

**SCHOOL BOARD OF BREVARD COUNTY, FLORIDA  
BOARD AGENDA ITEM – August 9, 2022**

DEPARTMENT/SCHOOL INITIATED AGREEMENT

22-855-A-WH - Zoom

<input type="checkbox"/> (BW) Bids Waived <span style="margin-left: 150px;"><input checked="" type="checkbox"/> (A) Agreement</span>
--

REQUESTOR: Education Technology

Legal Review Required:  Yes  No

Standard Template Used with No Changes:  Yes  No

Standard Template Type: N/A

VENDOR NAME	AMOUNT AWARDED	REQUIRED PRODUCTS/SERVICES
Zoom Video Communications Inc.	\$69,000.00	Education Annual Licenses
<b>Total</b>	\$69,000.00	

<input type="checkbox"/> Contract Renewal	<b>New Contract Amount</b>	\$69,000.00
<input checked="" type="checkbox"/> Recurring Contract	<b>Previous Contract Amount</b>	\$66,000.00
<input type="checkbox"/> New Contract	<b>Variance</b>	\$3,000.00

**PRICE INCREASE / DECREASE EXPLANATION:** The 4.5% increase is consistent with the industry standards for annual renewals.

**DISCUSSION:**

The attached agreement will support the one-year purchase of Zoom EDU licenses for BPS teachers and staff. Zoom provides video communications that the District has been using to facilitate remote meeting needs. The upgraded features supplied through the purchase of the Zoom EDU platform support elevated meeting security, provide enhanced meeting management tools, and allow for District configuration, monitoring, and reporting of usage.

A revised vendor-provided agreement was reviewed and approved by Legal Services on August 2, 2022 except for the public records information paragraph.

**CONTRACT TERM:**

The initial contract term shall commence August 5, 2022 and continue until August 4, 2023.

**RECOMMENDATION:**

It is the recommendation of Russell Cheatham, Assistant Superintendent of Educational Technology and Dawn Bronstein, Manager of Instructional Technology, to approve the attached agreement with Zoom in the amount of \$69,000.00.

**AUTHORITY FOR ACTION:**

Florida Administrative Code 6A-1.012 (11) (b)



**Order Form Number:** Q1442894  
**Valid Until:** 08/05/2022

**Zoom Video Communications Inc. ('Zoom')**  
55 Almaden Blvd, 6th Floor  
San Jose, CA

<p><b>Billed To</b></p> <p><b>Customer:</b> Brevard Public Schools <b>Contact Name:</b> Dawn Bronstein 2700 JUDGE FRAN JAMIESON WAY VIERA, Florida 32940, United States <b>Email Address:</b> bronstein.dawn@brevardschools.org <b>Phone:</b> 321.633.1000 x11772</p>	<p><b>Sold To</b></p> <p><b>Customer:</b> Brevard Public Schools <b>Contact Name:</b> Dawn Bronstein 2700 JUDGE FRAN JAMIESON WAY VIERA, Florida 32940, United States <b>Email Address:</b> bronstein.dawn@brevardschools.org <b>Phone:</b> 321.633.1000 x11772</p>
<p><b>Auto Renew:</b> Yes <b>Initial Paid Subscription Term:</b> 12 Month <b>Renewal Subscription Term:</b> 12 Month <b>Paid Period Start Date:</b> 08/05/2022</p>	<p><b>Billing Method:</b> Email <b>Currency:</b> USD <b>Payment Term:</b> Net 30</p>

This Zoom Order Form and any other Order Forms that reference this Order Form are governed by Zoom Terms of Service found at <http://www.zoom.us/terms> (unless Customer and Zoom have entered a written governing Master Subscription Agreement, in which case such written agreement will govern).

SERVICE	BILLING PERIOD	QUANTITY	PRICE	TOTAL
Education Annual	Annual	6000	USD 11.50	USD 69,000.00

<b>(Before Taxes)</b>	
<b>Annual Payment:</b>	<b>USD 69,000.00</b>

Payment Schedule Summary (Before Taxes)
First Payment: USD 69,000.00
Annual Recurring Payment: USD 69,000.00 (At the beginning of the Second Year)

Other Terms & Notes
<p><b>Named Host</b> - means any licensed (subscribed) host who may host an unlimited number of meetings during the Term using the Service. Any meeting will have at least one Named Host. Unless Customer has purchased an extended capacity, the number of participants (participants do not require a license) will not exceed 300 per meeting. Named Host license (subscription) may not be shared or used by anyone other than the individual to whom the Named Host license (subscription) is assigned.</p> <p><b>Zoom EDU</b> licenses (subscriptions) are intended for student and faculty and pedagogical interaction within a classroom environment, or the administration thereof and may not be used for any commercial purpose. Zoom EDU licenses (subscriptions) may not be purchased by hospitals, medical centers, clinics, or other affiliated organizations not specifically involving student and faculty and pedagogical interactions within a classroom environment or the administration thereof.</p> <p><b>Fees</b> - The fees for the Services, if any, are described in the Order Form. The actual fees may also include overage amounts or per use charges for audio and/or cloud recording in addition to the fees in the Order, if such use is higher than the amounts described in the Order, and you agree to pay these amounts or charges if you incur them. Invoicing for Services begins on the first day that the service is available for use by the Customer and monthly thereafter for the duration Term, except for annual pre-pay option which is invoiced once in the first month of the annual term. Amendment orders will co-term with the existing subscription term end date. Invoices are pro-rated from paid period start date to base subscription end date. Purchase order, if any, issued in connection with this order should reference the above order form number. Commitments not utilized by the Customer during the month for which they are committed may not be carried forward into any subsequent month or term.</p> <p>All prices shown for Zoom and Zoom Phone services are exclusive of indirect taxes (e.g., U.S. state and local taxes, VAT, GST, and HST or any other consumption taxes), digital taxes and environmental taxes to the extent they apply.</p> <p><i>Professional Services, if purchased, will be presented in a separate Order Form.</i></p>

Accepted and agreed as of the date specified below by the authorized representative of Customer

<b>Signature:</b>
<b>Print Name:</b> Misty Belford, Chairperson
<b>Date:</b>
<b>Zoom Service Effective Date: 08/05/2022</b>
<b>PO # (If Applicable):</b>
<b>VAT # (If Applicable): 85-8012621745c-3</b>

The Services will be activated within 48 hours of order signature or Zoom Service Effective Date, whichever is later.

*If a PO# is required for processing the invoice related to this order, please provide a PO with this order. If issuance of PO is delayed, please provide a PO within 5 days of the service effective date via email to [purchase-orders@zoomus.zendesk.com](mailto:purchase-orders@zoomus.zendesk.com). Notwithstanding the foregoing, the period for payment shall commence as of the applicable invoice date. Such payment period shall not restart based on any delays in issuing a Purchase Order or any procurement process.*

**ZOOM VIDEO COMMUNICATIONS  
MASTER SUBSCRIPTION AGREEMENT**

This Master Subscription Agreement (this "**Agreement**") is effective August 10, 2022 ("**Effective Date**") between The School Board of Brevard County, Florida ("**Customer**"), and Zoom Video Communications, Inc. and its Affiliates ("**Zoom**") for Customer's use of the Services (defined below) to which Customer has subscribed as specified in one or more Zoom order form(s) ("**Order Form**"). Additional terms may also be set forth in the Order Forms or on Exhibits to this Agreement. In the event of a conflict between the Agreement and an Order Form, the conflicting term(s) in the Order Form will not be considered an amendment to the Agreement but the conflicting term(s) in the Order Form will only apply to that individual order.

1. **Definitions.** The following definitions will apply in this Agreement and the Order Forms, and any reference to the singular includes a reference to the plural and vice versa. Service specific definitions are found on Exhibit A.

"**Affiliate**" means, with respect to a party, any entity that directly or indirectly controls, is controlled by or is under common control with that party. For purposes of this Agreement, "control" means an economic or voting interest of at least fifty percent (50%) or, in the absence of such economic or voting interest, the power to direct or cause the direction of the management and set the policies of such entity.

"**Agreement**" means this Master Subscription Agreement, together with all Exhibits and all Order Forms entered into pursuant to this Master Subscription Agreement, each of which is incorporated herein by reference.

"**Charges**" is defined in Section 5.

"**Claim**" is defined in Section 15.1.

"**Confidential Information**" is defined in Section 8.

"**Customer Content**" is defined in Section 4.2.

"**Customer Data**" is defined in Section 4.1.

"**Downtime**" means the Services were not available to the Internet due to causes within the reasonable control of Zoom other than scheduled maintenance performed between the hours of 11 pm and 3 am PT. Downtime does NOT include any inability of Customer to access the Services caused by third parties outside of the control of Zoom (such as internet service providers, network service providers or telecommunications service providers) or caused by Customer hardware, software, systems or networks.

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

"**Initial Subscription Term**" means the initial subscription term for a Service as specified in an Order Form.

"**Laws**" means all U.S. or non-U.S. national, regional, state, provincial or local laws, statutes, rules, regulations, ordinances, administrative rulings, judgments, decrees, orders, directives, policies, or treaties applicable to Zoom's provision and Customer's use of the Services.

"**Order Form**" is defined in the Preamble.

"**Service Effective Date**" means the date that 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.

"**School Subscriber**" is defined in Exhibit A.

"**Services**" means the Zoom Meeting Services and/or Zoom Phone Services described in Exhibit A to which Customer has subscribed as specified in one or more Zoom Order Form(s).

"**Taxes and Fees**" and "**Taxes or Fees**" means all applicable sales, use, environmental or regulatory taxes, VAT, fees, duties (including customs duties), charges, surcharges or assessments levied on the provision of Services to Customer (exclusive of any income tax imposed on Zoom).

"**VAT**" means any value added tax, including any value added tax, and any other tax of a similar nature, whether imposed in a Member State of the European Union in substitution for, or levied in addition to, such tax, or imposed elsewhere, any

Goods and Services Tax, PIS/COFINS, any similar indirect Tax or any Tax analogous thereto imposed in connection with, or otherwise relating to, the Services rendered by Zoom to Customer.

“**Withholding Taxes**” means any non-U.S. income tax, digital service tax, equalization levy or other similar tax on gross revenues or net income imposed by any non-U.S. government.

## 2. **Access, Use, Customer Responsibility.**

2.1. **Right to Use.** Zoom hereby grants to Customer a non-exclusive, non-transferable right for Customer to use the Services, subject to the terms and conditions of this Agreement for the Initial Subscription Term and any Renewal Term as specified in the Order Form. Zoom reserves the right to enhance or modify features of the Services but will not materially reduce the core functionality or discontinue any Services without providing prior written notice to Customer. Customer will receive standard updates to the Zoom Services that are made generally available by Zoom during the term specified in the Order Form. However, Zoom reserves the right to offer additional functionality or premium feature improvements for an additional cost. All rights not expressly granted herein are reserved by Zoom and its licensors.

2.2. **Beta Versions.** Zoom or its Affiliates may, from time to time, offer access to services that are classified as Beta version (i.e., a version that is not generally available). 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’s use of a Beta version is at the sole risk of the Customer.

2.3. **Customer Use and Responsibility.** Customer may only use the Services pursuant to the terms of this Agreement and all use must conform to Zoom’s Privacy Statement, Community Standards, and to the use limits imposed by the purchased plan level. Customer is solely responsible for its and its End Users use of the Services and shall abide by, and ensure compliance with, all Laws in connection with its and each End User’s use of the Services, including but not limited to Laws related to recording, intellectual property, privacy and export control/economic sanctions.

2.4. **Prohibited Use; Notification of Unauthorized Use.** Customer shall not use, and shall not permit any End User to use, the Services to: (a) modify, disassemble, decompile, prepare derivative works of, reverse engineer or otherwise attempt to gain access to the source code of the Services; (b) knowingly or negligently use the Services in a way that abuses, interferes with, or disrupts Zoom’s networks, Customer accounts, or the Services; (c) engage in activity that is illegal, fraudulent, false, or misleading, (d) transmit through the Services any material that may infringe the intellectual property or other rights of third parties; (e) build or benchmark a competitive product or service, or copy any features, functions or graphics of the Services; or (f) use the Services in violation of Zoom’s Community Standards or any other policy referenced herein, or any applicable Law. Customer shall notify Zoom immediately if it becomes aware of any unauthorized use of any password or account or any other known or suspected breach of security or misuse of the Services. If Customer becomes aware of any violation of this Agreement in connection with use of the Services by any person, Customer may contact Zoom at [violation@zoom.us](mailto:violation@zoom.us). Zoom will investigate any complaints of violations that come to its attention and may take any action that it believes is appropriate, in its sole discretion, including, but not limited to, issuing warnings, removing content, suspending services, or terminating accounts and/or End User profiles.

3. **Intended Use; Restrictions on Use by Children; No Commercial Transfer.** The Services are intended for business use. Customer may choose to use the Services for other purposes, subject to the terms and conditions of this Agreement. Zoom is not intended for use by individuals under the age of 16, unless it is through a School Subscriber using Zoom for Education (K-12). Individuals under the age of 16 may not create accounts or use the Services except as described herein. Customer may not sublicense, sell, resell, transfer, assign, distribute, use on a timeshare or service bureau basis, or charge fees to other parties for use of the Services.

## 4. **Customer Data and Content; Responsibility for Use.**

4.1. **Customer Data.** Customer Data is information provided to Zoom so that Zoom can fulfill the terms of the Agreement and provide access to the Services (e.g., Company name, billing address, taxpayer ID number, VAT registration number, contact name and information). Customer is solely responsible for the accuracy of Customer Data, and Zoom has no liability whatsoever for errors and omissions in Customer Data.

4.2. **Customer Content.** Customer Content is any data or content originated by Customer, or an End User, and stored or transmitted using the Services. Customer Content includes files, documents, recordings, chat logs, meeting subject and attendees, transcripts, and any other information Customer or End Users may upload into the Services in connection with the use of the Services. Zoom collects and processes Customer Content only at the direction of Customer and for no other purposes than the provision of Services hereunder. As between Customer and Zoom, Customer shall retain ownership of all Customer Content. For the avoidance of doubt, in no event shall Zoom be a Data Controller, as defined

in the GDPR, or the substantial equivalent of a Data Controller under any Law. For purposes of Section 8 below, Customer Content is not “disclosed” to Zoom.

- 4.3. Customer Responsibility for Customer Content.** As between Zoom and Customer, Customer is solely responsible for the use of the Customer Content and compliance with all Laws pertaining to the Customer Content, including, but not limited to, Laws requiring Customer to obtain the consent of a third party to use the Customer Content and to provide appropriate notices of third-party rights. Customer grants to Zoom a limited right to modify, reproduce and distribute the Customer Content, solely in connection with providing the Services. Customer represents and warrants that it has the right to upload the Customer Content to Zoom and that such use does not violate or infringe on any rights of any third party. Under no circumstances will Zoom be liable in any way for any (a) Customer Content that is transmitted or viewed while using the Services, (b) errors or omissions in Customer 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 Customer Content.
- 4.4. Zoom Obligations for Customer Content.** Zoom will maintain reasonable physical and technical safeguards to prevent unauthorized disclosure of or access to Customer Content, in accordance with industry standards. Zoom will notify Customer if it becomes aware of unauthorized access to Customer Content. Zoom will not access, view or process Customer 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 Customer Content.
- 4.5. Data Processing Agreements and Similar Agreements.** Upon request, Zoom will prepare and execute a data processing agreement or addendum to this Agreement further delineating the Parties’ responsibilities with respect to information that reasonably identifies a specific individual.
- 5. Prices and Fulfillment.** For each Service subscription that Zoom provisions to Customer, Zoom will bill Customer certain non-recurring and recurring charges at prices set forth in the applicable Order Form. The prices specified in the Order Form include all Zoom charges for the right to use the Services and are exclusive of all Taxes and Fees. Prices include standard support (see [Zoom Help Center](#)) and generally available updates to the Services. Separate charges for overage amounts and per-use charges may also apply, which charges will be described in the Order Form, and Customer agrees to pay these charges if Customer incurs them. Prices for professional services, if any, will be set forth in a professional services Order Form. All such Zoom charges are referred to as “**Charges**”.
- 5.1. Price Changes.** Zoom may change prices for the Services from time to time, in its sole discretion. Any price changes will be effective upon the commencement of Customer’s next Renewal Term; provided, that Zoom shall provide Customer with reasonable notice of any such fee increase prior to the expiration of the Term or any Renewal Term.
- 5.2. Discounts and Promotional Pricing.** Prices specified in the Order Form may include discounts or promotional pricing. These discounts or promotional pricing amounts may be temporary and may expire upon the commencement of a Renewal Term, without additional notice. Zoom reserves the right to discontinue or modify any promotion, sale or special offer at its sole and reasonable discretion.
- 6. Invoices and Payments.** Unless specified otherwise in an Order Form, Customer shall pay all invoices within Forty-Five (45) days receipt of such invoice. Invoices may be issued electronically via email to the email address specified by the Customer. Except as explicitly provided in this Agreement, all payment obligations are non-cancelable and all amounts paid are non-refundable. Zoom shall invoice Customer for all non-recurring Charges, overage and per-use Charges, and associated Taxes and Fees, on the invoice following the provision of Service giving rise to such Charges, and shall invoice Customer for all recurring Charges and associated Taxes and Fees on the invoice preceding the period in which Services will be provided.
- 6.1. Purchase Order Numbers.** If a Purchase Order Number is required for processing an invoice, Customer will provide such Purchase Order Number with the applicable Order Form. If issuance of a Purchase Order is delayed, Customer will provide a Purchase Order Number within 5 days of the Service Effective Date via email to [billings@zoom.us](mailto:billings@zoom.us). Notwithstanding the foregoing, the thirty (30) day period for payment shall commence as of the applicable invoice date. Such payment period shall not restart based on any delays in issuing a Purchase Order or any other Customer required procurement process.
- 6.2. VAT Invoices.** If required by Law, Zoom will issue a VAT invoice or a document that the relevant taxing authority will treat as a VAT invoice, to Customer. This invoice may be issued electronically.
- 6.3. Withholding.** To the extent that any amounts payable by Customer are subject to Withholding Taxes, the amount payable shall be grossed up by Customer when customer remits payment such that the amount paid net of Withholding Taxes equals the amount invoiced by Zoom.

- 6.4. Payment of Taxes and Fees.** Customer will pay to Zoom any applicable Taxes and Fees. Customer is solely responsible for paying any and all Taxes and Fees owing as a result of Zoom's provision of the Services to its Customers. If Customer is required to pay any Taxes and Fees, Customer shall pay such Taxes and Fees with no reduction or offset in the amounts payable to Zoom hereunder and Customer will pay and bear such additional amount as shall be necessary such that Zoom receives the full amount of the payment required as if no such reduction or offset were required. Customer acknowledges and agrees that Zoom will charge applicable Taxes and Fees on the invoice.
- 6.5. Tax Exemptions.** In the event Customer is exempt from any Tax or Fee, Customer will provide Zoom with all appropriate tax exemption certificates, and/or other documentation satisfactory to the applicable taxing authorities to substantiate such exemption status. Zoom reserves the right to review and validate Tax Exemption documentation, in the event that the Tax Exemption documentation is not valid, Zoom reserves the right to charge applicable taxes to Customer.
- 6.6. VAT Due by Customer.** In the event Taxes and Fees are due towards the taxing authorities by the Customer instead of Zoom through the reverse charge or other similar mechanism, Customer will provide Zoom with all appropriate evidence for Zoom to demonstrate the business nature of the Customer, such as a valid VAT registration number (or similar information required under the relevant VAT laws). Zoom reserves the right to review and validate the Customer's VAT registration number. In the event that the VAT registration number is not valid, Zoom reserves the right to nevertheless charge applicable VAT to Customer. For the avoidance of doubt, if VAT is due by the Customer to a taxing authority, through the reverse charge or other similar mechanism, the Customer is solely responsible for paying those amounts to the relevant taxing authority, such that Zoom receives the full amount of payment required.
- 6.7. Billing and Contract Information; Billing Disputes.** Customer represents and warrants that the Customer Data provided to Zoom is complete and accurate. If Customer believes an invoice is incorrect, Customer must contact Zoom in writing within thirty (30) days of the date of the invoice, and identify the amount in question, to be eligible to receive an adjustment or credit, which adjustment or credit, if any, shall be determined by Zoom in Zoom's reasonable discretion after reviews all relevant information.
- 6.8. Tax Determination.** Tax determination is principally based on the location where the Customer has established its business based on the Customer Data. This will be defined by Zoom as the Customer's 'Sold To' address. Zoom reserves the right to cross reference this location against other available evidence to validate whether Customer's location is accurate. In the event that Customer's location is inaccurate, Zoom reserves the right to charge Customer any outstanding Taxes and Fees.
- 6.9. Use and Enjoyment.** If Customer purchases Zoom Services, and those Services are used and enjoyed by a subsidiary of Customer in a country that is different to Customer's location as determined by Section 6.8 of this Agreement, Customer confirms that where required Customer will treat this as a supply to its subsidiary. In the event Customer purchases services and those services are used and enjoyed by a branch or individual in a country that is different to the Customer's location as determined by Section 6.8 of this Agreement, Customer acknowledges they will inform Zoom of the Services that have been allocated and Customer acknowledges that Zoom reserves the right to charge Taxes and Fees based on the use and enjoyment of those services.
- 7. Zoom Proprietary Rights.** Zoom or its 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 the Services. Zoom shall retain ownership of any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any other party relating to the Services. The Services are protected by copyright laws and international copyright treaties, as well as other U.S. federal, state and international intellectual property laws and treaties. Customer acknowledges that the rights granted under this Agreement do not provide Customer with title to or ownership of the Services, but only a right to use under the terms and conditions of this Agreement.
- 8. Confidentiality.** Each party agrees to regard and preserve as confidential all non-public information provided by the other party relating to the business, systems, operations, strategic plans, clients, pricing (including, but not limited to, the pricing terms herein), methods, processes, financial data, programs, and/or products of the other party in any form, that are designated as "confidential," or a reasonable person knows or reasonably should understand to be confidential (herein "**Confidential Information**"). For purposes of this Agreement, Customer's Confidential Information shall include Customer Data, and any information disclosed to Zoom by the Customer relating to the business, systems, operations, strategic plans, clients, pricing, methods, processes, financial data, programs, and/or products of the Customer. Each party agrees to limit its disclosure of the other party's Confidential Information to as few persons as possible and only to those persons with a need to know that are its or its Affiliates' personnel and subject to an obligation to keep such information confidential. Except as needed to fulfill their respective obligations under this Agreement, neither party shall, without first obtaining the other party's prior written consent, disclose to any person, firm or enterprise, except as expressly permitted herein, or use for its own benefit, or the benefit of a third party, the Confidential Information of the other party. This Section 8 is subject to Customer's obligations under Florida

Public Records including Chapter 119 Florida Statutes provided that Customer provides Zoom with at least (ten) 10 business days' notice of any intended disclosure.

- 8.1. Exclusions.** “Confidential Information” shall not include Customer Content or information that (a) is already rightfully known to a party at the time it is obtained from the other party, free from any obligation to keep such information confidential; (b) is or becomes publicly known or available through no wrongful act of a party; (c) is rightfully received from a third party without restriction and without breach of this Agreement; or (d) is developed by a party without the use of any proprietary, non-public information provided by the other party under this Agreement.
- 8.2. Exception.** Either party may disclose Confidential Information where required by law, regulation, or court order, provided that the party subject to such law, regulation or court order shall, where permitted, notify the other party of any such use or requirement prior to disclosure in order to afford such other party an opportunity to seek a protective order to prevent or limit disclosure of the information to third parties.
- 8.3. Confidentiality Period and Obligations.** The confidentiality obligations set forth in this section of the Agreement shall remain in effect for a period of five (5) years from the disclosure of the information. Both parties agree (a) to take reasonable steps to protect the other party's Confidential Information, and these steps must be at least as protective as those the receiving party takes to protect its own Confidential Information, and no less than a reasonable standard of care; (b) to notify the disclosing party promptly upon discovery of any unauthorized use or disclosure of Confidential Information; and (c) in the event of any unauthorized disclosure by a receiving party, to cooperate with the disclosing party to help regain control of the Confidential Information and prevent further unauthorized use or disclosure of it.
- 9. Term and Termination; Suspension.** Each Order Form will specify a Service Effective Date, an Initial Subscription Term, and a Renewal Term for the Services subscribed to in that Order Form.

  - 9.1. Term and Renewal; Early Termination.** There will be no automatic renewal of any Order Form generated under this Agreement. A Renewal Term will commence only upon execution by the parties of a renewal Order Form. Customer acknowledges that upon the expiration of the Initial Subscription or Renewal Term, as the case may be, access to the Services shall automatically cease without any additional notice.
  - 9.2. Termination by Either Party.** A party may terminate this Agreement by: (a) providing written notice of termination without cause to the other party, provided that all subscription terms for all outstanding Order Forms have expired or been terminated, or (b) providing written notice of termination for cause if the other party has materially breached the Agreement and has not cured such breach within thirty (30) days of written notice of such breach.
  - 9.3. Termination or Suspension by Zoom.** In the event Zoom reasonably believes that Customer or any End User is in material breach of Sections 2 or 8, Zoom may immediately suspend or disconnect access to Customer's or such End User's use of the relevant Services, prior to termination for cause as provided above and until such breach is cured. Zoom may also suspend Customer's and/or an End User's use of or access to any Service if it reasonably believes that such suspension is necessary to prevent imminent harm to Zoom, Zoom's network, any End User, or any third party communicating with an End User. Zoom may immediately terminate access if it reasonably believes Customer is in breach of Section 2.4. Any such suspension, disconnection, or termination shall be without liability to Zoom, and Customer will remain responsible for all recurring Charges incurred during the period of suspension or disconnection.
  - 9.4. Termination by Zoom Due to Change in Law.** In the event of any change in Law that has the effect of materially increasing Zoom's costs to provide Service hereunder or effectively cancels, changes or supersedes any material term or provision of this Agreement (collectively “Change in Law”) either party may, on thirty (30) days' prior written notice to the other require that they enter into good faith negotiations to revise the Agreement to appropriately address the Change in Law. If the Parties are unable to agree on such revisions within thirty (30) days from the date of notice, Zoom may terminate this Agreement with immediate effect.
- 10. Responsibilities upon Termination.**

  - 10.1. Cessation of Use.** Upon any termination of this Agreement, Customer shall immediately cease any further use of the Services.
  - 10.2. Return of Customer Content.** For thirty (30) days following expiration or termination of the Agreement, Zoom will provide Customer access to retrieve Customer Content, after which time Customer Content will be deleted according to regularly scheduled deletion protocols.
- 11. Service Level Agreement.** Zoom shall make commercially reasonable efforts to ensure that Downtime does not exceed 0.1% in a month. In the event of any Downtime of the Services in excess of 0.1% in a month, Zoom shall provide Customer a credit in an amount equal to the Downtime percentage times Customer's monthly subscription amount for the Service. Customer



shall provide Zoom with prompt written notice of any Downtime. If Zoom fails to correct any Downtime situation within fifteen (15) business days after receipt of such notice, Customer may terminate this Agreement.

12. **Zoom Marketplace.** The Zoom Marketplace is a site where Zoom and third party developers may make available applications that are interoperable with the Services and is further defined in Exhibit A.
13. **Managed Domains.** The Managed Domains functionality is made available to certain Customers and is subject to the terms as further defined in Exhibit A.
14. **Warranties.**

14.1. **Limited Warranty.** Zoom warrants to Customer that the Services will, in all material respects, conform to the functionality described in the Zoom Documentation. Zoom's sole and exclusive obligation, and Customer's sole and exclusive remedy for a breach of this warranty shall be that Zoom shall use commercially reasonable efforts to modify the Services to conform in all material respects to the Zoom documentation, and if Zoom is unable to materially restore such functionality within thirty (30) days from receipt of written notice of said breach, Customer shall be entitled to terminate the Agreement upon written notice and shall be entitled to receive a pro-rata refund of the unused Charges that have been paid in advance (if any) under this Agreement. This warranty shall be in effect for the first thirty (30) days ("**Warranty Period**") from the date the applicable Services are first provided to the Customer. In the event of any material non-conformance reported after the Warranty Period, Zoom's sole and exclusive obligation and Customer's sole and exclusive remedy shall be to secure assistance through Zoom's technical support services.

14.2. **Warranty Disclaimer.** EXCEPT AS EXPLICITLY PROVIDED IN SECTION 14.1, ZOOM AND ITS LICENSORS EXPRESSLY DISCLAIM ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT THERETO, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR THE CONTINUOUS, UNINTERRUPTED, ERROR-FREE, VIRUS-FREE, OR SECURE ACCESS TO OR OPERATION OF THE SERVICES AND/OR ZOOM SERVICES. ZOOM EXPRESSLY DISCLAIMS ANY WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION OR DATA ACCESSED OR USED IN CONNECTION WITH THE SERVICES. TO THE EXTENT ZOOM CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

15. **Indemnification.**

15.1. **Indemnification by Zoom.** Provided that Customer complies with the terms of Section 15.3 below, Zoom agrees to indemnify, defend and hold harmless Customer from any third party suits, claims or demands and associated liabilities, costs, damages and expenses (including, but not limited to, attorneys' fees, expert fees and court costs) (collectively, "**Claims**") that Customer may sustain or incur arising from infringement by the Services of any copyright, trademark or trade secret of a third party, or any U.S. patent. This indemnity will not apply to any Claim that the infringement arose from the combination of the Services with software, hardware, content, data or other items not supplied by Zoom. In the event that the licensed Services are, or in Zoom's sole opinion are likely to be, enjoined due to the type of infringement described in this Section 15, Zoom, at its option and expense, may (a) replace the applicable Services with functionally equivalent non-infringing technology or (b) obtain a license for Customer's continued use of the applicable Services, or, if the foregoing alternatives are not reasonably available to Zoom (c) terminate this Agreement and refund any sums prepaid for Services not provided as a result of such termination.

15.2. **Indemnification by Customer.** Provided that Zoom complies with the terms of Section 15.3 below, Customer agrees to indemnify, defend and hold harmless Zoom and its Affiliates and their respective officers, directors, members, employees, consultants, agents, suppliers and resellers from any Claims arising from (a) Customer's or Customer's End Users' use of the Services in violation of this Agreement; (b) any infringement or violation by Customer or any End User of any intellectual property or other right of any person; and (c) Customer's or any End User's violation of any Law.

15.3. **Indemnification Procedures.** In claiming any indemnification under this Section 15, the indemnified party shall promptly provide the indemnifying party with notice of any claim that the indemnified party believes is within the scope of the obligation to indemnify. The indemnified party may, at its own expense, assist in the defense if it so chooses, but the indemnifying party shall control the defense and all negotiations relative to the settlement of any such claim. Any settlement intended to bind the indemnified party shall not be final without the indemnified party's written consent, which consent shall not be unreasonably withheld or delayed.

16. **Limitation on Liability.**

- 16.1. EXCLUSIONS.** ZOOM SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR (a) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (b) ANY UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF THE WEB SITE, ANY CONTENT, CUSTOMER DATA, SYSTEM DATA, OTHER DATA FILES, PROGRAMS OR INFORMATION THROUGH ERROR, OMISSION, ACCIDENT OR FRAUDULENT MEANS OR DEVICES NOT DIRECTLY ATTRIBUTABLE TO ZOOM'S NEGLIGENT ACTS OR OMISSIONS, OR FOR OTHER CIRCUMSTANCES OUTSIDE OF ZOOM'S REASONABLE CONTROL, OR (c) ANY MALFUNCTION OR CESSATION OF INTERNET SERVICES BY INTERNET SERVICE PROVIDERS OR OF ANY OF THE NETWORKS THAT FORM THE INTERNET WHICH MAY AFFECT THE OPERATION OF THE SERVICES.
- 16.2. NO INDIRECT DAMAGES.** IN NO EVENT SHALL EITHER PARTY OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOSS OF REVENUES OR PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, BREACH OF DATA, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY AGREES TO TAKE REASONABLE ACTION TO MITIGATE ITS DAMAGES.
- 16.3. AGGREGATE LIABILITY CAP.** IN NO EVENT SHALL ZOOM'S LIABILITY FOR ANY DAMAGES EXCEED AN AMOUNT EQUAL TO THE TOTAL CHARGES PAID TO ZOOM UNDER THIS AGREEMENT IN THE PRIOR TWELVE (12) MONTHS PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, MISREPRESENTATIONS, NEGLIGENCE, STRICT LIABILITY AND OTHER TORTS. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.
- 17. Force Majeure.** Neither party hereto will be liable for defaults or delays (other than the non-payment of Charges) due to Acts of God, or the public enemy, acts or demands of any government or governmental agency, fires, floods, accidents, , or other unforeseeable causes beyond its control and not due to its fault or negligence, provided, however, that any delay in payment due to any of the foregoing causes shall not remove Customer's obligation to pay for the Services provided to Customer hereunder.
- 18. Binding Arbitration and Class Action Waiver.**
- 18.1. Agreement to Arbitrate; Waiver of Class Action.** For Customers located in the United States, Customer and Zoom agree to resolve disputes only on an individual basis, through arbitration pursuant to Sections 18.2, 18.3, and 18.4. **THE PARTIES EXPRESSLY WAIVE ANY RIGHT TO BRING ANY ACTION, LAWSUIT, OR PROCEEDING AS A CLASS OR COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR ANY OTHER PROCEEDING IN WHICH ANY PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY.**
- 18.2. Disputes.** A dispute is any controversy between Customer and Zoom concerning the Services, any software related to the Services, the price of the Services, Customer's account, Zoom's advertising, marketing, or communications, Customer's purchase transaction or billing, or any term of this Agreement, under any legal theory including contract, warranty, tort, statute, or regulation, except disputes relating to the enforcement or validity of Customer's or Zoom's intellectual property rights. As part of the best efforts process to resolve disputes, and prior to initiating arbitration proceedings, each party agrees to provide notice of the dispute to the other party, including a description of the dispute, what efforts have been made to resolve it, and what the disputing party is requesting as resolution, to the address provided below for Notices.
- 18.3. Small Claims Court Available.** Customer may initiate an action in Small Claims Court for its local jurisdiction if Customer meets the court's requirements. However, if such a claim is transferred, removed or appealed to a different court, Zoom reserves the right to require arbitration.
- 18.4. Arbitration Procedure.** Disputes not resolved pursuant to Section 18.1 or 18.2 shall be resolved through arbitration. The American Arbitration Association ("AAA") will conduct any arbitration under its Commercial Arbitration Rules. For more information, see [www.adr.org](http://www.adr.org). Arbitration hearings will take place in the federal judicial district of Customer's primary business location. A single arbitrator will be appointed. The arbitrator must: (a) follow all applicable substantive Law; (b) follow applicable statutes of limitations; (c) honor valid claims of privilege; (d) issue a written decision including the reasons for the award. The arbitrator may award damages, declaratory or injunctive relief, and costs (including reasonable attorneys' fees). Any arbitration award may be enforced (such as through a judgment) in any court with jurisdiction. **Under AAA Rules, the arbitrator rules on his or her own jurisdiction,**

**including the arbitrability of any claim; however, a court has exclusive authority to enforce the prohibition on arbitration on a class-wide basis or in a representative capacity.**

- 18.5. Arbitration Fees.** If Customer is unable to afford the arbitration costs, Zoom will advance those costs to Customer, subject to the arbitrator's determination if costs should be reimbursed to Zoom if Zoom prevails. For disputes involving more than \$75,000, the AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses.
- 18.6. Conflict with AAA Rules.** This Agreement governs if there is a conflict with the AAA's Commercial Arbitration Rules.
- 18.7. Requirement to File Within One Year.** Notwithstanding any other statute of limitations, a claim or dispute under this Agreement must be filed in Small Claims Court or noticed for arbitration within one year of when it could first be filed, or such claim will be permanently barred.
- 18.8. Severability.** If the class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, then those parts will not be arbitrated but will be resolved in court, with the balance resolved through arbitration. If any provision of this Section 18 is found to be illegal or unenforceable, then that provision will be severed; however, the remaining provisions shall still apply and shall be interpreted to as nearly as possible achieve the original intent of this Section, inclusive of the severed provision.

**19. Miscellaneous.**

- 19.1. Choice of Law and Forum.** This Agreement shall be governed by and construed under the laws of the State of Florida, U.S.A. .
- 19.2. Export Restrictions.** Customer acknowledges that the Services, or a portion thereof, may be subject to the export control laws of the United States and other applicable country export control and trade sanctions laws ("Export Control and Sanctions Laws"). Customer and its End Users may not access, use, export, re-export, divert, transfer or disclose any portion of the Services or any related technical information or materials, directly or indirectly, in violation of any applicable export control or trade sanctions law or regulation. Customer represents and warrants that (i) Customer and its End Users are not citizens of, or located within, a country or territory that is subject to U.S. trade sanctions or other significant trade restrictions (including without limitation Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk and Luhansk regions of Ukraine) and that Customer and its End Users will not access or use the Services, or export, re-export, divert, or transfer the Services, in or to such countries or territories; (ii) Customer and its End Users are not identified on any U.S. government restricted party lists (including without limitation the U.S. Treasury Department's List of Specially Designated Nationals and Blocked Persons and Foreign Sanctions Evaders List, the U.S. Department of Commerce's Denied Parties List, Entity List, and Unverified List, and the U.S. Department of State proliferation-related lists); and (iii) that no Customer Content created or submitted by Customer or its End Users is subject to any restriction on disclosure, transfer, download, export or re-export under the Export Control Laws. Customer is solely responsible for complying with the Export Control Laws and monitoring them for any modifications.
- 19.3. Incorporation of Zoom Policies.** Customer acknowledges and agrees that the Zoom policies disclosed at [www.zoom.us/legal](http://www.zoom.us/legal) are incorporated herein by reference, and Customer agrees that it has read such policies and shall comply (where applicable) with any and all obligations of Customer as set forth in such policies. Zoom reserves the right to update these policies from time to time, and will provide commercially reasonable notice of such updates.
- 19.4. Waiver and Severability.** Failure by either party to exercise any of its rights under, or to enforce any provision of, this Agreement will not be deemed a waiver or forfeiture of such rights or ability to enforce such provision. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision will be amended to achieve as nearly as possible the same economic effect of the original provision and the remainder of this Agreement will remain in full force and effect.
- 19.5. General Provisions.** This Agreement embodies the entire understanding and agreement between the parties respecting the subject matter of this Agreement and supersedes any and all prior understandings and agreements between the parties respecting such subject matter. Any modification to this Agreement must be in writing and signed by both parties. Unless specified otherwise herein, any and all rights and remedies of either parties upon breach or other default under this Agreement will be deemed cumulative and not exclusive of any other right or remedy conferred by this Agreement or by law or equity on either party, and the exercise of any one remedy will not preclude the exercise of any other. The captions and headings appearing in this Agreement are for reference only and will not be considered in construing this Agreement. No text or information set forth on any other purchase order, preprinted form or document shall add to or vary the terms and conditions of this Agreement. No joint venture, partnership, employment, or agency relationship exists between the parties as a result of this agreement or use of the Services.

- 19.6. Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party (which consent shall not be unreasonably withheld, conditioned or delayed) except that this Agreement be assigned or transferred without such consent to (a) an Affiliate, or (b) a successor by merger. Any purported assignment in violation of this section shall be void.
- 19.7. Copyright Infringement.** Infringement of copyrights in connection with the Services may be reported to Zoom’s Copyright Agent through the process defined at [www.zoom.us/legal](http://www.zoom.us/legal).
- 19.8. Marketing.** The prior written consent of Customer is required for Zoom to identify Customer or use Customer’s logo in any Zoom marketing materials e.g., <https://zoom.us/> website, emails, presentations, brochures, etc. Customer further grants Zoom permission to develop content around their experience as a Zoom customer, e.g., a written and/or video case study. This content will be created in cooperation with Customer and used only upon Customer’s written approval.
- 19.9. Notice.** Zoom may give notice by electronic mail to Customer’s e-mail address on record in Customer’s account information, or by written communication sent by first class mail or pre-paid post to Customer’s address on record in Customer’s account information. Such notice shall be deemed to have been given upon the expiration of forty-eight (48) hours after mailing or posting (if sent by first class mail or pre-paid post) or twelve (12) hours after sending (if sent by email). Customer may give notice to Zoom (such notice shall be deemed given when received by Zoom) at any time by any of the following: letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to Zoom at the following: 55 Almaden Blvd, San Jose, CA, 95113, Suite 600, USA, addressed to the attention of: Legal or by email to [legal@zoom.us](mailto:legal@zoom.us).
- 19.10. Participation in Work Authorization Program.** Zoom states that it participates in a federal work authorization program, such as E-Verify, or any equivalent federal work authorization program, operated by the U.S. Department of Homeland Security. Zoom further states that it will verify work authorization information of all of its newly hired employees, and retain documentation, in accordance with the Immigration Reform and Control Act.
- 19.11. Survival.** All sections of the Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty, disclaimers, indemnification and limitations of liability.

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

The School Board of Brevard County, Florida

ZOOM VIDEO COMMUNICATIONS, INC.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Misty Belford

Name: \_\_\_\_\_

Title: Chairperson

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit A

### Services Description

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 MSA.

**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](http://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](http://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](http://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](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](https://zoom.us/docs/en-us/zoom_api_license_and_tou.html)) and Marketplace Developer Agreement ([https://zoom.us/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/](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/](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. **Zoom Contact Center.**
  1. **Service Description.** The Zoom Contact Center Service ("Zoom Contact Center") is cloud-based software for contact centers that enables organizations to manage interactions with their customers or end users over multiple channels, including voice and video. Customer can enable calls to and from the PSTN using Voice over Internet Protocol (VoIP) by purchasing a Zoom Contact Center monthly usage plan. Additional Zoom Contact Center features are described at <https://www.zoom.us>.
  2. **Compliance with Laws.** Customer is solely responsible for Customer's and its users' use of Zoom Contact Center and shall ensure such use complies with the laws and regulations of the countries where they are located, including any regulations governing the use of the Internet for voice communications and messaging. Customer represents and warrants that they have provided all disclosures and notifications and have obtained all consents required in connection with the monitoring or recording of conversations as required by local laws or regulations. Customer is solely responsible for compliance with all laws applicable to marketing and solicitation, including but not limited to the US Telephone Consumer Protection Act of 1991 (TCPA), the FTC's Telemarketing Sales Rule, and Canada's Anti-Spam Legislation (CASL).
  3. **Third-Party Integrations and Offerings.** Customer's use of non-Zoom offerings that interoperate or integrate with Zoom Contact Center or that are used in connection with Zoom Contact Center shall in each case be governed by a separate agreement with the provider of such offerings ("Third-Party Offering(s)") and shall be outside the scope of this Agreement. Zoom is not liable or responsible for any act or omission of any provider of a Third-Party Offering or any operation of the Third-Party Offering, including the access, modification, or deletion of data, regardless of whether Zoom endorses, approves, or supports any such Third-Party Offering. Zoom does not guarantee the continued interoperation, integration, or support of Third-Party Offerings, and Zoom may, in its sole discretion and at any time, discontinue such features.
  4. **Emergency Services.** Zoom Contact Center is not a replacement for traditional telephone services. Customer is responsible for notifying and ensuring individuals authorized to use Zoom Contact Center through their account (including agents, supervisors, and administrators) are aware that calls to emergency service providers may not be



made through Zoom Contact Center and how to contact emergency service providers via other means, including alternative arrangements made available by Customer. Customer will indemnify and hold Zoom and its Affiliates harmless from any Claims arising from or relating to any emergency services call or any inability to place an emergency services call using Zoom Contact Center.

5. **Zoom Contact Center Policies.** Customer acknowledges and agrees that Zoom Phone and Contact Center Text Messaging Policy for the United States and Zoom Contact Center Acceptable Use Policy found at <https://zoom.us/legal> apply to Customer's use of Zoom Contact Center.
6. **Corresponding License.** Customer's access to Zoom Contact Center requires a corresponding license to use the Zoom Meeting Services and/or Zoom Phone Services. In the event such underlying license expires or is terminated for any reason, Customer's access to Zoom Contact Center, will also terminate. Upon termination, Customer will be billed for any unpaid Zoom Contact Center Charges. Except as explicitly provided otherwise, all Zoom Contact Center payment obligations are non-cancelable and all amounts paid are non-refundable.
7. **Calling Plans and Virtual Service Numbers.** Zoom Voice is the provider of calling plans and virtual service numbers that may be used with Zoom Contact Center.

## 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 MSA or 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.