



Contracting with State Entities

The following provisions are applicable to State offices, agencies, departments boards, bureaus, commissions, institutions, agencies, boards, commissions, and other entities of the state procuring goods and/or services pursuant to O.C.G.A. § 50-5-50 et seq. ("State Entities").

Please be advised that State Entities are unable to agree to certain revisions to the standard state contract. Revisions that would provide an unfair competitive advantage, including but not limited to those that materially change the terms or the requirements of the solicitation, will be rejected by the State. Please note that this guidance is not all-inclusive, and State Entities reserve the right to negotiate all terms and conditions. If a supplier and a State Entity are unable to come to mutually agreeable terms, the supplier will not be awarded a contract.

1. Indemnification and/or hold harmless.

As provided under O.C.G.A § 50-5-64.1(a)(1)(A), contracts shall not contain a term that requires State Entities to defend, indemnify, or hold harmless another person (the term "person" also includes "corporations," see O.C.G.A. § 1-3-3 and O.C.G.A. § 1-2-1). Any such provision in a contract shall be deemed void and the contract shall be otherwise enforceable as if it did not contain such term. Moreover, State Entities are prohibited by the Georgia Constitution from agreeing to any such provision as they have been determined to violate the prohibition against gratuities, , pledges of the State's credit, and an unauthorized waiver of sovereign immunity. (Ga. Const. Art. VII, § IV, ¶ VIII; Ga. Const. Art. III. Sec. VI, Par. VI; 1980 Op. Att'y Gen. 80-67; 1974 Op. Att'y Gen. 74-115; 1980 Op. Att'y Gen. 80-67.)

2. The Georgia Attorney General Represents the State of Georgia.

Pursuant to Ga. Const Art. V, § III, ¶ IV and O.C.G.A. § 45-15-3, the Attorney General represents the state of Georgia. Additionally, O.C.G.A § 50-5-64.1(a)(2)(A) provides that contracts shall not contain a term that provides for a person other than the Attorney General to serve as legal counsel for the state or for any agency, authority, board, bureau, commission, department, institution, or any entity thereof. Any such provision in a contract shall be deemed void and the contract shall be otherwise enforceable as if it did not contain such term.

3. Warranty/Guarantee.

Any provision that requires a State Entity to unconditionally assure or promise a certain result or outcome. The Attorney General has advised that warranty provisions requiring State Entities to provide a warranty violate the prohibition against pledges of the State's credit and the prohibition against gratuities by the State. The reason is that resources may have to be expended to satisfy such warranty or guarantee.

4. Venue.

As provided under O.C.G.A § 50-5-64.1(a)(2)(B), contracts shall not contain a term that provides for a venue for any action or dispute other than the Superior Court of Fulton County, Georgia. Any such provision in a contract shall be deemed void and the contract shall otherwise enforceable as if it did not contain such term. See also O.C.G.A. § 50-21-1.

5. Governing Law.

As provided under O.C.G.A § 50-5-64.1(a)(2)(C), contracts shall not contain a term that provides for the contract to be construed in accordance with the laws of another state. Any such provision in a contract shall be deemed void and the contract shall be otherwise enforceable as if it did not contain such term.

6. Requirements that the Department pay taxes, interest, penalty fees or cancellation charges, litigation costs, or attorney's fees.

- **ATTORNEY'S FEES/COSTS.** State Entities will not agree to pay attorney's fees or costs. The rationale is that such a payment would pledge the credit of the state in violation of Ga. Const. Art. VII, § IV, ¶ VIII and would be a violation of the gratuities clause of the Georgia Constitution. See [Ga. Const. Art. III, § VI, ¶ VI](#).
- **DAMAGES.** The inclusion of indirect, consequential, or incidental damages payable by a State Entity are generally not acceptable.
- **INTEREST.** Except as otherwise explicitly permitted by law, the Department and State Entities will not agree to pay interest. The Attorney General has advised the Department that payment of interest would pledge the credit of the state, be prohibited by the gratuities clause of the constitution, and that the Department lacks statutory authority to agree to the payment of interest.
- **LATE PAYMENT/CANCELLATION CHARGES.** State Entities do not agree to pay late payment charges. This policy stems from an opinion of the Attorney General that late payment charges are in the nature of penalty/gratuity which the State is constitutionally prohibited from paying. Agreeing to pay such charges would also pledge the credit of the state in violation of the constitution. 1974 Op. Att'y Gen. 74-115.
- **TAXES.** The State is exempt from most taxes and generally will not agree to contract language which requires the payment of taxes. State Entities will not agree to reimburse the supplier for the payment of taxes. However, State Entities will agree to language that states "the State Entity will pay taxes lawfully imposed upon it."

7. Binding arbitration or waiver of jury trial.

As provided under O.C.G.A § 50-5-64.1(a)(2)(D), contracts shall not contain a term that provides for binding arbitration. Any such provision in a contract shall be deemed void and the contract shall be otherwise enforceable as if it did not contain such term. Further, State Entities do not maintain the authority to agree to waiver of a jury trial, as State law provides that the Attorney General has exclusive authority and control over all matters of litigation or potential litigation involving State agencies. Pre-litigation contractual waivers of jury trial are not enforceable in Georgia. *Bank South, N.A. v. Howard*, 264 Ga. 339 (1994).

8. Any provision requiring a State Entity to be bound by terms and conditions that are unknown at the time of signing the agreement.

As provided under O.C.G.A § 50-5-64.1(a)(1)(B), contracts shall not contain a term that requires State Entities to be bound by terms and conditions that are unknown at the time of signing such contract or which may be unilaterally changed. Any such provision in a contract shall be deemed void and the contract shall be otherwise enforceable as if it did not contain such term.

State Entities will not agree to contract provisions that incorporate additional obligations by references to terms and conditions located at a specific web address, as those provisions may be unilaterally changed.

9. Best efforts provisions that require the expenditure of any funds or efforts necessary to meet the obligations of a contract, even if such efforts exceed the dollar amount of the contract.

State Entities will not agree to best efforts provisions that require the expenditure of any funds or efforts necessary to meet the obligations of a contract which exceed the dollar amount of the contract. Similar to warranties and/or guarantees, such provisions violate the prohibition against pledging the State's credit. (Refer to discussion of warranties above for more information).

10. Contractual provisions which require a State Entity to accept the risk of loss of items or goods during delivery.

As a general rule, State Entities do not accept risk of loss until receipt of the items or goods.

11. Contractual clauses that require a State Entity to purchase insurance policies.

State law provides for the Department of Administrative Services to procure insurance for State entities. State Entities are covered by the Tort Claims Act and the State of Georgia Broad Form Insurance that is administered by the Department of Administrative Services. O.C.G.A. § 50-21-34(a) provides that tort claims against the state may only be paid from insurance provided under the Tort Claims Act. DOAS will not name an additional insured under these policies.

12. No Automatic renewals for agreements obligating state appropriated funds.

As provided under O.C.G.A § 50-5-64.1(a)(2)(E), contracts shall not contain a term that provides for an automatic renewal such that state funds are or would be obligated in subsequent fiscal years. Any such provision in a contract shall be deemed void and the contract shall be otherwise enforceable as if it did not contain such term. Automatic renewals also pledge the credit of the state in violation of the constitution. 1974 Op. Att'y Gen. 74-115.

13. Multiyear Lease, Lease Purchase, and Purchase Contracts.

Pursuant to O.C.G.A. § 50-5-64, Multiyear agreements must meet the following requirements:

- (1) unless (a) all funds required for the contract are maintained by the State Entity in hand at the time of contract execution (meaning that the State Entity has all funds necessary to pay the multiyear obligations and no additional appropriation or revenue are necessary for the State Entity to meet its contractual payment obligations) and (b) all such funds are obligated via State Entity accounting up front, typically via Purchase Order Incumbrance: See 1980 Att'y Gen Op. 80-163
- (2) Standard form – O.C.G.A. § 50-5-64(a) requires that leases and lease purchase agreements shall only be executed on a standard form developed by DOAS.
- (3) Termination of Contract – Contract terminates absolutely at the close of the fiscal year in which it is executed and the fiscal year for any renewals. O.C.G.A. § 50-5-64(a)(1).
- (4) No Automatic Renewals - Contract terminates at the end of each fiscal year and can only be renewed by positive action taken by the agency. O.C.G.A. § 50-5-64(a)(2).
- (5) Funding – Contract terminates immediately when funding is no longer available. Agency makes determination as to whether funds are unavailable at its sole discretion. O.C.G.A. § 50-5-64(a)(3).
- (6) Listing of Obligation – Contract must list total obligation for the fiscal year and any obligations for renewals. O.C.G.A. § 50-5-64(a)(4).
- (7) Title - Title to any goods or equipment remain with the supplier until fully paid by the agency. O.C.G.A. § 50-5-64(a)(5). However, for lease purchases agreements, O.C.G.A. § 50-5-65(b) allows agencies to accept title upon execution of the DOAS standard form. Agencies can also transfer title back to the vendor if the agreement is not fully consummated.
- (8) Interest – Lease Agreement can provide for the payment of interest. O.C.G.A. § 50-5-64(d).

14. No liens, security interest, or UCC Filings.

The execution or levy against state funds or property is not permitted as there is no waiver of sovereign immunity for such actions in the Constitution or by the General Assembly, security interests, or UCC filings. Agencies only have powers conferred by the legislature. State agencies do not have the authority to grant security interests in public property. *Dekalb County v. J&A Pipeline Co.*, 263 Ga. 645 (1993).

15. Unconditional contract payments.

Agencies generally cannot agree to unconditional payments. Any assignment of the Supplier's right to receive payment must be subject to all of the Agency's defenses. As a practical matter, if a dispute arises, the agency needs to be able to resolve the dispute. This is particularly problematic in financing agreements, as a dispute may arise between the vendor providing the equipment and the agency and yet the Agreement requires the agency to continue paying the financing company. This may constitute as a gratuity, which is prohibited under the State Constitution. *See* Ga. Const. Art. III. § VI, ¶ VI). Additionally, State Entities are prohibited from incurring debt except as provided by law. Ga. Const. Art. VII, Sec. IV, Par. I; Ga. Const. Art. VII, Sec. IV, Par. VIII; O.C.G.A. § 50-17-24.

16. No upfront payments for goods/services.

State Entities are generally not authorized to make payment prior to receipt of goods/services. (Pursuant to the State of Georgia Accounting Procedures Manual, payables for normal operating expenditures should be recognized when the goods and services have been received. Accounting Manual Reference: Section: Vendor Management; Subsection: Payment Method).

17. Drug Free Workplace.

Pursuant to O.C.G.A. § 50-24-3 and § 50-24-4, the State Entities must include in contracts with contractors as defined in O.C.G.A. § 50-24-2 specific certifications regarding the provision of a drug free workplace and prohibition against engaging in certain activities relating to unlawful drug-related activities.

18. Confidentiality.

As provided under O.C.G.A § 50-5-64.1(a)(3), contracts shall not contain a term that is inconsistent with the provisions of Article 4 of Chapter 18 of Title 50, relating to open records. Any such provision in a contract shall be deemed void and the contract shall be otherwise enforceable as if it did not contain such term.

Any confidentiality provisions in a contract must be subject to the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq., as State Entities are public agencies of the State of Georgia and subject to other requirements of law or court order. Additionally, the Georgia Department of Administrative Services generally considers pricing information to be subject to public disclosure. *See State Rd. & Tollway Auth. v. Elec. Transaction Consultants Corp.*, 306 Ga. App. 487 (2010).

19. No Boycott of Israel.

Pursuant to O.C.G.A. §50-5-85, the state shall not enter into a contract with a total value of \$1,000 or greater with an individual or company if the contract is related to construction or the provision of services, supplies, or information technology unless the contract includes a written certification that such individual or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

20. Joint Ownership.

In general, the State is constitutionally prohibited from becoming a joint owner or stockholder in or with any individual, company, association, or corporation. Therefore, State Entities are generally prohibited from agreeing to joint ownership of intellectual property. *See* Ga. Const. Art. VII § IV, ¶ VIII.

21. E-Verify.

Pursuant to O.C.G.A. § 13-10-91, a public employer shall not enter into a contract for the performance of services unless the contractor registers and participates in the federal work authorization program. If a supplier is providing services under a contract with a total compensation amount of \$2,500 or greater, (even if such services will be performed outside of the State of Georgia), DOAS requires a notarized affidavit from the supplier attesting to the following:

- (A) The affiant has registered with, is authorized to use, and uses the federal work authorization program;
- (B) The user identification number and date of authorization for the affiant;
- (C) The affiant will continue to use the federal work authorization program throughout the contract period; and
- (D) The affiant will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the same information required by subparagraphs (A), (B), and (C) of this paragraph.

Additional information regarding the State's E-verify requirements can be found at:

<http://www.audits.ga.gov/NALGAD/IllegalImmigrationReformandEnforcementAct.html>

22. Benefits Based Funded Contracts (aka Cost Savings Contracts).

Benefits Based Funding Contracts, also referred to as "Cost Savings Contracts" are contracts where private companies assume financial risk for the success of a project and are then paid by the State Entity from the calculated savings or revenue gains generated from the project. While these projects may be appealing because they are designed to fund improvement initiatives without placing an additional financial burden on the State Entity, there are legal constraints in implementing these types of contracts. For example, unless specifically authorized in the Constitution, the State's credit cannot be pledged. Any liability which is not required to be discharged by money already in the treasury, or by taxes to be levied during the year in which the contract under which the liability arises was made, is a debt within the meaning of the constitution. A contract violating the Constitutional prohibition on pledging the State's credit is void.

Additionally, Public officials may not charge fees or collect money except as authorized by law. Except under limited circumstances, monies collected by a state agency must be deposited into the general fund of the state treasury. Money may be withdrawn from the treasury only by appropriation made by law. Appropriations may not be "earmarked" for any special purpose and all revenues not contractually obligated lapse at the end of the year.

O.C.G.A. § 50-5-77 was implemented to increase flexibility in procuring benefits based funded contracts. In the event that the provisions of O.C.G.A. § 50-5-77 cannot be met for this type of contract, the Department of Law should be consulted for further guidance.

Georgia Technology Authority
GTA Direct - Network Services RFP # 98000-00000-4666
Company Name: Zoom Video Communications
Service Catalog
Category: Unified Communications

Instructions For GTA Eligible Customer Channels:

For Owner and Admin, User and Participant Support visit <https://support.zoom.us/hc/en-us>. Available Resources include: Live Training, Video Tu

To receive a Quote, please provide your Zoom Account Executive with the following information: New Order or Existing Order, Amended Existing Account Billing Detail including Name, Payment Method, Payment Term, Subscription Details, Pricing Plan (recurring monthly payment, annual pa

Zoom acknowledges receipt of the Purchase Order via an email to the Customer with the Quote attached. This provides evidence that Zoom information reference orders are governed by the Terms and Conditions of the GTA Direct Network Services Master Subscription Agreement/Contract. Zoom referenced. If any discrepancies between the PO and the Quote (prices, services, rate plans, subscription term, payment terms), the Order Desk v

Purchase Orders must contain the following information: PO Number, Payment Terms, Order Date (PO's older than 30 days will not be accepted), are placing an order through a Zoom Reseller or Distributor, this information must also be included: Reseller Name, Contact Name, Phone and Email exactly as they appear on your quote. Under this contract, auto-renewal is not available. Signed Zoom Quotes may also be submitted as the ord



1. Purchase Order

PURCHASE ORDER

PO# 50-WCH91-D

* INGRAM 3351 MICHELSON DR STE 100 *
* MICRO IRVINE, CA 92612-0697 *
* 714-566-1000 *

PLEASE ACKNOWLEDGE THIS ORDER
PROMPTLY AND ADVISE SHIPPING DATE.
BILL OF LADING MUST ACCOMPANY INVOICES
IMPORTANT
THE PURCHASE ORDER NUMBER MUST
APPEAR ON ALL INVOICES, SHIPPING

VENDOR # VENDOR S H
815Y-1

ZOOM VIDEO COMMUNICATIONS, INC.

55 ALMADEN

6TH FLOOR

SAN JOSE

ATTN: CARLO RODRIG REF# P10003635507

I BAYLEY CONSTRUCTION L L C

P 23101 LAKE CENTER DR SUITE 200

T LAKE FOREST

CA 926302898

O

PAPERS AND PACKAGES. PACKING SLIP
MUST ACCOMPANY SHIPMENT. INVOICE
EACH PURCHASE ORDER SEPARATELY.

P.O. NUMBER | VENDOR # | VEND. TELEPHONE NO. | P.O. DATE | SHIP DATE | DELIVERY DATE | PAYMENT TERMS
50-WCH91-D | 1815Y | 1888-799-9666 | 12/27/19 | | | NET 60

2. Payment

SHIPPING INSTRUCTIONS
DESTINATION

| SHIP VIA
| SEE ROUTING

| FREIGHT TERMS
| INGRAM

LINE | S | QUANTITY | UNIT | D.P. NO. | CPU/MFG I.D. NO. | DESCRIPTION | MEDIA | COST | EXTEN

3. End User Info

EU: BAYLEY CONSTRUCTION L L C
23101 LAKE CENTER DR SUITE 200
LAKE FOREST
CARLO RODRIGUEZ
2066218884
CA 9263000000

001 | | 3 | EA | 2DH402 | | 11YR ZOOM MEETINGS BUSINESS CAP | CLDS | 52.14 | 156

| PAR1-BIZ-BASE-NHLY | 100 PREPAY QTY 10-49

4. SKU / QTY

| EU#-004656073 BAYLEY CONSTRUCTI

| ON L
| MC#C

002

| ***NO AUTO RENEW***

5. Renewal terms

| BID #: 121919BAY

| SHIPPING DATE: 2/03/20

| ZONES INC

| 1102 15TH ST SW STE 102

| AUBURN WA 98001-6524

| EMILY LOCKHART

6. Reseller Info

12532053000
EMILY.LOCKHART@EZONES.COM
1000-3923550-X3F2R3

VENDORS PLEASE NOTE ANY CHANGES IN PRICE OR TERMS NEED APPROVAL BEFORE SHIPMENT

3

156

MERCHANDISE SHIPPED ON THIS PURCHASE ORDER NOT IN
AGREEMENT WITH THE SPECIFICS AS OUTLINED ABOVE WILL BE
RETURNED UNLESS PRIOR APPROVAL HAS BEEN OBTAINED
AUTHORIZED BY: ERWIN ALINSANGAN

**AMENDMENT NO. 03 TO
MASTER SERVICES AGREEMENT FOR GTA DIRECT SERVICES
CONTRACT NUMBER 98000-GTADirect Contract-4666-ZOO**

This Amendment No. 03 (the "Amendment No. 03") is made this 13 day of March, 2023, by and between the GEORGIA TECHNOLOGY AUTHORITY ("GTA") and ZOOM VIDEO COMMUNICATIONS, INC. ("Zoom" or "Service Provider").

WHEREAS, heretofore GTA entered into that certain Agreement for Services effective on October 1, 2020 (the "Agreement"), with respect to certain services to be provided to GTA by Contractor, as more particularly described therein, as amended by the following amendment collectively, the 98000-GTADirect Contract-4666-ZOO and all the Amendments hereinafter referred to as the "Agreement":

Amendment No. 01, entered into on March 23, 2021; and
Amendment No. 02, entered into on May 26, 2021.

WHEREAS, the parties wish to amend the Agreement to replace Exhibit 1 (Service Terms) to the standard Customer Purchase Agreement.

NOW, THEREFORE, in consideration of the promises, 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. **Service Terms.** The content of Customer Purchase Agreement "Zoom – Exhibit 3 Customer Purchase Agreement 98000-GTADirect-CONTRACT-4666-ZOO" of this Agreement is replaced in its entirety to update the Service Terms. The updated Customer Purchase Agreement is attached to this Amendment as Attachment 1 and is hereby incorporated into the Agreement by reference.
2. **Services.** The content of "Zoom - Exhibit 1 - Catalogue of Services, Service Levels, Pricing 98000-GTADirect Contract-4666-ZOO" of this Agreement is replaced in its entirety to update the Catalogue of Services. The updated Catalogue of Services, "Zoom - Exhibit 1 - Catalogue of Services, Service Levels, Pricing 98000-GTADirect Contract-4666-ZOO 11-29-22 GTA MASTER NEW 2022", is attached to this Amendment as Attachment 2 and is hereby incorporated into the Agreement by reference.
3. **Miscellaneous.**
 - a. **Definitions.** All capitalized terms used herein and not expressly defined herein shall have the respective meanings given to such terms in the Agreement.
 - b. **Successors and Assigns.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
 - c. **General Provision.** This Amendment may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument. This Amendment may be electronically or digitally signed, and any electronic or digital signatures appearing on this Amendment are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.
 - d. **Entire Agreement.** Except as expressly modified by this Amendment No. 03, 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. 03 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. 03 to be duly executed by their authorized representatives as of the date set forth above.

Georgia Technology Authority

Signature: DocuSigned by:
Mark Albright
C33497EBE4CB48B...

Zoom Video Communications, Inc.

Signature: DocuSigned by:
Deborah Gray
AA444A874F98427...

Name: Mark Albright
Title: Customer Experience Officer
Date: 3/13/2023

Name: Deborah Fay
Title: Deputy General Counsel
Date: Mar 14, 2023



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 will 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.
21. **Georgia Department of Administrative Services Addendum.** All Contractor’s Services acquired or used under this Addendum, including Customer’s use of Services is subject to the terms and conditions of the Georgia Department of Administrative Services form SPD-SP060 (“Contracting with State Entities (SPD-SP060)”), which may be viewed at: <https://doas.ga.gov/assets/State%20Purchasing/Stage%203%20Documents/SPD-SP060ContractingwithStateEntities.pdf>. If any conflict or inconsistency exists between or among provisions of the Contractor’s Customer Purchase Agreement and the provisions of the Contracting with State Entities (SPD-SP060), the provisions of the Contracting with State Entities (SPD-SP060) shall control.

EXHIBIT 1
(Service Terms)

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

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

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

"Host" means an individual who is an identified employee, contractor, or agent of Customer 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 Service Description, the Zoom website (www.zoom.us) and any additional description of the Services which may be incorporated into this Agreement.

"Zoom Meeting Services" means the various video conferencing, web conferencing, webinar, meeting room, screensharing, 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, nomadic interconnected VoIP services, provisioning of direct dial numbers, two-way voice calling and private branch exchange (PBX) functionality and related services that Customer may order on an Order Form.

B. Zoom Meeting Services. Zoom Meeting Services enable Hosts to schedule and start Meetings and to allow Participants to join Meetings for the purpose of collaborating using voice, video, and screensharing functionality. Every meeting will have 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 primary schools, secondary schools, school districts and school systems ("School Subscribers") to use Zoom Meeting Services for educational purposes. Zoom maintains policies and procedures designed to comply with applicable requirements of student privacy laws including, without limitation, GDPR and the Family Educational Rights and Privacy Act (FERPA) and applicable state laws (the "Privacy Laws"). The Privacy Laws may provide students or their parents with certain rights in their personal information. If Customer is a parent or student and has questions about the Privacy Laws or Customer's related rights, please contact Customer's school administration. If Customer is a "K-12 Account User" — meaning a teacher, principal, or other educator or school personnel authorized by a School Subscriber to use its K-12 Account — Customer represents and warrants that Customer has been duly authorized by Customer's School Subscriber to create an account, use the Zoom Meeting Services, and to agree to these contract terms. Customer further agrees to use Customer's account solely for educational purposes and solely for the benefit of Customer's School Subscriber and its students. If Customer is a K-12 Account User subject to U.S. or similar law, Customer consents, for itself and Customer's School Subscriber, to Zoom's collection, use and sharing of personal information of student End Users including those who are under the age of 16 in accordance with Zoom's K-12/Primary & Secondary Schools Privacy Statement and Customer instructs Zoom to process the personal data of student End Users in accordance with such policy. If Customer is a K-12 Account User subject to GDPR or similar law, Customer

determines the legal basis, means and purposes for processing the data, and instructs Zoom to process personal information of student End Users, including those who are children under the age 16, in accordance with Zoom's K-12/Primary & Secondary Schools Privacy Statement found at <https://zoom.us/docs/en-us/schools-privacy-statement.html>.

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.

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.

2. **Zoom Phone Service Provider.** Zoom is the provider of Zoom Phone Services to customers located outside the United States. Zoom Voice Communications, Inc. ("Zoom Voice") is the provider of Zoom Phone Services to customers located in the United States and sets the terms, conditions and rates for Zoom Phone Services.
3. **Description of Services.** Zoom Phone Services are cloud-based phone services that use voice over internet protocol (**VoIP**) to provide Customer with the following services and functionalities, as selected by Customer on an Order Form and subject to the Zoom Phone Service Additional Terms and Policies found at <https://zoom.us/legal>:
 - 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. **SMS Capabilities.** Zoom Phone Service supports basic SMS capabilities within the United States and Canada. It is the Customer's responsibility to confirm that any intended SMS use cases are supported in the Zoom Documentation.
 - e. **Additional Zoom Phone Features.** 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.
 - f. **Provision of Regulated Communications Services.** Zoom may rely on local providers to supply certain regulated communication services; for example: to enable Customer to place local calls within local jurisdictions and/or to connect with the local public switched telephone network (PSTN). Zoom's locally licensed Affiliates provide all telecommunications services offered to Customer within the countries in which such Zoom Affiliates are licensed. Zoom is responsible for all contracting, billing, and customer care related to those services.

4. **Zoom Phone Policies.** Customer acknowledges and agrees that additional Zoom Phone policies found at <https://zoom.us/legal> apply to Customer's use of Zoom Phone Services.
 5. **Emergency Calling (E911).** Customer acknowledges and agrees that if Zoom is the emergency service provider, then Customer has read and understood Zoom Voice Communications, Inc.'s Emergency Calling or 911 Customer Notification, found at www.zoom.us/legal. If Zoom is not the emergency service provider, then Customer's underlying carrier's emergency service or 911 notification policies apply.
 6. **Equipment.** Except as expressly provided through a Hardware Program, neither Zoom nor Zoom Voice supplies any devices or other equipment used in connection with the Zoom Phone Services. Zoom Voice does test certain devices and equipment to determine whether they are supported on the Zoom Phone platform (although it has not tested all possible devices and equipment available in the marketplace). A summary of devices and equipment to date that Zoom Voice has determined are supported by the Zoom Phone platform may be provided on request. Customer should consult with Zoom or Zoom Voice, as appropriate prior to deploying any other devices and equipment.
- E. **Zoom Rooms.** Zoom Rooms is a software-based conference room system that provides a collaboration experience for in-room and virtual participants including one-click to join meeting, wireless multi-sharing, interactive whiteboard, and intuitive room controls. Zoom Rooms include conference room specific features such as scheduling display, digital signage, and remote room management.
- F. **Zoom Hardware Program.** 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 subscription to the Zoom Meeting Services or Zoom Phone Services, as applicable, is required.
1. **Zoom Hardware as a Service.** 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 subscription for Zoom Meeting Services or Zoom Phone Services. Additional HaaS Program terms are found [here](#).
- G. **Zoom for Government.** Zoom for Government is the Zoom Meeting Services, Zoom Phone Services, Zoom Conference Room Connector, Zoom Rooms, Zoom Chat and Zoom APIs offered by Zoom in a FedRAMP-compliant cloud environment. Zoom for Government enables customers to leverage a limited version of the Services in a separate, FedRAMP-compliant cloud environment hosted in Amazon Web Services Government Cloud and Zoom's collocated data centers (e.g. in San Jose, CA and New York), independent of the Zoom's standard commercial cloud environment. Further features, functionality, and solutions are described at <https://www.zoomgov.com/>. Zoom Meeting Services and Zoom for Government are independent environments and, therefore, data cannot be exchanged between them including, without limitation, instant messaging data or chat data.
1. **FedRAMP Security Features.** Zoom for Government is authorized as a FedRAMP Moderate ATO. TLS 1.2 or greater is required.
 2. **FedRAMP Overview.** The Zoom for Government Platform unifies cloud video conferencing, a cloud phone system, messaging, simple online meetings, and a software-defined conference room solution into one easy-to-use platform. Zoom for Government is a separate FedRAMP Moderate-authorized cloud environment from the standard Zoom platform. Zoom for Government is operated exclusively by US Persons, and is located exclusively in CONUS in the AWS GovCloud and two US-based data centers. Zoom for Government has numerous additional certifications and attestations, including: DOD Impact Level 2, FIPS 140-2, HIPAA, and several accessibility-related attestations. The solution offers video, audio, phone, chat, and wireless screen-sharing across Windows, Mac, Linux, Chrome OS, iOS, Android, Blackberry, Zoom Rooms, and H.323/SIP room systems. Zoom Products include:
 - i. **Zoom Cloud Video Conferencing.** A cloud-based collaboration service which includes video, audio, content sharing webinars and collaboration.
 - ii. **Zoom Phone.** A cloud-based phone system with traditional PBX features, integrated PSTN connectivity, enhanced emergency services, and support for calling from mobile apps, desktop apps, and legacy desk phone devices.

- iii. **Zoom Chat.** Send chat messages in public or private channels organized by projects, teams, or topics with the ability to share files, emojis, screenshots, and more.
 - iv. **Zoom Rooms.** Software-based group video conferencing for conference and huddle rooms that run off-the-shelf hardware including a dedicated MAC or PC, camera, and speaker with an iPad controller.
 - v. **Zoom Conference Room Connector.** A gateway allowing H.323 and Session Initiation Protocol (SIP) systems to connect to Zoom meetings. Conference Room Connector is available in both cloud computing and as software (VM) for installation on the customer premise.
 - vi. **Zoom Meeting Connector.** A software (VM) version of the Zoom Cloud infrastructure intended for installation on the customer premise.
 - vii. **Zoom API.** Provides the ability for developers to easily add Video, Voice and Screen Sharing to your application. Our API is a server side implementation designed around REST. The Zoom API helps manage the pre-meeting experience such as creating, editing and deleting resources like users, meetings and webinars.
- H. Zoom Marketplace.** The Zoom App 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”) or Zoom that are interoperable with Zoom Services, and make them available from both mobile and desktop client apps. Access to and use of the Zoom App Marketplace is governed by the Zoom App Marketplace Terms of Use (https://zoom.us/docs/en-us/marketplace_tou.html). Zoom for Developers (available at <https://developer.zoom.us>) is governed by the Zoom API License and Terms of Use (https://zoom.us/docs/en-us/zoom_api_license_and_tou.html) and Marketplace Developer Agreement (https://zoom.us/marketplace_developer_agreement). Zoom does not warrant or provide support for Publisher’s 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 (as defined in the Zoom App Marketplace Terms of Use) 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. Customer should contact the Publisher for support or questions. Zoom makes no representations and disclaims all warranties, express or implied, regarding Apps and reserves the right to remove an App from the Marketplace at any time, in its sole discretion.
- I. Zoom Events.** Zoom Events is cloud-based software that enables Customers to host virtual events, including with a variety of registration and built-in ticketing options, attendee networking features, and the use of Zoom Meetings and Webinars for the event, among other things. Use of the Zoom Events software is subject to the Zoom Events Host Terms of Use (https://explore.zoom.us/en/zoom_events_host_tou/). Attendance at a virtual event hosted using Zoom Events is subject to the Event Participant Terms of Use (https://explore.zoom.us/en/event_participant_tou/).
- J. Managed Domains.** Zoom permits Customers to reserve domains associated with their enterprise and to manage any accounts that are subscribed to Zoom using that domain (“Managed Domain Customer”). Customer may only associate to the Zoom Services domain(s) that they own or are legally entitled to associate for use with the Services. In the event that a Zoom account is created or exists on the reserved domain, but is not authorized by the Managed Domain Customer (the “Non-Managed Domain Account”), the person using or creating such Non-Managed Domain Account will be notified that the domain is reserved for the Managed Domain Customer and will be requested to change the domain associated with the Non-Managed Domain Account. If the person using or creating such Non-Managed Domain Account does not change the domain within the period specified, that person will be deemed to have consented to the Non-Managed Domain Account being added to the Managed Domain Customer and to have further consented for all data associated with the Non-Managed Domain Account to be shared with the Managed Domain Customer.
- K. RESERVED.**

L. **Zoom IQ.**

1. **Definitions.**

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

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

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

Participants regarding the recording, monitoring, collection and use of Zoom IQ Data by Customer, Zoom, and others.

8. **Updated Version of Zoom.** Customer acknowledges that in order to receive the full benefit of Zoom's security and notification features, Customer and Customer's End Users must update the client application with Zoom's most recent version available.
- M. **Zoom Workspace Reservation.** Zoom Workspace Reservation is a service that enables the management of physical spaces with tools for customers to reserve and manage their workspace utilization by connecting users to workspaces. Workspace Reservation includes, among other functionality, the ability: to reserve workspaces in advance, upon arrival using a kiosk, or directly at the workspace; to make recommendations on workspaces to reserve; to set-up and view floor maps; and to analyze data on the utilization of workspaces.
- N. **Zoom Node.** Zoom Node is a cloud-based hybrid platform installed on Customer's premises which integrates Customer's data center servers with Zoom's cloud and enables the deployment of certain Zoom hybrid services.
 1. **Zoom Phone Hybrid.** Zoom Phone Hybrid is an add-on service for Zoom Phone Services, which when combined with Zoom Node allows Customer to continue utilizing certain Zoom Phone Services in the event of an internet service disruption between the Customer's network and Zoom's data center. Customer's access to Zoom Phone Hybrid requires a corresponding subscription to Zoom Node and Zoom Phone Services.
- O. **Customer Managed Key Service.** Customer Managed Key Service is an advanced security service, which allows Customers to encrypt and decrypt certain Customer Content stored by Zoom using cryptographic keys provided and maintained by an external Key Management Service ("KMS"). KMS means a managed system obtained by Customer from a third party provider enabling Customer to create and control certain cryptographic keys. KMS is not a Zoom Service and must be purchased separately from Zoom's Customer Managed Key Service from a provider supported by Zoom.
 1. **Corresponding License.** Customer's access and use of Customer Managed Key Service requires a corresponding subscription to Zoom Meeting Services, Zoom Phone Services, Zoom Rooms and/or Zoom Events. In the event such underlying Zoom Meeting Services, Zoom Phone Services, Zoom Rooms and/or Zoom Event subscription for which Customer Managed Key Service is used expires or is terminated for any reason, Customer's access to the Customer Managed Key Service for the corresponding license will also terminate and Customer will be billed for any unpaid Customer Managed Key Service Charges or fees. Except as explicitly provided otherwise, all Customer Managed Key Service payment obligations are non-cancelable and all amounts paid are non-refundable.
 2. **KMS.** Zoom is not liable or responsible for any act or omission of any KMS provider, any operation of KMS or Customer's utilization thereof, including the access, modification, or deletion of Customer Content attributable to said KMS, regardless of whether Zoom's Customer Managed Key Service supports any such KMS. Customer remains solely responsible at all times for configuring and maintaining the KMS used in conjunction with Customer Managed Key Service. Customer acknowledges and agrees that Customer's access and use of Customer Managed Key Service requires Customer to: (1) set up and maintain a set of identical cryptographic keys in no less than two data centers located in separate geographic regions; and (2) configure and maintain KMS to ensure Zoom may access Customer's cryptographic keys as needed to provide the Customer Managed Key Service. Zoom is not liable for Customer's failure to meet the foregoing requirements, which may result in loss or degradation of certain Services, including but not limited to the loss of ability to use, record, view or participate in Zoom Meeting Services, Zoom Phone Services, Zoom Rooms, Zoom Events and related features.

ATTACHMENT 2

**Catalogue of Services, Service Levels, Pricing 98000-GTADirect Contract-4666-ZOO 11-29-22 GTA
MASTER NEW 2022**