

ZOOM APP MARKETPLACE TERMS OF USE

These Zoom App Marketplace Terms of Use ("Terms of Use") govern (i) your access to and use of the Zoom App Marketplace site ("Marketplace"), content, and resources, and (ii) the requirements to create, submit, update, manage, install, and uninstall the applications, integrations and bots ("Apps") listed at the Marketplace. By accessing and using the Marketplace and Services (defined below), you accept and agree to be bound by these Terms of Use with Zoom Video Communications, Inc. ("Zoom"), and represent that you are legally able to do so. If you are accepting the Terms of Use on behalf of an entity, you represent that you have the authority to do so (either you or the entity, "You").

1. Zoom App Marketplace

The Marketplace, available at <https://marketplace.zoom.us>, is a site developed by Zoom to:

- a. Provide access to cross platform SDKs, sample applications, APIs, technical documentation, guides and other Zoom developer resources made available at the site ("Services").
- b. Promote Apps that have been reviewed and approved by Zoom, and make them available from both mobile and desktop client apps.

2. Use of the Services; Requirements for Submitting Apps for Listing at the Marketplace.

- a. Use. You can use the Services to perform development activity as described in the Marketplace or in the API Documentation on the site, including: develop integrations to connect other tools, build packaged solutions for Zoom, create chatbots, manage Zoom services programmatically, and embed Zoom in your desktop, web or mobile application.
- b. Submission and Testing. Before publishing an App at the Marketplace, or sharing an App outside Your own business account, you are required to submit Your App to Zoom for review of content, functional testing, testing for customer experience, verification of the App's compatibility with Zoom, and for security and privacy review. If approved by Zoom following the review and testing, Your App may be listed at the Marketplace.
- c. Security Testing. Within sixty (60) days of the App being approved and published to the Marketplace, your App is required to undergo Zoom's security and penetration testing. Zoom's risk management team will send You a separate agreement, after Your App is approved for listing, to enable this testing. Zoom does not perform any other testing and does not warrant or support the Apps based on any reviews or tests performed.
- d. Documentation. You are required to provide, at the time you submit your App, your Apps' terms of service, privacy policy and customer support information ("Your Terms"). Zoom users can access, install, and uninstall your Apps from the Marketplace subject to Your Terms.

3. **Zoom's Obligations.** Zoom is not obligated to list or post Your App in the Marketplace and reserves the right to delete an App from the Marketplace at any time in the event You violate these Terms of Use or Zoom believes it should remove the App for compliance with laws, the protection of customers, or other legitimate business reason.

4. Licenses

- Your use of the [Zoom SDKs](https://github.com/zoom/zoom-sdk-ios/blob/master/LICENSE.md) shall be subject to the License agreement located at <https://github.com/zoom/zoom-sdk-ios/blob/master/LICENSE.md> ("Zoom SDK License")
- Zoom APIs <https://api.zoom.us/> and associated documentation ("Zoom APIs") are available at <https://marketplace.zoom.us/docs>. Zoom grants You a non-exclusive, non-transferable, non-sublicensable license to use Zoom APIs to develop your Apps, subject to the [Zoom API License and Terms of Use](#).
- By submitting your Apps to the Marketplace, You grant Zoom a worldwide, royalty-free, sublicensable license to: (a) review and test your Apps, (b) list and make your Apps available at the Marketplace, (c) remove your Apps from the Marketplace as specified in these Terms of Use, and (d) use the trade names, trademarks, service marks, logos and domain names posted with your Apps at the Marketplace ("Your Names") while your App is listed at the Marketplace.

5. Data

"Data" means any data and content uploaded, posted, transmitted or otherwise made available by users via the Zoom Video Conferencing services, Services or Apps, including messages, files, profile information, text, documents, audio and video files, still images and anything else entered or uploaded into the Services, and Zoom system data. "Your Data" means any Data You, anyone acting on your behalf, any user of Your App, or any app acting on your behalf posts to the Marketplace or transmits to or through Zoom in connection with use of the Services. You are solely responsible for Your Data, and compliance with all laws regarding Data, including obtaining consent to transfer, process, and use Data. If you publish an app in the Marketplace, you may only use Data, and may only transfer Data to Zoom, as disclosed in, and in compliance with, Your Terms. Zoom will use Your Data solely in connection with maintaining the Marketplace, providing the Services and Apps, and compiling usage statistics from the Marketplace about Your App in accordance with these Terms of Use and as otherwise specified in the Zoom Privacy Policy, located at <http://www.zoom.us/privacy>. You hereby consent to such use and warrant to Zoom that you are legally authorized to consent to this use and transfer such Data to Zoom, and that you will delete Data when required.

6. Ownership

Zoom owns all right, title and interest, including all intellectual property rights in and to the Marketplace and Services, any Data owned by or licensed to Zoom ("Zoom Data") except for Your Data and Data of other users of the Marketplace and Services ("Others' Data"). As between us, You warrant and represent that you have the necessary rights and licenses to, or You own all right, title and interest, including all intellectual property rights in and to your Apps, Your Names and Your Data.

7. Trademarks

Zoom and Zoom Marketplace logo are trademarks and/or registered trademarks of Zoom and/or its affiliates. All third party trademarks and logos referenced are property of their respective owners. The appearance of third party trademarks on the Marketplace does not constitute an endorsement, sponsorship or recommendation thereof by Zoom or its affiliates.

8. Feedback

By submitting ideas, suggestions, documents, and/or proposals ("Feedback") to Zoom, You acknowledge and agree that: (a) your Feedback does not contain confidential or proprietary information; (b) Zoom is under no

obligation of confidentiality, express or implied, with respect to the Feedback; (c) Zoom shall be entitled to use or disclose such Feedback for any purpose, in any way, in any media, worldwide; (d) Zoom may already be developing a solution or solution component related to the Feedback; (e) your Feedback becomes the property of Zoom without any obligation to You; and (f) You are not entitled to any compensation for such Feedback.

9. Your Obligations and Representations

- Your use of the Marketplace and the Services must comply with all the requirements set forth in the Terms of Service, located at <http://www.zoom.us/terms>, to the extent such would apply to the Marketplace and Services.
- You may not use the Marketplace or the Services to advertise, promote, endorse or market, directly or indirectly, any products, services, offerings, solutions or other technologies that, in Zoom's sole discretion, compete with the products, services, offerings, solutions or technologies of Zoom.
- You may not publicize your Apps, make Generally Available ("GA"), or make available your Apps for Zoom users outside of your own Zoom account to use or install, until Your App has:
 - Been submitted for review and been approved for listing at the Marketplace.
 - Been issued a Publishable URL to be used ONLY as agreed upon by Zoom if granted.
- You may not sell, resell, distribute, rent or lease the Services, include the Services in an outsourced or service bureau offering, or otherwise commercialize the Services.
- You may not use any Zoom Data or Others' Data from the Marketplace or Services in any advertisements or for purposes of targeting advertisements.
- You may not use contact information of other users of the Marketplace and Services to contact such users outside of Marketplace or Services without their consent.
- You represent and warrant that You own or have the necessary rights and licenses to your Apps, Your Names and Your Content to be used by Zoom as provided under these Terms of Use.
- You represent and warrant that Your use of the Marketplace and Services and your App comply with all applicable laws, including export compliance laws, and will not violate any applicable law or regulation, of any country in which your App is made available, or rights of any third party, including but not limited to privacy, publicity or intellectual property rights.
- You acknowledge and agree that Zoom does not certify, warrant or support your App and You represent and warrant that You will not make any statements to the contrary that imply an endorsement, certification, warranty or support of your App by Zoom or your affiliation or partnership with Zoom.
- If any portion of the Marketplace or Services requires You to register, You will provide true and accurate information in your user profile.
- You are solely responsible for your interactions with other users of the Marketplace and Services.
- Your privacy policy must meet applicable legal standards and accurately describe the collection, use, storage, retention, removal, deletion, transfer, processing and sharing of data.

10. Zoom's Rights

- Zoom may modify or terminate the Services or stop maintaining the Marketplace at any time and without notice. Zoom will use commercially reasonable efforts to provide notice of modifications or termination where possible.
- Zoom may immediately suspend or terminate your access to the Marketplace and remove your Apps from the Marketplace if You violate or otherwise fail to comply with these Terms of Use.
- Zoom may amend the Terms of Use from time to time. If You do not agree with such changes, You should discontinue using the Marketplace and Services and remove all your Apps from the

Marketplace. Your continued use of the Marketplace and the Services and listing of your Apps on the Marketplace will mean that You agree to such changes to the Terms of Use.

- Zoom is not responsible for anything submitted by You or other users to the Marketplace or for modifying or removing Your Data or Others' Data from the Marketplace. Zoom is not responsible for your conduct or the conduct of any other user of the Marketplace and Services.

11. Support

Zoom's Developer evangelist team is available to help You with technical and business inquiries relating to the development of Your Apps ("Developer Services"). If Your question is private or You have sensitive logs to share, submit an email to developersupport@zoom.us, Zoom also has an open community forum in our developer site at <https://devforum.zoom.us> where You may submit questions to community members.

12. Disclaimer of Warranties

ZOOM PROVIDES THE MARKETPLACE AND SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL EXPRESS AND IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, AND ACCURACY, ARE HEREBY EXCLUDED AND EXPRESSLY DISCLAIMED BY ZOOM. ZOOM DOES NOT WARRANT THAT THE MARKETPLACE AND SERVICES ARE SUITABLE FOR YOUR USE, AND NO SERVICES THAT YOU RECEIVE FROM THE MARKETPLACE SHALL CREATE ANY WARRANTY.

13. LIMITATION OF LIABILITY.

13.1 Disclaimer of Certain Damages.

NEITHER ZOOM NOR YOU SHALL BE LIABLE TO EACH OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL, ARISING IN CONNECTION WITH THESE TERMS OF SERVICE, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

13.2 Cap on Liability.

IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY UNDER THESE TERMS OF SERVICE EXCEED THE AMOUNT OF THE CHARGES PAID OR PAYABLE BY YOU TO ZOOM AND/OR A ZOOM SERVICES RESELLER DURING THE TWENTY FOUR (24) MONTHS BEFORE THE EVENT GIVING RISE TO SUCH LIABILITY; PROVIDED THAT IF THE EVENT GIVING RISE TO LIABILITY OCCURS DURING THE FIRST TWENTY FOUR (24) MONTHS AFTER THE EFFECTIVE DATE OF THESE TERMS OF SERVICE, THE AMOUNT SHALL BE CALCULATED AS THE AMOUNT ANTICIPATED TO BE PAID BY YOU TO ZOOM AND/OR A ZOOM SERVICES RESELLER DURING THE FIRST TWENTY FOUR (24) MONTHS AFTER THE EFFECTIVE DATE OF THESE TERMS OF SERVICE, OR TWENTY FOUR (24) TIMES THE AVERAGE MONTHLY CHARGES THUS FAR, WHICHEVER IS MORE.

13.3 Exclusions and Stipulations.

THE PROVISIONS ABOVE IN THIS SECTION 13 SHALL NOT APPLY TO: (A) LOSSES ARISING OUT OF GROSS NEGLIGENCE OR WILLFUL OR INTENTIONAL MISCONDUCT; (B) LOSSES ARISING FROM A PARTY'S BREACH OF CONFIDENTIALITY IN THESE TERMS OF SERVICE; OR (C) LOSSES ARISING OUT OF ZOOM'S OBLIGATIONS TO INDEMNIFY ANY INDEMNITEE UNDER THESE TERMS OF SERVICE. FURTHER, THE TO THE

EXTENT THAT A CPA CONTAINS REIMBURSEMENT OR INDEMNIFICATION OBLIGATIONS RELATED TO ZOOM'S BREACH OF ITS DATA SECURITY OR DATA PRIVACY OBLIGATIONS CONTAINED IN THESE TERMS OF SERVICE, SUCH REIMBURSEMENTS SHALL BE DEEMED TO BE DIRECT DAMAGES AND NOT ANY OF THE TYPES OF DAMAGES DESCRIBED UNDER SECTION 13.1 ABOVE AND SHALL NOT BE GOVERNED BY THE LIABILITY CAP UNDER SECTION 13.2 ABOVE.

15. Term and Termination

The Terms of Use start on the date You begin using the Marketplace and Services and end when Your use of the Marketplace and Services are discontinued and Your Apps are removed from the Marketplace. All sections of the Agreement which by their nature should survive termination will survive termination, including, without limitation, warranty disclaimers, indemnification and limitations of liability.

16. General

These Terms of Use and any other Zoom terms referenced herein state the complete agreement of the parties with respect to the subject matter of these Terms of Use and supersede any past or contemporaneous statements, contracts, agreements or understandings between the parties and may be modified only as provided herein. These Terms of Use shall be governed by and interpreted in accordance with the laws of the State of Georgia, excluding its conflict of laws provisions. If any provision of this Agreement is judged illegal, invalid, or otherwise unenforceable, that provision shall be severed and the rest of these Terms of Use shall remain in full force and effect. No failure by Zoom to enforce any of its rights related to the Marketplace or Services or to a breach of these Terms of Use in a particular situation will act as a waiver of such rights.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by duly authorized officers or representatives as of September 22, 2020.

CUSTOMER:

ZOOM VIDEO COMMUNICATIONS, INC.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____