

**AMENDMENT No. 1 TO
Master Services Agreement for GTA Direct Services
CONTRACT NUMBER 98000-GTADirect Contract-4666-ZOO**

This Amendment No. 1 is made this 19 day of March, 2021, by and between the **GEORGIA TECHNOLOGY AUTHORITY** ("GTA") and **Zoom Video Communications, INC.** ("Contractor").

WHEREAS, heretofore GTA entered into that certain Agreement for Services effective on October 1, 2020, with respect to certain services to be provided to GTA by Contractor, as more particularly described therein.

WHEREAS, the parties wish to amend the Agreement to reflect certain changes.

NOW, THEREFORE, in consideration of the premises, the terms and conditions stated herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Services. The content of "ZOOM - Exhibit 3 Customer Purchase Agreement 98000-GTADirect-CONTRACT-4666-ZOO" of this Agreement is replaced in its entirety to update the verbiage. The updated Customer Purchase Agreement is attached to this amendment as Attachment 1
2. Definitions. All capitalized terms used herein and not expressly defined herein shall have the respective meanings given to such terms in the Agreement.
3. Successors and Assigns. This Amendment No. 1 shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
4. Entire Agreement. Except as expressly modified by this Amendment No. 1, the Agreement shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations of the parties. This Amendment No. 1 and the Agreement, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be duly executed by their authorized representatives as of the date set forth above.

Zoom Video Communications, INC.

GEORGIA TECHNOLOGY AUTHORITY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT 1

Customer Purchase Agreement GTA Direct

This Customer Purchase Agreement, together with all exhibits and attachments, is entered into on *[Month] [Day] [Year]* (“**Effective Date**”), by Zoom Video Communications, Inc., and its Affiliates (“**Zoom**”) and *[Legal Entity Name]* (“**Customer**”) (this “**Agreement**”), is entered into pursuant to the “GTA Direct Program” set forth in the Master Services Agreement for GTA Direct Services by Georgia Technical Authority (GTA) and Zoom Video Communications, Inc., dated October 1, 2020, with Contract Number: 98000-GTA Direct-CONTRACT-4666-ZOO (the “**MSA**”).

The parties agree as follows:

Background and Framework

The GTA entered into the MSA to facilitate the accelerated procurement of services by allowing eligible entities to contract directly with qualified service providers rather than with GTA. In addition to establishing the GTA Direct Program and confirming each service provider’s continuing qualification under the GTA Direct Program, GTA provides governance over the contracts to monitor conformance to the MSA’s scope and terms.

A customer may be any state or local government body or entity within the State of Georgia that is eligible to participate pursuant to the terms of the MSA. GTA may publish from time to time eligibility requirements for organizations to be customers participating in the GTA Direct Program. Customer must execute this Agreement and a valid Order Form (as defined below) in order to receive Services.

Introduction; Incorporation; and Order of Precedence

Zoom will provide the Services, and Customer may access and use the Services, in accordance with this Agreement. If Customer orders Services through an on-line registration page or an order form (each an “Order Form”), the Order Form may contain additional terms and conditions and information regarding the Services Customer is ordering. The Order Form will be incorporated into and made part of this Agreement. It is the intention of the parties that all terms and conditions of the MSA are also incorporated into and made part of this Agreement, including but not limited to, the Limitation of Liability. By signing this Agreement, Customer agrees to the terms of the MSA and this Agreement. In the event of conflict or inconsistency between this Agreement, an Order Form, or the MSA, the following order of precedence will apply: i) the MSA, ii) the Order Form, and iii) this Agreement.

Terms of Service

- 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. “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 the Services Description) who uses the Services. “Initial Subscription Term” means the initial subscription term for a Service as specified in an Order Form. “Service Effective Date” means the date 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.
- 2. SERVICES.** The prices for the Services will be set forth in the initial Order Form attached to this Agreement as Exhibit 2 or those other Order Forms that may be entered into from time to time that are subject to the terms of this Agreement. Zoom will provide the Services as described in Exhibit 1, and 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. Use of the Services requires one or more compatible devices, Internet access (fees 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, Customer’s ability to access and use the Services may be affected by performance of these factors. High speed Internet access is recommended. Customer acknowledges and agrees that such system requirements, which may be changed from time to time, are Customer’s responsibility.

- 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 Customer use of a Beta version is at Customer sole risk.
- 3. USE OF SERVICES AND YOUR RESPONSIBILITIES.** Customer may only use the Services pursuant to the terms of this Agreement. Customer is solely responsible for Customer and Customer End Users' use of the Services and shall abide by, and ensure compliance with, all Laws in connection with Customer 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.** Customer may be required to provide information about it in order to register for and/or use certain Services. Customer agrees that any such information shall be accurate. Customer may also be asked to choose a username and password. Customer is entirely responsible for maintaining the security of Customer username and password and agrees not to disclose such to any third party.
 - b. **Customer Content.** Customer agrees that Customer is solely responsible for the content ("Content") sent or transmitted by Customer or displayed or uploaded by Customer in using the Services and for compliance with all Laws pertaining to the Content, including, but not limited to, Laws requiring Customer to obtain the consent of a third party to use the Content and to provide appropriate notices of third party rights. Customer represents and warrants that Customer has the right to upload the Content to the Zoom platform 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 Customer, if Zoom becomes aware that it violates any provision of this Agreement, or any law. Customer retains copyright and any other rights Customer already holds in Content which Customer submits, posts or displays on or through, the Services.
 - c. **Recordings.** Customer is responsible for compliance with all recording laws. The host can choose to record Zoom meetings and webinars. By using the Services, Customer is giving Zoom consent to store recordings for any or all Zoom meetings or webinars that Customer joins, if such recordings are stored in our systems. Customer will receive a notification (visual or otherwise) when recording is enabled. If Customer does not consent to being recorded, Customer can choose to leave the meeting or webinar.
 - d. **Prohibited Use.** Customer agrees that it 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, Customer 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 Customer agrees that it is solely responsible for compliance with all such laws and regulations.
 - e. **Limitations on Use.** Customer may not reproduce, resell, or distribute the Services or any reports or data generated by the Services for any purpose unless Customer has been specifically permitted to do so under a separate agreement with Zoom. Customer may not offer or enable any third parties to use the Services purchased by Customer, display on any website or otherwise publish the Services or any Content obtained from a Service (other than Content created by Customer) 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.

4. **RESPONSIBILITY FOR END USERS.** Customer is responsible for the activities of all End Users who access or use the Services through Customer's account and Customer agrees 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 Customer become aware of any violation of this Agreement in connection with use of the Services by any person, please contact Zoom at trust@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 End 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.
5. **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 Customer 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 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 Content.
6. **ELIGIBILITY; INFORMATION SHARING.** Customer represents and warrants that it is eligible to participate in the GTA Direct Program by entering into this Agreement and that the person signing this Agreement and any Order Form has full authority to bind Customer. Further, Customer acknowledges that as a result of Customer's participation in the GTA Direct Program and signing this Agreement, Zoom may share certain Customer information with GTA to include, without limitation, service details, billing details, pricing details, and the terms of, and a copy of, this Agreement.
7. **INTENDED USE; RESTRICTION ON USE BY CHILDREN.** The Services are intended for business use. Customer 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 the Services Description) using Zoom for Education (K-12).
8. **CHARGES AND CANCELLATION.** Customer agrees that Zoom may charge to Customer's credit card or other payment mechanism selected by Customer and approved by Zoom ("Customer Account") all amounts due and owing for the Services, including taxes (unless exempt) and service fees, set up fees, subscription fees, or any other fee or charge associated with Customer's Account. Zoom may change prices at any time, including changing from a free service to a paid service and charging for Services that were previously offered free of charge; provided, however, that Zoom will provide Customer with prior notice and an opportunity to terminate Customer's Account if Zoom changes the price of a Service to which Customer is subscribed and will not charge Customer for a previously free Service unless Customer has been notified of the applicable fees and agreed to pay such fees. Customer agree that in the event Zoom is unable to collect the fees owed to Zoom for the Services through Customer's Account, Zoom may take any other steps it deems necessary to collect such fees from Customer.
9. **TERMINATION.** The term of this Agreement will be coterminous with the MSA. Any term for a particular Order Form will be set forth therein, and in the event that the MSA is terminated, is cancelled, or has expired prior to the end of the term in the Order Form, these terms and the MSA will govern and apply until the Order Form expires or is cancelled or terminated. If Customer has purchased a Service for a specific term, such termination will be effective on the last day of the then-current term. Upon any termination of this Agreement, Customer must cease any further use of the Services. Zoom may terminate this Agreement if Customer fails to pay any undisputed charges after notice from Zoom of the failure to pay, and Customer fails to cure the nonpayment within twenty (20) days. Sections 1 and 3 through 20, inclusive, shall survive any termination of this Agreement.
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. Customer 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. Customer may not use any meta tags or any other "hidden text" utilizing Zoom Marks without Zoom's express written consent.
11. **COPYRIGHT.** Customer 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 End User who is alleged to infringe another

party's copyright. Without limiting the foregoing, if Customer believe that Customer's copyright has been infringed, please notify Zoom as specified [here](#).

- 12. EXPORT RESTRICTIONS.** Customer acknowledge that the Services, or a portion thereof, are subject to the Export Administration Regulations, 15 C.F.R. Parts 730-774, of the United States and may be subject to other applicable country export control and trade sanctions laws ("Export Control and Sanctions Laws"). Zoom will provide the U.S. export classification(s) applicable to its Services upon request. Customer and Customer's 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 Export Control and Sanctions Laws. Customer represent and warrant that: (i) Customer and Customer's End Users (a) 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 region of Ukraine) and that Customer and Customer's 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; (b) are not persons, or owned 50% or more, individually or in the aggregate by persons, identified on the U.S. Department of the Treasury's Specially Designated Nationals and Blocked Persons List or Foreign Sanctions Evaders Lists; and (c) are not persons on the U.S. Department of Commerce's Denied Persons List, Entity List, or Unverified List, or U.S. Department of State proliferation-related lists; (ii) Customer and Customer's End Users located in China, Russia, or Venezuela are not Military End Users and will not put Zoom's Services to a Military End Use, as defined in 15 C.F.R. 744.21; (iii) no Content created or submitted by Customer or Customer's End Users is subject to any restriction on disclosure, transfer, download, export or re-export under the Export Control and Sanctions Laws; and (iv) Customer and Customer's End Users will not take any action that would constitute a violation of, or be penalized under, U.S. antiboycott laws administered by the U.S. Department of Commerce or the U.S. Department of the Treasury. Customer is solely responsible for complying with the Export Control and Sanctions Laws and monitoring them for any modifications.
- 13. 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.
- 14. INJUNCTIVE RELIEF.** Customer acknowledges 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.
- 15. 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.
- 16. [Intentionally omitted].**
- 17. [Intentionally omitted].**
- 18. [Intentionally omitted].**
- 19. PRIVACY AND OTHER POLICIES.** Use of the Services is also subject to Zoom's Privacy Statement, a link to which can be found by selecting "Privacy and Legal Policies" in the footer of Zoom's website. The Privacy Statement, and all policies noticed at www.zoom.us/legal are incorporated into this Agreement by this reference.

Furthermore, if Customer's 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, Customer understands and agrees that Zoom may contact Customer via e-mail or otherwise with information relevant to Customer's use of the Services, regardless of whether Customer has opted out of receiving marketing communications or notices.

20. HYPERLINKED TERMS. Any hyperlinked terms in this Agreement may only be amended upon written notice to Customer, and the amended terms will only be binding upon Customer's assent to the change as evidenced by a signed writing.

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

CUSTOMER:

ZOOM VIDEO COMMUNICATIONS,
INC.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT 1
(Service Terms)

This Exhibit 1-A to this Agreement 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 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 Exhibit 1, 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 to whom Customer assigns the right to host Meetings. A Host may hold an unlimited number of Meetings during the Initial Subscription Term or Renewal Term (as applicable), but the number of Meetings a Host may host concurrently shall depend on whether Customer orders a Concurrent Meetings package on an Order Form. 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 1, 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, chat, connectors, audio plans, cloud storage, 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, interconnected VoIP services, provisioning of direct dial numbers, two-way voice calling and private branch exchange (PBX) functionality and related services offered by Zoom Voice Communications, Inc. ("**Zoom Voice**") 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 at least 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.

1. Concurrent Meetings. The Concurrent Meetings feature enables a Host to host more than one Meeting at a time, subject to the specific limitations of the Concurrent Meetings package Customer may order on an Order Form.

C. Zoom for Education (K-12). Zoom for Education (K-12/Primary and Secondary Schools) 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/Primary & Secondary Schools Privacy Statement found at <https://zoom.us/docs/en-us/schools-privacy-statement.html>.

1. Addendum for Connecticut School Subscribers. This Agreement as applied to Connecticut School Subscribers incorporates by reference the [Zoom Terms of Service Addendum for Connecticut School Subscribers](#) ("Addendum")

which is designed to comply with the requirements of the Connecticut Act Concerning Student Data Privacy, Conn. Gen. Stat. Ann. § 10-234aa-dd.

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 Voice is the 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 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, 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.
 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 1 (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](#).
 2. **Zoom For Home.** The Zoom for Home ("ZfH") program enables customers to access devices, through a Zoom Meeting Services license, that support remote work, and allows customers to deploy a dedicated personal collaboration device for video meetings, phone calls, and interactive whiteboarding (a "ZfH

Device”). Devices offered under the ZfH program are determined in the sole discretion of Zoom. ZfH is available for use with all Zoom Meeting Services licenses, including Basic, except that use of a ZfH Device in a shared space in a commercial office environment requires a Zoom Rooms license. Zoom reserves the right to suspend or terminate a Customer’s access to the Services in connection with any violation of this provision. ZfH Devices and use of the ZfH program may be subject to additional terms and conditions specified on an Order Form. Zoom acts as a payment collection agent for the ZfH Device manufacturer or distributor (“ZfH Distributor”), and is not a seller, distributor or reseller of any hardware component or device. The ZfH Distributor is solely responsible for all obligations, including availability, fulfillment, delivery and warranties regarding the device, except as specified below.

- i. **Warranties.** All warranties and warranty information are provided by the ZfH Distributor and not by Zoom. Please refer to the ZfH Distributor’s website for more information. Zoom is not responsible for ZfH Device warranties.
- ii. **Returns and Refunds.** All returns are subject to the ZfH Distributor’s return policy, and must be authorized by the ZfH Distributor prior to processing a return. Any ZfH Device may be returned within the first thirty (30) days following delivery for a refund. After thirty (30) days, only defective devices may be returned. Refunds will be processed by Zoom only after the ZfH Distributor has notified Zoom that the ZfH Device has been returned, inspected and accepted as a return. Refunds will be reduced by any restocking fees applicable to the transaction. Zoom or the ZfH Distributor will notify Customer if a return is rejected.
- iii. **Return Procedure.** Customer may contact Zoom or the ZfH Distributor to request a return. Zoom and the ZfH Distributor will review the return request and, if eligible, will authorize the return. Please refer to the ZfH Distributor’s website for more information on return policies and qualification and requirements for return authorization.
- iv. **Customer’s Obligation to Inspect Delivery and Notify of Nonconformity.** Customer shall inspect each delivery of the ZfH Device received from the ZfH Distributor without undue delay and notify Zoom or the ZfH Distributor if any items are damaged.
- v. **Shipping Delays.** Customer acknowledges that certain shipments may be delayed due to circumstances beyond Zoom’s or the ZfH Distributor’s reasonable control. In no event shall Zoom or the ZfH Distributor be responsible for any damages associated with shipping delays.
- vi. **Access to Customer Data.** Customer acknowledges that the ZfH Distributor will be fulfilling any order for a ZfH Device, and expressly authorizes Zoom to disclose Customer Data to the extent necessary to complete the transaction.

G. Zoom for Government. Zoom for Government is the Zoom Meeting Services and Zoom Phone Services 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 www.zoom.us/government. 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.

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. **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.

EXHIBIT 2
(Order Form Sample)
[Please replace with actual Order Form]



Order Form Number: Q#####
 Valid Until: XXXXX/XXX/XXXX

Zoom Video Communications Inc. ("Zoom")
 55 Almaden Blvd, 6th Floor
 San Jose, CA 95113
 Email:

Billed To

Customer:
 Contact Name:
 Email Address:
 Phone:

Auto Renew: No
 Initial Paid Subscription Term: XXX
 Renewal Subscription Term: XXX
 Paid Period Start Date: XXXXX/XXX/XXXX

Delivered To

Subscriber:
 Contact Name:
 Email Address:
 Phone:

Billing Method: Email
 Currency: USD
 Payment Method: Other
 Payment Term: Net 30

DESCRIPTION	PERIODICITY	QUANTITY	UNIT PRICE	TOTAL
SERVICE A TBD	Annual	XXXX	USD	USD
OTHER SERVICES AS ORDERED	Annual	XXX	USD	USD

(Business Hours)
 Monthly Recurring Payment: USD
 Annual Recurring Payment: USD

Zoom Video Communications Inc. ("Zoom")

First Payment: USD
 Monthly Recurring Payment: USD (Starting from the Second Month)
 Annual Recurring Payment: USD (At the beginning of the Second Year)

[Must reference Agreement name, parties, and effective date]

Signature:
Print Name:
Date
Zoom Service Effective Date:
PO # (If Applicable):
VAT # (If Applicable):

ATTACHMENT A

(Insurance) ***[Please include our standard sales certificate of insurance]***