

ZOOM RESELLER CUSTOMER TERMS OF SERVICE

EFFECTIVE: September 28, 2020

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. 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 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.

"End User" means a Host or Participant (as defined in Exhibit A) who uses the Services.

"Initial Subscription Term" means the initial subscription term for a Service as specified in the Reseller Customer Agreement.

"Service Effective Date" means the date an Initial Subscription Term begins as specified in the Reseller Customer 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 Reseller Customer Agreement.

2. APPLICABILITY AND SCOPE. These Zoom Reseller Customer Terms of Service and all content expressly incorporated herein (this "Agreement") apply to those customers of an authorized reseller of the Services that have agreed to this Agreement in connection with ordering the Services from or through such reseller. For such customers, this Agreement applies with respect to all Services ordered or provided under the Reseller Customer Agreement (as defined below).

3. THE RESELLER CUSTOMER 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(ies) from/through which You order the Services ("Reseller") that shall govern all ordering, acquisition, accessing, and use of Services (the "Reseller Customer Agreement"): (a) entering into an agreement, order, or other document that incorporates this Agreement 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 Reseller Customer Agreement shall include all terms and conditions between You and Reseller 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 Reseller –

and any terms, conditions, documents, materials, or other content agreed to or entered into by, or otherwise applicable to, You and the Reseller – that are unrelated to the Services or the ordering, acquisition, accessing, or use thereof (e.g., Your ordering from Reseller goods or services other than the Zoom Services) (each such transaction, document, etc., an “Extraneous Agreement”) shall be outside of the scope of the Reseller Customer 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 Reseller that he or she has the authority to bind himself or herself, or the entity such individual represents, to the Reseller Customer 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 Reseller Customer 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.

- a. **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.

- a. **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.
- b. **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.
- c. **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.

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

- a. **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 any other party authorized by Zoom to resell, distribute, or promote the Services ("Resellers"), and under such circumstances Zoom, its Affiliates, suppliers and Resellers 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 RESELLERS 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 RESELLERS 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. INTENTIONALLY OMITTED.

18. LIMITATION OF LIABILITY.

18.1 Disclaimer of Certain Damages.

NEITHER ZOOM NOR CUSTOMER SHALL BE LIABLE TO THE 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 THIS AGREEMENT, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

18.2 Cap on Liability.

IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT OF THE CHARGES PAID OR PAYABLE BY CUSTOMER TO RESELLER AND/OR ZOOM 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 THIS AGREEMENT, THE AMOUNT SHALL BE CALCULATED AS THE AMOUNT ANTICIPATED TO BE PAID BY

CUSTOMER TO RESELLER AND/OR ZOOM DURING THE FIRST TWENTY FOUR (24) MONTHS AFTER THE EFFECTIVE DATE OF THIS AGREEMENT, OR TWENTY FOUR (24) TIMES THE AVERAGE MONTHLY CHARGES THUS FAR, WHICHEVER IS MORE.

18.3 Exclusions and Stipulations.

THE PROVISIONS ABOVE IN THIS SECTION 18 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 SECTION 5 (CONFIDENTIAL INFORMATION); OR (C) LOSSES ARISING OUT OF ZOOM'S OBLIGATIONS TO INDEMNIFY ANY INDEMNITEE IN THIS AGREEMENT. FURTHER, 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 THIS AGREEMENT, SUCH REIMBURSEMENTS SHALL BE DEEMED TO BE DIRECT DAMAGES AND NOT ANY OF THE TYPES OF DAMAGES DESCRIBED UNDER SECTION 18.1 ABOVE AND SHALL NOT BE GOVERNED BY THE LIABILITY CAP UNDER SECTION 18.2 ABOVE.

19. INTENTIONALLY OMITTED.

20. PRIVACY AND OTHER POLICIES. Use of the Services is also subject to Zoom's Privacy Policy noticed at <https://zoom.us/privacy>. The Privacy Policy, 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 Georgia, U.S.A., as applied to agreements entered into and to be performed in Georgia by Georgia residents. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in and serving Georgia.

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 Reseller Customer 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by duly authorized officers or representatives as of April 17, 2020.

CUSTOMER:

ZOOM VIDEO COMMUNICATIONS, INC.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Terms of Service: Exhibit A

Services Description

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

You acknowledge and agree that particular Resellers may be prohibited from selling some of the Services, either altogether or only in certain territories. That all Zoom Services are listed in this Exhibit A does not entitle all Resellers to sell such Services to You.

A. **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 Customer to whom Customer 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, screen sharing and other collaborative services offered by Zoom Video that Customer may order through the Reseller Customer 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 Customer may order through the Reseller Customer Agreement.

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 screen sharing 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) 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.
- 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 Reseller Customer Agreement.
 - “**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. **Telecommunications Provider. Zoom Voice is the telecommunications provider of Zoom Phone Services 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 in the Reseller Customer Agreement):
 - 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 in the Reseller Customer Agreement.
- 4. **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.
- 5. **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.
- 6. **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.
- 7. **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.

8. **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. Customer should consult with Zoom Voice prior to deploying any other Devices and equipment.
 9. **Contract Variations.** In the event that Exhibit C is included in these TOS, 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 TOS (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 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 the 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.
1. **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.

- i. **Media Data in Meeting.** When encryption is enabled, all data in transit is protected using TLS 1.2 and AES 256-bit encryption. Data at rest is encrypted leveraging AWS S3 server-side encryption. Zoom web services are secure through HTTPS. In an encrypted meeting, Zoom meeting keys are randomly generated per meeting session. Passwords are hashed/salted using SHA256.
 - ii. **Chat/Notes/Closed Captioning in Meeting.** When encryption is enabled, Chat/Notes/Closed Captioning are transferred with command channel, not data channel; the data travels within SSL connection, and there is no extra AES 256-bit encrypt/decrypt for them.
- F. **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.
- G. **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.