHLY BEFORE ACCEPTING.

System Requirements. Use of the Services requires one or more compatible devices, Internet access (fees may apply), and certain software (fees may apply), and may require obtaining updates or upgrades from time to time. Because use of the Services involves hardware, software, and Internet access, Your ability to access and use the Services may be affected by the performance of these factors. High speed Internet access is recommended. You acknowledge and agree that such system requirements, which may be changed from time to time, are Your responsibility.

1. DEFINITIONS.

The following definitions will apply in this Agreement, and any reference to the singular includes a reference to the plural and vice versa. Service specific definitions are found in Attachment 1 to this Exhibit C.

“Affiliate” means, with respect to a Party, any entity that directly or indirectly controls, is controlled by or is under common control with that Party. For purposes of this Agreement, “control” means an economic or voting interest of at least fifty percent (50%) or, in the absence of such economic or voting interest, the power to direct or cause the direction of the management and set the policies of such entity.

“End User” means a Host or Participant (as defined in Attachment 1 to this Exhibit C) who uses the Services.

“Initial Subscription Term” means the initial subscription term for a Service as specified in the Member Master Subscription Agreement.

“Service Effective Date” means the date an Initial Subscription Term begins as specified in the Member Master Subscription Agreement.

“Renewal Term” means the renewal subscription term for a Service commencing after the Initial Subscription Term or another Renewal Term as specified in the Member Master Subscription Agreement.

2. APPLICABILITY AND SCOPE.

These Zoom Customer Member Terms of Service and all content expressly incorporated herein (this “Agreement”) apply to those Members of Customer that have agreed to this Agreement in connection with ordering the Services from or through such Customer. For such Members, this Agreement applies with respect to all Services ordered or provided under the Member Master Subscription Agreement (as defined below).

3. THE CUSTOMER MEMBER AGREEMENT.

On the first occasion that You perform any of the following acts, You thereby enter into a legally-binding contract with the non-Zoom entity from/through which You order the Services (“Customer”) that shall govern all ordering, acquisition, accessing, and use of Services (the “Customer Member Agreement”): (a) entering into an agreement, order, or other document that incorporates this Agreement of or otherwise agreeing to or accepting this Agreement; or (b) accessing or using any Services after being notified that this Agreement applies to such Services or to such accessing or use thereof. The Customer Member Agreement shall include all terms and conditions between You and Customer related to the ordering, acquisition, accessing, or use of the Services (including without limitation this Agreement) and all orders of Services entered into or placed by You or on Your behalf, each of which shall be subject to this Agreement. For avoidance of doubt, any transaction, dealing, or relationship between You and the Customer – and any terms, conditions, documents, materials, or other content agreed to or entered into by, or otherwise applicable to, You and the Customer – that are unrelated to the Services or the ordering, acquisition, accessing, or use thereof (e.g., Your ordering from Customer goods or services other than the Zoom Services) (each such transaction, document, etc., an

“Extraneous Agreement”) shall be outside of the scope of the Customer Member Agreement, and this Agreement shall not govern or apply to any such Extraneous Agreement. The individual who agrees to or accepts this Agreement represents and warrants to Zoom and Customer that he or she has the authority to bind himself or herself, or the entity such individual represents, to the Customer Member Agreement and this Agreement. IF SUCH INDIVIDUAL DOES NOT HAVE SUCH AUTHORITY OR DOES NOT AGREE TO THIS AGREEMENT, THEN HE/SHE SHOULD NOT ACCEPT THIS AGREEMENT, ENTER INTO ANY ORDER, OR ORDER, ACCESS, OR USE THE SERVICES OR AUTHORIZE OR PERMIT ANY OTHER PERSON TO DO SO.

4. SERVICES.

Zoom will provide the Services, and You may access and use the Services, in accordance with this Agreement and the Customer Member Agreement. Zoom will provide standard updates to the Services that are made generally available by Zoom during the term. Zoom may, in its sole discretion, discontinue the Services or modify the features of the Services from time to time without prior notice

Beta Services. Zoom may, from time to time, offer access to services that are classified as Beta version. Access to and use of Beta versions may be subject to additional agreements. Zoom makes no representations that a Beta version will ever be made generally available and reserves the right to discontinue or modify a Beta version at any time without notice. Beta versions are provided AS IS, may contain bugs, errors or other defects, and Your use of a Beta version is at Your sole risk.

5. USE OF SERVICES AND YOUR RESPONSIBILITIES.

You may only use the Services pursuant to the terms of this Agreement. You are solely responsible for Your and Your End Users’ use of the Services and shall abide by, and ensure compliance with, all Laws in connection with Your and each End User’s use of the Services, including but not limited to Laws related to recording, intellectual property, privacy and export control. Use of the Services is void where prohibited.

Registration Information. You may be required to provide information about Yourself in order to register for and/or use certain Services. You agree that any such information shall be accurate. You may also be asked to choose a user name and password. You are entirely responsible for maintaining the security of Your user name and password and agree not to disclose such to any third party.

Your Content. You agree that You are solely responsible for the content (“Content”) sent or transmitted by You or displayed or uploaded by You in using the Services and for compliance with all Laws pertaining to the Content, including, but not limited to, Laws requiring You to obtain the consent of a third party to use the Content and to provide appropriate notices of third party rights. You represent and warrant that You have the right to upload the Content to Zoom and that such use does not violate or infringe on any rights of any third party. Under no circumstances will Zoom be liable in any way for any (a) Content that is transmitted or viewed while using the Services, (b) errors or omissions in the Content, or (c) any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to Content. Although Zoom is not responsible for any Content, Zoom may delete any Content, at any time without notice to You, if Zoom becomes aware that it violates any provision of this Agreement, or any law. You retain copyright and any other rights You already hold in Content which You submit, post or display on or through, the Services.

Recordings. You are responsible for compliance with all recording laws. The host can choose to record Zoom meetings and Webinars. By using the Services, you are giving Zoom consent to store recordings for any or all Zoom meetings or webinars that you join, if such recordings are stored in our systems. You will receive a notification (visual or otherwise) when recording is enabled. If you do not consent to being recorded, you can choose to leave the meeting or webinar.

Prohibited Use. You agree that You will not use, and will not permit any End User to use, the Services to: (i) modify, disassemble, decompile, prepare derivative works of, reverse engineer or otherwise attempt to gain access to the source code of the Services; (ii) knowingly or negligently use the Services in a way that abuses, interferes with, or disrupts Zoom’s networks, Your accounts, or the Services; (iii) engage in activity that is illegal, fraudulent, false, or misleading, (iv) transmit through the Services any material that may infringe the intellectual property or other rights of third parties; (v) build or benchmark a competitive product or service, or copy any features, functions or graphics of the Services; or (vi) use the Services to communicate any message or material that is harassing, libelous, threatening, obscene, indecent, would violate the intellectual property rights of any party or is otherwise unlawful, that would give rise to civil liability, or that constitutes or encourages

conduct that could constitute a criminal offense, under any applicable law or regulation; (vii) upload or transmit any software, Content or code that does or is intended to harm, disable, destroy or adversely affect performance of the Services in any way or which does or is intended to harm or extract information or data from other hardware, software or networks of Zoom or other users of Services; (viii) engage in any activity or use the Services in any manner that could damage, disable, overburden, impair or otherwise interfere with or disrupt the Services, or any servers or networks connected to the Services or Zoom's security systems. (ix) use the Services in violation of any Zoom policy or in a manner that violates applicable law, including but not limited to anti-spam, export control, privacy, and anti-terrorism laws and regulations and laws requiring the consent of subjects of audio and video recordings, and You agree that You are solely responsible for compliance with all such laws and regulations.

Limitations on Use. You may not reproduce, resell, or distribute the Services or any reports or data generated by the Services for any purpose unless You have been specifically permitted to do so under a separate agreement with Zoom. You may not offer or enable any third parties to use the Services purchased by You, display on any website or otherwise publish the Services or any Content obtained from a Service (other than Content created by You) or otherwise generate income from the Services or use the Services for the development, production or marketing of a service or product substantially similar to the Services.

6. RESPONSIBILITY FOR END USERS.

You are responsible for the activities of all End Users who access or use the Services through your account, and you agree to ensure that any such End User will comply with the terms of this Agreement and any Zoom policies. Zoom assumes no responsibility or liability for violations. If You become aware of any violation of this Agreement in connection with use of the Services by any person, please contact Zoom at violation@zoom.us. Zoom may investigate any complaints and violations that come to its attention and may take any (or no) action that it believes is appropriate, including, but not limited to issuing warnings, removing the content or terminating accounts and/or User profiles. Under no circumstances will Zoom be liable in any way for any data or other content viewed while using the Services, including, but not limited to, any errors or omissions in any such data or content, or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to any data or content.

7. ZOOM OBLIGATIONS FOR CONTENT.

Zoom will maintain reasonable physical and technical safeguards to prevent unauthorized disclosure of or access to Content, in accordance with industry standards. Zoom will notify You if it becomes aware of unauthorized access to Content. Zoom will not access, view or process Content except (a) as provided for in this Agreement and in Zoom's Privacy Policy; (b) as authorized or instructed by You, (c) as required to perform its obligations under this Agreement; or (d) as required by Law. Zoom has no other obligations with respect to Content.

8. ELIGIBILITY.

You affirm that You are at least 16 years of age and are otherwise fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement. Your access may be terminated without warning if we believe that You are under the age of 16 or are otherwise ineligible.

9. INTENDED USE; RESTRICTION ON USE BY CHILDREN.

The Services are intended for business use. You may choose to use the Services for other purposes, subject to the terms and limitations of this Agreement. Zoom is not intended for use by individuals under the age of 16, unless it is through a School Subscriber (as that term is defined in Attachment 1 to this Exhibit C) using Zoom for Education (K-12). Individuals under the age of 16 may not create accounts or use the Services except as described herein.

10. PROPRIETARY RIGHTS.

Zoom and/or its suppliers, as applicable, retain ownership of all proprietary rights in the Services and in all trade names, trademarks, service marks, logos, and domain names ("Zoom Marks") associated or displayed with the Services. You may not frame or utilize framing techniques to enclose any Zoom Marks, or other proprietary information (including images, text, page layout, or form) of Zoom without express written consent. You may not use any meta tags or any other "hidden text" utilizing Zoom Marks without Zoom's express written consent.

11. COPYRIGHT.

You may not post, modify, distribute, or reproduce in any way copyrighted material, trademarks, rights of publicity or other proprietary rights without obtaining the prior written consent of the owner of such proprietary rights. Zoom may deny access to the Services to any User who is alleged to infringe another party's copyright. Without limiting the foregoing, if You believe that Your copyright has been infringed, please notify Zoom as specified here.

12. TERMINATION.

If You fail to comply with any provision of this Agreement, Zoom may terminate this Agreement immediately and Zoom, or the Customer, may retain any fees previously paid by You and no refunds or credits shall be given. In addition, the Customer Member Agreement shall automatically and immediately terminate upon termination of this Agreement for any reason. Where the Customer Member Agreement automatically terminates in connection with termination of this Agreement by Zoom, the Customer Member Agreement shall be deemed and considered to have been terminated by Customer under and in accordance with the immediately preceding sentence (i.e., to have been terminated by Customer for Your breach of the Customer Member Agreement).

Effect of Termination. Any terms and conditions of this Agreement that by their nature or otherwise reasonably should survive termination of this Agreement shall survive any termination of this Agreement. Upon any termination of this Agreement, You must cease any further use of the Services and destroy any copies of associated software within Your possession and control. You will not destroy or attempt to harm any Services or associated software on Zoom's servers or Zoom's network.

13. EXPORT RESTRICTIONS.

You acknowledge that the Services, or portion thereof may be subject to the export control laws of the United States and other applicable country export control and trade sanctions laws ("Export Control and Sanctions Laws"). You and your End Users may not access, use, export, re-export, divert, transfer or disclose any portion of the Services or any related technical information or materials, directly or indirectly, in violation of any applicable export control or trade sanctions law or regulation. You represent and warrant that (i) You and your End Users are not citizens of, or located within, a country or territory that is subject to U.S. trade sanctions or other significant trade restrictions (including without limitation Cuba, Iran, North Korea, Syria, and the Crimea) and that you and your End Users will not access or use the Services, or export, re-export, divert, or transfer the Services, in or to such countries or territories; (ii) You and your End Users are not identified on any U.S. government restricted party lists (including without limitation the U.S. Treasury Department's List of Specially Designated Nationals and Blocked Persons and Foreign Sanctions Evaders List, the U.S. Department of Commerce's Denied Parties List, Entity List, and Unverified List, and the U.S. Department of State proliferation-related lists); and (iii) that no Content created or submitted by You or your End Users is subject to any restriction on disclosure, transfer, download, export or re-export under the Export Control Laws. You are solely responsible for complying with the Export Control Laws and monitoring them for any modifications.

14. NO HIGH RISK USE.

The Services are not designed or licensed for use in hazardous environments requiring fail-safe controls, including without limitation operation of nuclear facilities, aircraft navigation/communication systems, air traffic control, and life support or weapons systems. The Services shall not be used for or in any HIGH RISK environment.

15. INJUNCTIVE RELIEF.

You acknowledge that any use of the Services contrary to this Agreement, or any transfer, sublicensing, copying or disclosure of technical information or materials related to the Services, may cause irreparable injury to Zoom, its Affiliates, suppliers and Customer, and under such circumstances Zoom, its Affiliates, suppliers and Customer will be entitled to equitable relief, without posting bond or other security, including, but not limited to, preliminary and permanent injunctive relief.

16. NO WARRANTIES.

YOU UNDERSTAND AND AGREE THAT THE SERVICES ARE PROVIDED "AS IS" AND ZOOM, ITS AFFILIATES, SUPPLIERS AND CUSTOMER EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE OR NON-INFRINGEMENT. ZOOM, ITS AFFILIATES, SUPPLIERS AND CUSTOMER MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, REGARDING THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES OR THAT THE SERVICES WILL MEET ANY USER'S REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. USE OF THE SERVICES IS AT YOUR SOLE RISK. ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOU RESULTING FROM THE USE OF THE SERVICES. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SERVICES REMAINS WITH YOU. ZOOM DOES NOT ASSUME ANY RESPONSIBILITY FOR RETENTION OF ANY USER INFORMATION OR COMMUNICATIONS BETWEEN USERS. ZOOM CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE SERVICES. USE IS AT YOUR OWN RISK.

17. INDEMNIFICATION.

You agree to indemnify, defend and hold harmless Zoom, its affiliates, officers, directors, employees, consultants, agents, suppliers and Customer from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys' fees) arising from Your use of the Services, Your violation of this Agreement or the infringement or violation by You or any other user of Your account, of any intellectual property or other right of any person or entity or applicable law.

18. LIMITATION OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ZOOM OR ITS AFFILIATES, SUPPLIERS OR CUSTOMER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS OR DAMAGE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES OR THE PROVISION OF OR FAILURE TO PROVIDE TECHNICAL OR OTHER SUPPORT SERVICES, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF ZOOM, ITS AFFILIATES, SUPPLIERS OR CUSTOMER HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, ZOOM'S, ITS AFFILIATES', SUPPLIERS' AND CUSTOMER'S MAXIMUM CUMULATIVE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE SERVICES (IF ANY) IN THE TWELVE (12) MONTHS PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH CLAIMS.

19. AGREEMENT TO ARBITRATE; WAIVER OF CLASS ACTION.

If You are located in the United States, You agree to resolve disputes only on an individual basis, through arbitration pursuant to the provisions of Attachment 2 to this Exhibit C. The parties expressly waive any right to bring any action, lawsuit, or proceeding as a class or collective action, private attorney general action, or any other proceeding in which any party acts or proposes to act in a representative capacity.

20. PRIVACY AND OTHER POLICIES.

Use of the Services is also subject to Zoom's Privacy Statement noticed at <https://zoom.us/privacy>. The Privacy Statement, and all policies noticed at www.zoom.us/legal are incorporated into this Agreement by this reference. Furthermore, if Your Use of the Services requires Zoom to process any personally identifiable information ("PII" or "Personal Data") Zoom shall do so at all times in compliance with our Zoom Global Data Processing Addendum https://zoom.us/docs/doc/Zoom_GLOBAL_DPA.pdf, which is incorporated in this Agreement. Additionally, You understand and agree that Zoom may contact You via e-mail or otherwise with information relevant to Your use of the Services, regardless of whether You have opted out of receiving marketing communications or notices.

21. MISCELLANEOUS.

21.1 Choice of Law and Forum: This Agreement shall be governed by and construed under the laws of the State of California, U.S.A., as applied to agreements entered into and to be performed in California by California residents. The parties consent to the

exclusive jurisdiction and venue of the state courts located in and serving Santa Clara County, California and the federal courts in the Northern District of California.

21.2 Waiver and Severability: Failure by either party to exercise any of its rights under, or to enforce any provision of, this Agreement will not be deemed a waiver or forfeiture of such rights or ability to enforce such provision. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision will be amended to achieve as nearly as possible the same economic effect of the original provision and the remainder of this Agreement will remain in full force and effect.

21.3 General Provisions: This Agreement embodies the entire understanding and agreement between the Parties respecting the subject matter of this Agreement and supersedes any and all prior understandings and agreements between the Parties respecting such subject matter, except for the Customer Member Agreement. Zoom may elect to change or supplement the terms of this Agreement from time to time at its sole discretion. Zoom will exercise commercially reasonable business efforts to provide notice to You of any material changes to this Agreement. Within ten (10) business days of posting changes to this Agreement (or ten (10) business days from the date of notice, if such is provided), they will be binding on You. If You do not agree with the changes, You should discontinue using the Services. If You continue using the Services after such ten-business-day period, You will be deemed to have accepted the changes to the terms of this Agreement. In order to participate in certain Services, You may be notified that You are required to download software and/or agree to additional terms and conditions. Unless expressly set forth in such additional terms and conditions, those additional terms are hereby incorporated into this Agreement. This Agreement has been prepared in the English Language and such version shall be controlling in all respects and any non-English version of this Agreement is solely for accommodation purposes.

Zoom Terms of Service: Attachment 1

Services Description

This Attachment 1 to the Zoom Customer Member Terms of Service describes the Services that may be ordered through a Customer Member Agreement, or provided by Zoom, and sets forth further Service-specific terms and conditions that may apply to Zoom's provision and Member's use of the Services. Capitalized terms not defined herein shall have the meanings assigned to them in the Zoom Customer Member Terms of Service.

Definitions. For purposes of this Service Description, the following definitions will apply:

"Host" means an individual who is an identified employee, contractor, or agent of Member to whom Member assigns the right to host Meetings. A Host may hold an unlimited number of Meetings, but only one Meeting at a time. A Host subscription may not be shared or used by anyone other than the individual assigned to be a Host. "Meeting" means a Zoom Video meeting.

"Participant" means an individual, other than the Host, who accesses or uses the Services, with or without the permission and knowledge of the Host. "Zoom Documentation" means this Exhibit, the Zoom website (www.zoom.us) and any additional description of the Services which may be incorporated into this Agreement.

"Zoom Meeting Services" means the various video conferencing, web conferencing, webinar, meeting room, screensharing and other collaborative services offered by Zoom Video that Member may order through the Customer Member Agreement.

"Zoom Phone Services" means voice connectivity services, including, but not limited to, interconnected VoIP services, provisioning of direct dial numbers, and related services offered by Zoom Voice Communications, Inc. ("Zoom Voice") that Member may order through the Customer Member Agreement.

Zoom Meeting Services. Zoom Meeting Services enable Hosts to schedule and start Meetings and to allow Participants to join Meetings for the purpose of collaborating using voice, video, and screensharing functionality. Every meeting will have one Host. Chat features allow for out-of-session one-on-one or group collaboration. Further features, functionality, and solutions are described at www.zoom.us.

Zoom for Education (K-12). Zoom for Education (K-12) allows schools and educators to use Zoom Meeting Services for educational purposes. Zoom maintains policies and procedures designed to comply with applicable requirements of student privacy laws including, without limitation, GDPR and the Family Educational Rights and Privacy Act (FERPA) and applicable state laws (the "Privacy Laws"). The Privacy Laws may provide students or their parents with certain rights in their personal information. If you are a parent or student and you have questions about the Privacy Laws or your related rights, please contact your school administration. Zoom will not use any student data for marketing or advertising purposes, or any other commercial purpose, except to provide Services to our School Subscribers. If you are a "School Subscriber" — typically meaning a school or school district administrator or a teacher — you represent and warrant that you have been duly authorized by your school or school district to create an account, use the Services, and to agree to these contract terms. You further agree to use your account solely for educational purposes and solely for the benefit of your school or school district and its students. If you are a School Subscriber subject to U.S. or similar law, you consent, for yourself and your school or school district, to Zoom's collection, use and sharing of personal information of End Users including those who are children under the age of 13 in accordance with Zoom's K-12 Schools & Districts Privacy Policy and You instruct Zoom to process the personal data of End Users in accordance with such policy. If you are a School Subscriber subject to GDPR or similar law, you determine the legal basis, means and purposes for processing the data, and instruct Zoom to process personal information of End Users, including those who are children under the age 16, in accordance with Zoom's K-12 Schools & Districts Privacy Policy.

Zoom Phone Services. The following sets forth the further terms and conditions that apply to the Zoom Phone Services.

Definitions: For purposes of the Zoom Phone Services, the following definitions apply:

"Device" means the device assigned to a virtual extension or individual digital line set up within an account or by Zoom at Member's direction or request.

"Phone Host" means the individual assigned to a number which enables use of the Zoom Phone Service. A Phone Host is a "Host" for purposes of the definition of End User.

“Zoom Phone Calling Plan” means the pricing structure that enables Phone Hosts and End Users to access the PSTN. Calling plans may be “Metered” or “Unlimited” as defined on the Customer Member Agreement.

“Zoom Phone Commitment” means the minimum monthly bundle of minutes that a Zoom Phone Metered Calling Plan Member commits to use in connection with Zoom Phone Services.

Telecommunications Provider. Zoom Voice is the telecommunications provider of Zoom Phone Services and sets the terms, conditions, and rates for Zoom Phone Services.

Description of Services. Zoom Phone Services are cloud-based phone services that use voice over internet protocol (VoIP) to provide Member with the following services and functionalities (as selected by Member in the Customer Member Agreement):

Zoom Phone Service. Zoom Phone Service is a cloud-based phone service that allows two-way voice calling and private branch exchange (PBX) functionality, and a feature set as described on the zoom.us website.

Public Switched Telephone Network Communications (PSTN) Access. Phone Hosts and End Users can be enabled to make and receive calls to the PSTN and be assigned a direct inward dialing phone number (DID) via a Zoom Phone Calling Plan.

Bring Your Own Carrier (BYOC). BYOC allows Members to use the telecommunications provider of their choice to provide PSTN access and inward DID numbers. Zoom provides BYOC Members with software that enables On Net Access and access to a range of Zoom call management features and functions. BYOC enables Members to (i) have PSTN capability in regions where Zoom does not offer PSTN Access; (ii) maintain relationships with currently deployed carriers; and/or (iii) configure deployments for flexibility and redundancy. Member must ensure that its carrier provides all regulated telecommunications services and is responsible for telecommunications regulatory compliance.

Additional Zoom Phone Services. Additional functionality such as enabling common area phones, and additional Toll Free and DID phone numbers may be purchased as described in the Customer Member Agreement.

Reasonable Use and Right to Review. Zoom Voice offers unlimited and metered Phone Calling Plans. These plans are subject to this Zoom Voice Communications, Inc. Reasonable Use Policy. Zoom Phone Calling Plans are for normal and reasonable business use; unreasonable use is prohibited. Use of Zoom Phone may qualify as unreasonable if Customer (a) engages in business activities that involve continual, uninterrupted, or consistently excessive use of Zoom Phone Services, (b) makes any misrepresentations to Zoom Voice that materially affect volume or type of use of Zoom Phone Services, (c) engages in fraudulent or illegal use of Zoom Phone Services, including any activity that violates telemarketing laws or regulations, or (d) uses Zoom Phone Services in any manner that harms Zoom Voice’s network or facilities or interferes with the use of the service by other customers. Use that is inconsistent with the types and levels of usage by typical business customers on the same plan may be used as an indicator of abnormal or unreasonable use, including but not limited to abnormal call lengths; abnormal call frequency; abnormal call duration; abnormal calling patterns that indicate an attempt to evade enforcement of this Zoom Voice Communications, Inc. Reasonable Use Policy. Zoom reserves the right to review Member’s use to determine if it is consistent with this Zoom Voice Communications, Inc. Reasonable Use Policy. In the event Zoom Voice determines that You may be engaging in unreasonable use, Zoom Voice will determine the appropriate remedy and will take action to remedy any unreasonable use, including, at its sole discretion, discussing the use with You, moving You to an appropriate Zoom Phone Calling Plan, terminating certain Hosts, and/or otherwise modifying, suspending or terminating Your Zoom Phone services.

Termination of Zoom Meeting Services. Access to Zoom Phone Services requires a corresponding license to Zoom Meeting Services. In the event that the Zoom Meeting Service license is terminated, the equivalent access to Zoom Phone Services will also be terminated. At such time, Member will be billed for any incurred usage charges, and will not be credited for any pre-paid amounts toward the Zoom Phone Commitment.

Zoom Voice Policies. Member acknowledges and agrees that the Zoom Voice Communications, Inc. policies found at <https://zoom.us/legal> apply to Member’s use of Zoom Phone Services.

Zoom Emergency Calling (E911) Member Obligations. Member acknowledges and agrees that Member has read and understood Zoom Voice Communications, Inc.’s Emergency Calling or 911 Customer Notification, found at www.zoom.us/legal, which sets forth specific limitations of Zoom Phone’s emergency calling capabilities and Member’s obligations with respect to its End Users. Such obligations include, but are not limited to:

- a. ensuring that all Phone Hosts receive Zoom Voice’s Emergency Calling or 911 Customer Notification;
- b. ensuring that all assigned phone numbers are registered for emergency calling purposes through the E911 link within Member’s account, and that all registration information remains accurate and up to date; and
- c. distributing warning stickers or other appropriate labels warning End Users that emergency service may be limited or not available and instructing Phone Hosts to place such stickers on or near the Devices and other equipment used in conjunction with Zoom Phone Services.

Zoom Voice reserves the right at any time to update the Zoom Voice Communications, Inc. Emergency Calling or 911 Customer Notification as necessary to reflect changes in law or technology that affect the emergency calling capabilities of Zoom Phone Services, and any such updates shall be effective immediately upon Member’s receipt of notice.

Equipment. Zoom Voice does not supply any Devices or other equipment used in connection with the Zoom Phone Services, and accordingly Zoom Voice does not provide any guarantees as to the quality or operability of such Devices and equipment when used to access Zoom Phone Services. However, Zoom Voice does test certain Devices and equipment to determine whether such Devices and equipment are supported on the Zoom Phone platform (although it has not tested all possible Devices and equipment available in the marketplace). The summary of Devices and equipment to date that Zoom Voice has determined are supported by the Zoom Phone platform may be provided on request. Member should consult with Zoom Voice prior to deploying any other Devices and equipment.

Contract Variations. In the event that Attachment 3 is included in these Terms of Service, it identifies, by country, certain terms and conditions that vary from or are in addition to the terms and conditions otherwise set forth in these Terms of Service (collectively, “Contract Variations”). Such Contract Variations are incorporated herein by reference and shall govern Zoom’s provision of Zoom Phone Services in the identified countries.

Zoom for Government. Zoom for Government is the Zoom Meeting Services offered by Zoom in a FedRAMP-compliant cloud environment. Zoom for Government enables customers to leverage a limited version of the Zoom Meeting Services in a separate, FedRAMP-compliant cloud environment hosted in Amazon Web Services Government Cloud and Zoom’s collocated data centers (e.g. in San Jose, CA and New York), independent of Zoom’s standard commercial cloud environment. Further features, functionality, and solutions are described at zoom.us/government. Zoom for Government currently does not include availability of cloud recordings and cloud recording transcriptions, though Zoom may continue to develop feature parity between Zoom Meeting Services and Zoom for Government. In addition, Zoom does not presently offer its Zoom Phone Services or Zoom Marketplace as FedRAMP compliant. Zoom Meeting Services and Zoom for Government are independent environments and, therefore, data cannot be exchanged between them including, without limitation, instant messaging data or chat data.

FedRAMP Security Features. Zoom for Government is authorized as a FedRAMP Moderate ATO. TLS 1.2 or greater is required. Noted security features include, without limitation, secure socket layer (SSL) encryption, AES 256-bit encryption, role-based user security, watermark screenshots, firewall compatibility, password-protected meeting option. Zoom for Government also supports single sign-on (SSO) with SAML, OAuth, or ADFS.

Zoom Marketplace. The Zoom Marketplace, available at <https://marketplace.zoom.us>, is a site hosted by Zoom to provide access to applications (the “Apps”) created by third party developers (“Publishers”) that are interoperable with Zoom Services, and make them available from both mobile and desktop client apps. Access to and use of the Zoom Marketplace and Zoom for Developers (available at <https://developer.zoom.us>) sites are governed by separate terms and conditions available at <https://zoom.us/service>. Besides testing for compatibility with Zoom, Zoom does not perform any other testing and does not warrant or support the Apps. Publishers are solely responsible for all aspects of the Apps they publish, including content, functionality, availability and support. Publishers are required to provide their own terms of service, privacy policy and support information (“Publisher Terms”). Members who access or download Apps must enter into Publisher Terms directly with the Publisher. Zoom is not responsible for the Apps, their content, functionality, availability, or support. Apps are hosted AS IS and use of the Apps is at Member’s own risk, subject to the Publisher Terms. Apps may become unavailable or be removed by a Publisher at any time and any data stored in them may be lost or become inaccessible. Zoom is not responsible for Member Data transferred to a Publisher, or for any transmission, collection, disclosure, security, modification, use or deletion of Member Data by or through an App. Publishers may use Member Data as permitted in the Publisher Terms. Use of the Apps may require Member Data to be transferred to the Publisher and by accessing and using the App, Member consents to the transfer of Member

Data by Zoom as required by the Publisher. Zoom does not support the Apps. Member should contact the Publisher for support or questions. Zoom makes no representations and disclaims all warranties, express or implied, regarding Apps and reserves the right to remove an App from the Marketplace at any time, in its sole discretion.

Managed Domains. Zoom permits Members to reserve domains associated with their enterprise and to manage any accounts that are subscribed to Zoom using that domain (“Managed Domain Member”). Member may only associate to the Zoom Services domain(s) that they own or are legally entitled to associate for use with the Services. In the event that a Zoom account is created or exists on the reserved domain, but is not authorized by the Managed Domain Member (the “Non-Managed Domain Account”), the person using or creating such Non-Managed Domain Account will be notified that the domain is reserved for the Managed Domain Member and will be requested to change the domain associated with the Non-Managed Domain Account. If the person using or creating such Non-Managed Domain Account does not change the domain within the period specified, that person will be deemed to have consented to the Non-Managed Domain Account being added to the Managed Domain Member and to have further consented for all data associated with the Non-Managed Domain Account to be shared with the Managed Domain Member.

Zoom Terms of Service: Attachment 2

Binding Arbitration

This Attachment 2 to the Zoom Customer Member Terms of Service describes the further provisions which apply to the Binding Arbitration and Class Action Waiver.

- A. **Disputes.** A dispute is any controversy between You and Zoom concerning the Services, any software related to the Services, the price of the Services, Your account, Zoom's advertising, marketing, or communications, Your purchase transaction or billing, or any term of this Agreement, under any legal theory including contract, warranty, tort, statute, or regulation, except disputes relating to the enforcement or validity of Your or Zoom's intellectual property rights. As part of the best efforts process to resolve disputes, and prior to initiating arbitration proceedings, each party agrees to provide notice of the dispute to the other party, including a description of the dispute, what efforts have been made to resolve it, and what the disputing party is requesting as resolution, to legal@zoom.us.
- B. **Small Claims Court Available.** You may initiate an action in your local Small Claims Court if You meet the court's requirements. However, if such a claim is transferred, removed or appealed to a different court, Zoom reserves the right to require arbitration.
- C. **Arbitration Procedure.** Disputes not resolved pursuant to Section A or B above shall be resolved through arbitration. The American Arbitration Association ("AAA") will conduct any arbitration under its Commercial Arbitration Rules. For more information, see www.adr.org. Arbitration hearings will take place in the federal judicial district of Your primary business location. A single arbitrator will be appointed. The arbitrator must: (a) follow all applicable substantive Law; (b) follow applicable statutes of limitations; (c) honor valid claims of privilege; (d) issue a written decision including the reasons for the award. The arbitrator may award damages, declaratory or injunctive relief, and costs (including reasonable attorneys' fees). Any arbitration award may be enforced (such as through a judgment) in any court with jurisdiction. Under AAA Rules, the arbitrator rules on his or her own jurisdiction, including the arbitrability of any claim; however, a court has exclusive authority to enforce the prohibition on arbitration on a class-wide basis or in a representative capacity.
- D. **Arbitration Fees.** If You are unable to afford the arbitration costs, Zoom will advance those costs to You, subject to the arbitrator's determination if costs should be reimbursed to Zoom if Zoom prevails. For disputes involving more than \$75,000, the AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses.
- E. **Conflict with AAA Rules.** This Agreement governs if there is a conflict with the AAA's Commercial Arbitration Rules.
- F. **Requirement to File Within One Year.** Notwithstanding any other statute of limitations, a claim or dispute under this Agreement must be filed in Small Claims Court or noticed for arbitration within one year of when it could first be filed, or such claim will be permanently barred.
- G. **Severability.** If the class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, then those parts will not be arbitrated but will be resolved in court, with the balance resolved through arbitration. If any provision of this Attachment 2 is found to be illegal or unenforceable, then that provision will be severed; however, the remaining provisions shall still apply and shall be interpreted to as nearly as possible achieve the original intent of this Attachment 2, inclusive of the severed provision.

Exhibit D
Education Pricing Tiers for ZM and Requirements

Education Annual	Base Product	Education Consortium Two Year Contract	Two Years	Zoom Meeting license	Tier Range		Annual/Two Year Cost
EDU Pro Meeting			y	EDU	5,000	10,000	\$14.50/\$29.00
EDU Pro Meeting			y	EDU	10,000	20,000	\$13.50/\$27.00
EDU Pro Meeting			y	EDU	20,000	30,000	\$12.50/\$25.00
EDU Pro Meeting			y	EDU	30,000	40,000	\$11.50/\$23.00
EDU Pro Meeting			y	EDU	40,000	50,000	\$10.50/\$21.00
EDU Pro Meeting			y	EDU	50,000	70,000	\$9.50/\$19.00
EDU Pro Meeting			y	EDU	70,000	100,000	\$8.50/\$17.00
EDU Pro Meeting			y	EDU	100,000+		\$7.50/\$15.00

- At the start of the contract term KanREN selects a tier and quantity
- KanREN can increase or move up tiers during the duration of the contract but KanREN cannot adjust down during the 2 year contract term
- Payments will be made annually
- Additional EDU Meeting Licenses can be added mid-contract in quantities of 100 or more
- If adjustments are made during the first year that result in moving KanREN to a new tier with lower pricing, only the quantities over the current tier will be eligible for lower pricing for the remainder of the year.
- At the start of year 2 of the contract all EDU meeting licenses will be eligible for the new pricing tier
- Room Connectors can be added mid-contract at 5 Licenses or more
- Web500 Licenses can be added mid-contract at 2 Licenses or more
- Zooms Rooms can be added mid-contract in quantities of 5 or more
- Aside from the ZM EDU licenses which may adjust at high quantities, all added products will be at the original contract price (see quote/order form)