

MASTER PROOF OF CONCEPT AND TRIAL AGREEMENT

This Master Proof of Concept and Trial Agreement (the “**Agreement**”) is entered into as of [REDACTED], 202 [REDACTED] (the “**Effective Date**”) by and between Zoom Video Communications, Inc., with its principal place of business at 55 Almaden Blvd, Suite 600, San Jose, California 95113 (“**Zoom**”) and [REDACTED], a [REDACTED] corporation having its principal place of business at [REDACTED] (“**Vendor**”). Zoom and Vendor are sometimes referred to herein individually as a “**Party**” or, collectively, the “**Parties**.”

RECITALS

From time-to-time, Vendor may provide Zoom with certain services and/or products, including, without limitation, software, equipment or hardware (the “**Products**”), as described in Trial Orders attached to Exhibit A (Trial Orders), for purposes of evaluating such Products for potential use by Zoom (the “**Trial**”). Zoom desires to participate in such Trials for purposes of evaluating the performance and functionality of the Products and determining whether the Products meet Zoom’s requirements. The Parties agree and acknowledge that participation in such Trials, whether or not successful, will not obligate Zoom to enter into any other or additional agreements with Vendor and, in particular, purchase any Products. This Agreement is comprised of the terms and conditions set forth herein and any and all Trial Orders attached to Exhibit A (Trial Orders) that the Parties may agree upon that make reference to this Agreement. When used herein the term “**Agreement**” is meant to include any and all of the foregoing.

AGREEMENT

In consideration of the foregoing Recitals (which are incorporated herein) and the mutual covenants and agreements contained herein, the Parties hereto agree as follows:

1. **TERM AND TERMINATION.** This Agreement shall be effective as of the Effective Date and continue until terminated as provided herein (the “**Term**”). Zoom may terminate this Agreement or a particular Trial immediately upon written notice to Vendor. The individual Trials shall have the term set forth in the relevant Trial Orders.

2. **FEES AND COSTS.** The fees for Zoom’s participation in the Trial shall be as set forth in the Trial Order. Except as provided in the Trial Order, there are no other fees, costs, or expenses to be paid by Zoom to Vendor in connection with this Agreement or the Trials and Products.

3. **TRIAL ORDER(S).** During the Term of this Agreement, Zoom shall trial the Products pursuant to the terms agreed to by the Parties in the applicable Trial Order(s) that make reference to this Agreement. Trial Orders that make reference to this Agreement, whether attached at the time of execution hereof, or subsequent thereto, shall become valid and enforceable when executed by the Parties. If a conflict arises between the terms and conditions of this Agreement and a Trial Order or other attachment, exhibit, or schedule hereto, except with regard to an express amendment to this Agreement, this Agreement shall control. Trial Orders shall be mutually agreed between the Parties and, unless otherwise agreed between the Parties, Trial Orders shall be substantially in the form set forth in Exhibit A hereto.

4. **LICENSE AND LIMITATIONS.** Vendor hereby grants Zoom a non-exclusive, royalty free license to use the Products during the applicable Trial for the purposes set forth herein and in the applicable Trial Order. Zoom shall not rent, sell, assign, lease, sublicense, or otherwise transfer or encumber the Products. Zoom shall not derive or attempt to derive the source code, source files, or structure of all or any portion of the Products by reverse engineering, disassembly, decompilation, or any other means. On termination of this Agreement or a Trial, Zoom shall return the relevant Products to Vendor. Except for the limited license granted above, Vendor reserves all right, title, and interest in and to the Products, including all intellectual property rights therein.

5. **PRODUCT EVALUATION AND TESTING.** During a Trial, Zoom may evaluate and test the Products using such methods as Zoom deems appropriate.

6. **CONFIDENTIALITY.** Each Party may disclose to the other certain non-public information or materials relating to a Party’s products, intellectual property, business, marketing programs and efforts, personally identifiable information of the Party’s personnel and customers, and other confidential information and trade secrets (“**Confidential Information**”). Confidential Information does not include information that: (a) is or becomes publicly available through no breach by the receiving Party of this Agreement; (b) was previously known to the receiving Party prior to the date of disclosure, as evidenced by contemporaneous written records; (c) was acquired from a third party without any breach of any obligation of confidentiality; (d) was independently developed by a Party hereto without reference to Confidential Information of the other Party; or (e) is required to be disclosed pursuant to a subpoena or other similar order of any court

or government agency, provided, however, that Party receiving such subpoena or order shall promptly inform the other Party in writing and provide a copy thereof, and shall only disclose that Confidential Information necessary to comply with such subpoena or order. Except as expressly provided herein, the receiving Party will not use or disclose any Confidential Information of the disclosing Party without the disclosing Party's prior written consent, except disclosure to and subsequent uses by the receiving Party's employees or consultants on a need-to-know basis, provided that such employees or consultants have executed written agreements restricting use or disclosure of such Confidential Information that are at least as restrictive as the receiving Party's obligations under this Section. The receiving Party agrees to use at least the same care and precaution in protecting such Confidential Information as the receiving Party uses to protect the receiving Party's own Confidential Information, and in no event less than reasonable care. Each Party acknowledges that due to the unique nature of the other Party's Confidential Information, the disclosing Party will not have an adequate remedy in money or damages in the event of any unauthorized use or disclosure of its Confidential Information. In addition to any other remedies that may be available in law, in equity or otherwise, the disclosing Party shall be entitled to seek injunctive relief to prevent such unauthorized use or disclosure. If Vendor becomes aware of any unauthorized disclosure of Zoom's Confidential Information, Vendor will immediately notify Zoom at tprm@zoom.us.

7. **INTELLECTUAL PROPERTY INDEMNITY.** At Vendor's expense as described herein, Vendor agrees to defend, indemnify, and hold harmless Zoom and its directors, officers, agents, employees, Affiliates, subsidiaries and successors in interest from and against any claim, action, proceeding, liability, loss, damage, cost, or expense, including, without limitation, attorneys' fees, arising out of any claim that Zoom's authorized use of any Products as permitted under this Agreement infringes upon or otherwise violates any patent, copyright, trade secret, trademark, or other proprietary right of a third party by paying all amounts that a court awards or that Vendor agrees to in settlement of such claim(s) as well as any and all expenses or charges arising from such claim(s) (including reasonable attorney's fees) as they are incurred by Zoom or any other Party indemnified under this Section. To qualify for such indemnity and defense under this Section, Zoom must: (i) give Vendor prompt written notice of the potential liability or claim; and (ii) allow Vendor to control, and fully cooperate with the other Party in, the defense and all related negotiations. Vendor shall not enter into any stipulated judgment or settlement that purports to bind Zoom without Zoom's prior express written authorization, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Vendor shall have no indemnity obligation for infringement claims to the extent caused by (i) specifications provided by Zoom; or (ii) use of the Products in combination with software and/or hardware that are not approved or provided by Vendor.

8. **LIMITATION OF LIABILITY.** EXCEPT FOR VENDOR'S INDEMNITY OBLIGATIONS HEREUNDER AND FOR BREACH OF SECTION 6 (CONFIDENTIALITY), (A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) SHALL NOT EXCEED THE TOTAL FEES, IF ANY, PAID HEREUNDER BY ZOOM UNDER THE TRIAL ORDER AS TO WHICH THE LIABILITY ARISES.

9. **REPRESENTATIONS AND WARRANTIES.** Vendor represents and warrants that: (a) Vendor has the full power to enter into and perform this Agreement and to make the grant of rights contained herein; (b) to the best of Vendor's knowledge as of the Effective Date, Zoom's authorized use of the Products will not infringe the intellectual property rights of any third party; and (c) Vendor has taken every commercially reasonable precaution to ensure and to the best of Vendor's knowledge, the Products to be trialed hereunder and installed by Zoom on, or used by Zoom with Zoom equipment, software or devices, do not contain any virus or similar code that may destroy, modify, alter, or cause the destruction, modification or alteration, in whole or in part, of any of the Zoom equipment, devices or software. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, OR TITLE/NONINFRINGEMENT AND ALL SUCH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED. IN PARTICULAR, ZOOM MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING WHETHER IT WILL ENTER INTO ANY OTHER CONTRACTS WITH VENDOR OR PURCHASE ANY OF VENDOR'S PRODUCTS.

10. GENERAL.

10.1 Independent Development. Nothing in this Agreement will limit Zoom's right to develop and offer products and services that are the same as or similar to the Products with or without Vendor, provided such products

and services are not based on or derived from the Products. Nothing contained herein shall be construed as granting Vendor any right, title, or interest in or to any of Zoom’s intellectual property or Confidential Information.

10.2 Independent Contractors. Vendor is an independent contractor and is not an agent or employee of, and has no authority to bind, Zoom by contract or otherwise. It is not the intention of this Agreement or of the Parties to confer a third party beneficiary right of action upon any third party or entity whatsoever, and nothing in this Agreement will be construed so as to confer upon any third party or entity other than the Parties hereto a right of action under this Agreement or in any manner whatsoever.

10.3 Waiver/Severability. Any waiver, in whole or in part, of any provision of this Agreement will not be considered to be a waiver of any other provision. If any term of this Agreement is found to be unenforceable or invalid for any reason, all other terms will remain in full force and effect.

10.4 Construction. All headings used in this Agreement are for reference purposes only and are not part of this Agreement. Neither this Agreement nor any Trial Order will be construed in favor or against either Party by reason of the authorship of any provisions hereof.

10.5 Entire Agreement. This Agreement, as to its subject matter, exclusively and completely states the rights, duties and obligations of the Parties and supersedes all prior and contemporaneous representations, letters, proposals, discussions and understandings by or between the Parties. This Agreement may only be amended in a writing signed by both Parties. The Parties, by their representatives signing below, agree with the terms of this Agreement. In particular, no shrink-wrap, click-wrap, or other terms and conditions or agreements (“**Additional Terms**”) provided with any products or software hereunder shall be binding on Zoom, even if use of such products and software requires an affirmative “acceptance” of those Additional Terms before access is permitted. All such Additional Terms shall be of no force or effect and shall be deemed rejected by Zoom in their entirety.

10.6 No Publicity. Vendor will not make any media release or other public announcement, including, but not limited to, social media postings, relating to or referring to this Agreement without Zoom’s prior written consent.

10.7 Governing Law; Venue. The interpretation and enforcement of this Agreement shall be governed by the law of the State of California without reference to its choice of law rules. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal courts (if permitted by law and a Party elects to file an action in federal court) located in Santa Clara, California. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this Section. Each Party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or theory or to object to venue with respect to any proceeding brought in accordance with this Section.

10.8 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given if delivered personally or by an internationally recognized courier service or, if between Parties located in the United States, mailed by U.S. registered or certified mail, return receipt requested, postage prepaid, to the Parties at the addresses set forth herein. All notices under this Agreement that are addressed as provided in this Section, (a) if delivered personally or by a nationally recognized courier service, will be deemed given upon delivery, or (b) if delivered by mail in the manner described above, will be deemed given on the relevant Party’s receipt of the notice. All notices shall be sent by certified mail or by personal delivery, to the following addresses:

If to Zoom:

Zoom Video Communications
55 Almaden Blvd #600
San Jose, CA, 95113
Attention: Head of Purchasing
With a copy to its Legal Dep’t. at the same address.

If to Vendor:

Insert Address

Attention: [_____]

Either Party may change its address or designee for notification purposes by giving notice to the other of the new address or designee and the date upon which such change will become effective.

10.9 Legal Fees. If any dispute arises between the Parties with respect to the matters covered by this Agreement which leads to a proceeding to resolve such dispute, the prevailing Party in such proceeding will be entitled to receive its reasonable attorneys' fees, expert witness fees and out-of-pocket costs incurred in connection with such proceeding, in addition to any other relief it may be awarded.

10.10 Agreement Drafted By All Parties. This Agreement is the result of arm's length negotiations between the Parties and shall be construed to have been drafted by all Parties such that any ambiguities in this Agreement shall not be construed against either Party.

10.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the Parties as of the Effective Date at such time as all the signatories hereto have signed a counterpart of this Agreement.

10.12 Electronic Signatures and Facsimiles - Binding. This Agreement and associated Trial Orders and related documents may be accepted in electronic form (e.g., by an electronic or digital signature or other means of demonstrating assent) and Vendor's acceptance will be deemed binding between the parties. Vendor acknowledges and agrees it will not contest the validity or enforceability of this Agreement and associated Trial Orders and related documents, including under any applicable statute of frauds, because they were accepted and/or signed in electronic form. Vendor further acknowledges and agrees that it will not contest the validity or enforceability of a signed facsimile copy of this Agreement and associated Trial Orders and related documents on the basis that it lacks an original handwritten signature. Facsimile signatures shall be considered valid signatures as of the date hereof. Computer maintained records of a Party when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.

10.13 Survival. The provisions of Sections 6 (Confidentiality), 8 (Limitation of Liability), and 10 (General) shall survive termination or expiration of this Agreement.

[Remainder of page intentionally left blank; signature page follows]

By the signature of its respective authorized representative, each of the Parties agrees to be bound by its terms.

VENDOR

Zoom Video Communications, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

TRIAL ORDER NO. 1

This Trial Order, effective as of the Start Date set forth below, is a part of and incorporated into the Master Proof of Concept and Trial Agreement (“**Agreement**”) between Zoom Video Communications, Inc. (“**Zoom**”) and [REDACTED] (“**Vendor**”), dated [REDACTED], 201[REDACTED]. Capitalized terms not defined in this Trial Order are as defined in the Agreement. In the event of any conflict between the Agreement and this Trial Order, the terms of the Agreement shall govern.

1. Contacts.

Vendor Representative: _____
Address: _____

Telephone number: _____
Email address: _____

Zoom Representative: _____
Address: _____

Telephone number: _____
Email address: _____

2. Start Date: _____

Choose one: (a) Fixed Completion Date: _____
(b) Estimated Completion Date: _____

3. Products for Trial:

4. Location of Trial:

VENDOR

Zoom Video Communications, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____