

ZOOM VIDEO COMMUNICATIONS MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement (this “**Agreement**”) is effective May 22, 2020 (“**Effective Date**”) between Select Medical Corporation, a Delaware corporation, having an address of 4714 Gettysburg Road, P.O. Box 2034, Mechanicsburg, PA 17055, and its Affiliates (hereinafter referred to as the “**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 (1) 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 this 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 in Exhibit A.

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

“**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, along with the ITSA and BAA

“**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.

“**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.

“**Services**” means the Zoom Meeting Services and/or Zoom Phone Services described in Exhibit A to which Customer has subscribed as specified in one (1) or more Zoom Order Form(s).

“**Taxes and Fees**” and “**Taxes or Fees**” means all applicable sales, use, value-added or regulatory taxes, fees, duties, charges, surcharges or assessments levied on the provision of Services to Customer (exclusive of any income tax imposed on Zoom).

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 applicable 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. Any Affiliate purchasing hereunder will be bound by and comply with all terms and conditions of this Agreement.
- 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. Zoom and its Affiliates must have a written Agreement with Customer prior to implementing Beta or test versions of any products.
- 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 Policy, Acceptable Use Policy, 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, to the extent applicable to said business.
- 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) knowingly 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 Acceptable Use Policy 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. 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. Professional Use; No Commercial Transfer.** Customer may subscribe to and use the Services for business purposes, and Customer agrees, if Customer is an individual, that the Services are being purchased in a business or professional capacity. Customer (excluding Affiliates) 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, 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 within five (5) days 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 Policy; (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 any undisputed 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. Zoom agrees that after the initial Renewal Term, the subscription fee for any Services may not increase by more than five percent (5%) annually per license over and above the subscription fee paid by Customer during the immediately preceding twelve (12)-month period ("Price Cap"). 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 Initial Subscription Term or any Renewal Term. Prices for Services may also change if Customer chooses to increase or decrease the number of subscriptions or add Services. Price changes will be effective at the time Customer makes such changes to Customer's account.
- 5.2 Discounts and Promotional Pricing.** Prices specified in the Order Form may include discounts or promotional pricing, which are explicitly noted and are not subject to the Price Cap. 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 undisputed invoices within thirty (30) days after receipt of such invoice. Invoices may be emailed to the 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 five (5) days of the Service Effective Date via email to 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 to Customer.

- 6.3 Withholding.** To the extent that any amounts payable by Customer are subject to withholding Taxes and Fees, the amount payable shall be grossed up by Customer when Customer remits payment such that the amount paid net of withholding Taxes and Fees equals the amount invoiced by Zoom.
- 6.4 Tax Exemptions.** In the event Customer is exempt from any Tax or Fee, Customer will provide Zoom with all appropriate resale certificates, VAT registration numbers, and/or other documentation satisfactory to the applicable taxing authorities to substantiate such exemption status.
- 6.5 Billing and Contract Information; Billing Disputes.** Customer represents and warrants that the Customer Data provided to Zoom is complete and accurate, to the best of its knowledge. 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 of all relevant information. Zoom will not make any adverse reporting on Customer while a good faith billing dispute is pending and in no instance if amicably resolved.
- 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.
- 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 any other similar agreement of confidentiality; or (d) is developed by a party without the use of or reference to 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 within five (5) days, when not precluded by law 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, and further provided that the party required to disclose such Confidential Information only disclose the minimum amount of Confidential Information to be responsive to such law, regulation or court order. Should either party fail to notify the other party of a request, the party disclosing Confidential Information shall indemnify the other party from any actual harm or prejudice as a result of the failure of notification.
- 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.** Unless specified otherwise in the Order Form, a Renewal Term will commence automatically upon conclusion of the Initial Subscription Term or prior Renewal Term unless either party sends written notice of termination at least thirty (30) days prior to the commencement of the next Renewal Term.
- 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 or will 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. In the event of termination by Customer under 9.2(b), Customer will be entitled to a refund of Charges paid for Services not yet received as of the date of termination.
- 9.3 **Termination or Suspension by Zoom.** In the event Zoom reasonably believes that any End User is in material breach of Sections 2 or 8, Zoom may immediately suspend or disconnect access to 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 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 provided Zoom's beliefs as to material breaches were reasonable and Zoom's actions in connection with such belief were proportional to the perceived breach.
- 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 this 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, either party 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 this Agreement, Zoom will provide Customer access to retrieve Customer Content, after which time Customer Content will be deleted according to regularly scheduled deletion protocols. Zoom shall certify destruction of such material, to Customer, at Customer's request.
11. **Service Level Agreement.** Zoom shall make commercially reasonable efforts to ensure that Downtime does not exceed 0.1% in any month. In the event of any Downtime of the Services in excess of 0.1% in any 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 ten (10) business days after receipt of such notice, Customer may terminate this Agreement for breach per § 9 without regard for any further cure period.
12. **Zoom Marketplace.** The Zoom Marketplace is a site where 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 this 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 term of the Agreement ("**Warranty Period**"). In order to exercise this Warranty, Customer must notify Zoom within 30-days of discovery of any non-conformity and must exercise the right to terminate within sixty (60) days of first obtaining such right to terminate, otherwise the right to terminate is waived.

- 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, reasonable attorneys' fees, expert fees and court costs) (collectively, "**Claims**") that Customer may sustain or incur arising from (a) infringement by the Services of any copyright, trademark or trade secret of a third party, or any U.S. patent, or (b) from any Claims arising from violation of section 4.4 (Zoom Obligations for Customer Content) or section 8 (Confidentiality) of this Agreement by Zoom or its employees, agents, affiliates, or contractors. The indemnity in section 15.1(a) 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, if it directly caused the issue. 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 from any Claims directly 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; provided, however, that Customer's failure to give such notice shall not relieve Zoom of any of its obligations under this section except to the extent that Zoom is actually prejudiced by such failure. 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; provided, however, that Zoom shall not compromise or settle any claim in a manner which affects Customer's rights, makes admissions on Customer's behalf or obligates Customer to take or not take any action, including without limitation the payment of money, without Customer's prior written approval, which will not be unreasonably withheld or delayed. 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 conditioned, 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.

- 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, 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.** EXCEPT FOR OBLIGATIONS OF INDEMNIFICATION OR BREACHES OF CONFIDENTIALITY, IN NO EVENT SHALL EITHER PARTY'S LIABILITY FOR ANY DAMAGES EXCEED AN AMOUNT EQUAL TO THE TOTAL CHARGES PAID OR TO BE 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. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL ZOOM'S LIABILITY FOR BREACHES OF CONFIDENTIALITY AND ITS INDEMNITY OBLIGATIONS IN THE CUMULATIVE AND THE AGGREGATE EXCEED AN AMOUNT EQUAL TO \$5,000,000.
17. **Force Majeure.** Neither party hereto will be liable for defaults or delays due to Acts of God, or the public enemy, acts or demands of any government or governmental agency, or other unforeseeable causes beyond its control and not due to its fault or negligence.
18. **[Reserved]**
19. **Miscellaneous.**
- 19.1 **Choice of Law and Forum.** This Agreement shall be governed by and construed under the laws of the State of New York, U.S.A. Except as provided in Section 18.4, the parties consent to the exclusive jurisdiction and venue of the courts located in New York County, New York.
- 19.2 **Export Restrictions.** Customer acknowledges that the Services, or portion thereof may be subject to the export control laws of the United States and other applicable country export control and trade sanctions laws ("Export Control and Sanctions Laws"). 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, to the best of our knowledge, 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) 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 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 [included](#) in Exhibits B, C, and D are incorporated herein by reference, and Customer agrees to 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 (1) 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.** Neither party may assign its rights and obligations, whether by operation of law or otherwise, without the prior written consent of the other party, not to be unreasonably withheld. Notwithstanding the foregoing, either party, in connection with a merger, reorganization, or sale of all or substantially all of the assets or equity of such party, may assign this Agreement in its entirety to such party's successor without the other party's consent. This Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 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.
- 19.8 **Marketing.** Zoom shall not use Customer's logo, name them as a customer, or otherwise disclose the contract between Zoom and Customer without prior written consent from Customer or as required by law.
- 19.9 **Liability Insurance.** Zoom, at its expense, shall carry a policy or policies of professional and general liability insurance issued by an insurance carrier, providing coverage in the amount of at least One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate per year, which insures Zoom against any act, error or omission of Zoom, its employees and agents. Zoom acknowledges its workers compensation insurance shall be at state limits or greater.
- 19.10 **Billing Records.** Zoom will maintain complete and accurate records related to its billing of the products and/or services provided under this Agreement and upon Customer's reasonable request within one year of the issuance of the invoice, Zoom will make available to Customer or their designee the records necessary to substantiate the accuracy of Customer's invoices.
- 19.11 **Notice.** 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. Notice given to Customer by letter shall be delivered to Customer by nationally recognized overnight delivery service or first-class postage prepaid mail to the following address: Select Medical Corporation, Attn: Chief Information Officer, 4714 Gettysburg Road, P.O. Box 2034, Mechanicsburg, PA 17055. With a copy to: Select Medical Corporation, Attn: Senior Counsel, 4714 Gettysburg Road, P.O. Box 2034, Mechanicsburg, PA 17055.
- 19.12 **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, intending to be legally bound hereby, have caused this Agreement to be signed by duly authorized officers or representatives as of the Effective Date.

SELECT MEDICAL CORPORATION

ZOOM VIDEO COMMUNICATIONS, INC.

Signature: 

Signature: _____

Name: Brian Rusignuolo

Name: _____

Title: Senior VP & CIO

Title: _____

Date: 05/21/2020

Date: _____

Master Subscription Agreement: Exhibit A Services Description

This Exhibit A to the Master Subscription Agreement (“MSA”) 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 Service Description, the following definitions will apply:

“**Host**” means an individual who is an identified employee, contractor, or agent of Customer to whom Customer assigns the right to host Meetings. A Host may hold an unlimited number of Meetings, but only one (1) Meeting at a time. A Host subscription may not be shared or used by anyone other than the individual assigned to be a Host.

“**Meeting**” means a Zoom Video meeting.

“**Participant**” means an individual, other than the Host, who accesses or uses the Services, with or without the permission and knowledge of the Host.

“**Zoom Documentation**” means this Exhibit, the Zoom website (www.zoom.us) and any additional description of the Services which may be incorporated into this Agreement, exclusive of any legal terms and conditions.

“**Zoom Meeting Services**” means the various video conferencing, web conferencing, webinar, meeting room, screensharing and other collaborative services offered by Zoom Video that Customer may order on an Order Form.

“**Zoom Phone Services**” means voice connectivity services, including, but not limited to, interconnected VoIP services, provisioning of direct dial numbers, and related services offered by Zoom Voice Communications, Inc. (“**Zoom Voice**”) that Customer may order on an Order Form.

B. Zoom Meeting Services. Zoom Meeting Services enable Hosts to schedule and start Meetings and to allow Participants to join Meetings for the purpose of collaborating using voice, video, and screensharing functionality. Every meeting will have one (1) Host. Chat features allow for out-of-session one-on-one or group collaboration. Further features, functionality, and solutions are described at www.zoom.us.

C. Zoom Phone Services. The following sets forth the further terms and conditions that apply to the Zoom Phone Services.

1. Definitions. For purposes of the Zoom Phone Services, the following definitions apply:

“**Device**” means the device assigned to a virtual extension or individual digital line set up within an account or by Zoom at Customer’s direction or request.

“**Phone Host**” means the individual assigned to a number which enables use of the Zoom Voice Service. A Phone Host is a “Host” for purposes of the definition of End User.

“**Zoom Phone Calling Plan**” means the pricing structure that enables Phone Hosts and End Users to access the PSTN, as defined below. Calling plans may be “Metered” or “Unlimited” as defined on the Order Form.

“**Zoom Phone Commitment**” means the minimum monthly bundle of minutes that a Zoom Phone Metered Calling Plan Customer commits to use in connection with Zoom Phone Services.

2. Telecommunications Provider. **Zoom Voice is the telecommunications provider of Zoom Phone Services and sets the terms, conditions and rates for Zoom Phone Services.**

3. Description of Services. Zoom Phone Services are cloud-based phone services that use voice over internet protocol (VoIP) to provide Customer with the following services and functionalities (as selected by Customer on an Order Form):

- a. **Zoom Phone Service.** Zoom Phone Service is a cloud-based phone service that allows two-way voice calling and private branch exchange (PBX) functionality, including, but not limited to, the following features: unlimited extension-to-extension calling (On Net Access), auto attendant/ interactive voice response (IVR), call routing, call queuing, music on hold, call history, caller identification (outbound and inbound), call forwarding, call transfer, and call recording.
- b. **Public Switched Telephone Network Communications (PSTN) Access.** Phone Hosts and End Users can be enabled to make and receive calls to the PSTN and be assigned a direct inward dialing phone number (DID) via a Zoom Phone Calling Plan.

- c. **Bring Your Own Carrier (BYOC).** BYOC allows customers to use the telecommunications provider of their choice to provide PSTN access and inward DID numbers. Zoom provides BYOC customers with software that enables On Net Access and access to a range of Zoom call management features and functions. BYOC enables customers to (i) have PSTN capability in regions where Zoom does not offer PSTN Access; (ii) maintain relationships with currently deployed carriers; and/or (iii) configure deployments for flexibility and redundancy. Customer must ensure that its carrier provides all regulated telecommunications services and is responsible for telecommunications regulatory compliance.
 - d. **Additional Zoom Phone Services.** Additional functionality such as enabling common area phones, and additional Toll Free and DID phone numbers may be purchased as described on the Order Form.
4. **Billing and Invoicing.** Zoom will bill Customer on behalf of Zoom Voice based on the Charges set forth on the Order Form. Charges based on usage, or overage amounts that exceed the Zoom Phone Commitment, will be billed in arrears, the month following the month a Charge is incurred. No adjustment will be made, or credit or refund given, for usage that is less than the Zoom Phone Commitment, unless caused by the failure of the Zoom Phone Services.
- a. **On Net Access.** On Net capability will be provisioned by default for all Zoom Meeting Services. Phone Hosts may access and use On Net services at no charge for so long as the underlying license to the Zoom Meeting Service remains active.
 - b. **Taxes.** Customer acknowledges and agrees that Zoom Phone Services are subject to certain Taxes and Fees (including, but not limited to, assessments for universal service) that are not applicable to Zoom Meeting Services. Accordingly, Zoom shall invoice Customer for Taxes and Fees directly attributable to the Charges.
5. **Reasonable Use and Right to Review.** Zoom Voice offers unlimited and metered Phone Calling Plans. These plans are subject to this Zoom Voice Communications, Inc. Reasonable Use Policy. Zoom Phone Calling Plans are for normal and reasonable business use; unreasonable use is prohibited. Use of Zoom Phone may qualify as unreasonable if Customer (a) engages in business activities that involve continual, uninterrupted, or consistently excessive use of Zoom Phone Services, (b) makes any misrepresentations to Zoom Voice that materially affect volume or type of use of Zoom Phone Services, (c) engages in fraudulent or illegal use of Zoom Phone Services, including any activity that violates telemarketing laws or regulations, or (d) uses Zoom Phone Services in any manner that harms Zoom Voice's network or facilities or interferes with the use of the service by other Customers. Use that is inconsistent with the types and levels of usage by typical business customers of similar size, scope and business as Customer on the same plan may be used as an indicator of abnormal or unreasonable use, including but not limited to abnormal call lengths; abnormal call frequency; abnormal call duration; abnormal calling patterns that indicate an attempt to evade enforcement of this Zoom Voice Communications, Inc. Reasonable Use Policy. Zoom reserves the right to review Customer use to determine if it is consistent with this Zoom Voice Communications, Inc. Reasonable Use Policy. In the event Zoom Voice reasonably determines that Customer may be engaging in unreasonable use, Zoom Voice will determine the appropriate remedy and will take action to remedy any unreasonable use, including, at its sole discretion, discussing the use with Customer, moving Customer to an appropriate Zoom Phone Calling Plan, terminating certain Hosts, and/or otherwise modifying, suspending or terminating Customer's Zoom Phone services.
6. **Termination of Zoom Meeting Services.** Access to Zoom Phone Services requires a corresponding license to Zoom Meeting Services. In the event that the Zoom Meeting Service license is terminated, the equivalent access to Zoom Phone Services will also be terminated. At such time, Customer will be billed for any incurred usage charges, and will not be credited for any pre-paid amounts toward the Zoom Phone Commitment.
7. **Zoom Voice Policies.** Customer acknowledges and agrees that the Zoom Voice Communications, Inc. policies found at <https://zoom.us/legal> may apply to Customer's use of Zoom Phone Services, and current versions are attached hereto.
8. **Zoom Emergency Calling (E911) Customer Obligations.** Customer acknowledges and agrees that Customer has read and understood Zoom Voice Communications, Inc.'s 911 Customer Notification, found at www.zoom.us/legal, which sets forth specific limitations of Zoom Phone's emergency calling capabilities and Customer's obligations with respect to its End Users. Such obligations include, but are not limited to:
- a. ensuring that all Phone Hosts receive Zoom Voice's 911 Customer Notification;
 - b. ensuring that all assigned phone numbers are registered for emergency calling purposes through the E911 link within Customer's account, and that all registration information remains accurate and up to date; and
 - c. distributing warning stickers or other appropriate labels warning End Users that emergency service may be limited or not available and instructing Phone Hosts to place such stickers on or near the Devices and other equipment used in conjunction with Zoom Phone Services.

Zoom Voice reserves the right at any time to update the Zoom Voice Communications, Inc. 911 Customer Notification as necessary to reflect changes in law or technology that affect the emergency calling capabilities of Zoom Phone Services, and any such updates shall be effective immediately upon Customer's receipt of notice.

9. **Equipment.** Zoom Voice does not supply any Devices or other equipment used in connection with the Zoom Phone Services, and accordingly Zoom Voice does not provide any guarantees as to the quality or operability of such Devices and equipment when used to access Zoom Phone Services. However, Zoom Voice does test certain Devices and equipment to determine whether such Devices and equipment are supported on the Zoom Phone platform (although it has not tested all possible Devices and equipment available in the marketplace). The summary of Devices and equipment to date that Zoom Voice has determined are supported by the Zoom Phone platform may be provided on request. Customer should consult with Zoom Voice prior to deploying any other Devices and equipment.
- D. **Zoom for Government.** Zoom for Government is the Zoom Meeting Services offered by Zoom in a FedRAMP-compliant cloud environment. Zoom for Government enables customers to leverage a limited version of the Zoom Meeting Services in a separate, FedRAMP-compliant cloud environment hosted in Amazon Web Services Government Cloud and Zoom's collocated data centers (e.g. in San Jose, CA and New York), independent of the Zoom's standard commercial cloud environment. Further features, functionality, and solutions are described at www.zoom.us/government. Zoom for Government currently does not include availability of cloud recordings and cloud recording transcriptions, though Zoom may continue to develop feature parity between Zoom Meeting Services and Zoom for Government. In addition, Zoom does not presently offer its Zoom Phone Services or Zoom Marketplace as FedRAMP compliant. Zoom Meeting Services and Zoom for Government are independent environments and, therefore, data cannot be exchanged between them including, without limitation, instant messaging data or chat data.
 1. **FedRAMP Security Features.** Zoom for Government is authorized as a FedRAMP Moderate ATO. TLS 1.2 or greater is required. Noted security features include, without limitation, secure socket layer (SSL) encryption, AES 256-bit encryption, role-based user security, watermark screenshots, firewall compatibility, password-protected meeting option. Zoom for Government also supports single sign-on (SSO) with SAML, OAuth, or ADFS.
 - i. **Media Data in End-to-End Meeting.** When end-to-end encryption is enabled, all data in transit is protected using TLS 1.2 and AES 256-bit encryption. Data at rest is encrypted leveraging AWS S3 server-side encryption. Zoom web services are secure through HTTPS. In an encrypted meeting, Zoom meeting keys are randomly generated per meeting session. Passwords are hashed/salted using SHA256.
 - ii. **Chat/Notes/Closed Captioning in End-to-End Meeting.** When end-to-end encryption is enabled, Chat/Notes/Closed Captioning are transferred with command channel, not data channel; the data travels within SSL connection, and there is no extra AES 256-bit encrypt/decrypt for them.
- E. **Zoom Marketplace.** The Zoom Marketplace, available at <https://marketplace.zoom.us>, is a site hosted by Zoom to provide access to applications (the "Apps") created by third party developers ("Publishers") that are interoperable with Zoom Services, and make them available from both mobile and desktop client apps. Access to and use of the Zoom Marketplace and Zoom for Developers (available at <https://developer.zoom.us>) sites are governed by separate terms and conditions available at <https://zoom.us/service>. Besides testing for compatibility with Zoom, Zoom does not perform any other testing and does not warrant or support the Apps. Publishers are solely responsible for all aspects of the Apps they publish, including content, functionality, availability and support. Publishers are required to provide their own terms of service, privacy policy and support information ("Publisher Terms"). Customers who access or download Apps must enter into Publisher Terms directly with the Publisher. Zoom is not responsible for the Apps, their content, functionality, availability, or support. Apps are hosted AS IS and use of the Apps is at Customer's own risk, subject to the Publisher Terms. Apps may become unavailable or be removed by a Publisher at any time and any data stored in them may be lost or become inaccessible. Zoom is not responsible for Customer Data transferred to a Publisher, or for any transmission, collection, disclosure, security, modification, use or deletion of Customer Data by or through an App. Publishers may use Customer Data as permitted in the Publisher Terms. Use of the Apps may require Customer Data to be transferred to the Publisher and by accessing and using the App, Customer consents to the transfer of Customer Data by Zoom as required by the Publisher. Zoom does not support the Apps. Customer should contact the Publisher for support or questions. Zoom makes no representations and disclaims all warranties, express or implied, regarding Apps and reserves the right to remove an App from the Marketplace at any time, in its sole discretion.
- F. **Managed Domains.** Zoom permits Customers to reserve domains associated with their enterprise and to manage any accounts that are subscribed to Zoom using that domain ("Managed Domain Customer"). Customer may only associate to the Zoom Services domain(s) that they own or are legally entitled to associate for use with the Services. In the event that a Zoom account is created or exists on the reserved domain, but is not authorized by the Managed Domain Customer (the "Non-Managed Domain Account"), the person using or creating such Non-Managed Domain Account will be notified that the domain is reserved for the Managed Domain Customer and will be requested to change the domain associated with the

Non-Managed Domain Account. If the person using or creating such Non-Managed Domain Account does not change the domain within the period specified, that person will be deemed to have consented to the Non-Managed Domain Account being added to the Managed Domain Customer and to have further consented for all data associated with the Non-Managed Domain Account to be shared with the Managed Domain Customer.

Exhibit B: Privacy Policy

March 29, 2020

Dear Zoomer,

Privacy is an extremely important topic, and we want you to know that at Zoom, we take it very seriously. Here are the facts about user privacy as it relates to Zoom and your use of our services:

- We do not sell your personal data. Whether you are a business or a school or an individual user, we do not sell your data.
- Your meetings are yours. We do not monitor them or even store them after your meeting is done unless we are requested to record and store them by the meeting host. We alert participants via both audio and video when they join meetings if the host is recording a meeting, and participants have the option to leave the meeting.
- When the meeting is recorded, it is, at the host's choice, stored either locally on the host's machine or in our Zoom cloud. We have robust and validated access controls to prevent unauthorized access to meeting recordings saved to the Zoom cloud.
- Zoom collects only the user data that is required to provide you Zoom services. This includes technical and operational support and service improvement. For example, we collect information such as a user's IP address and OS and device details to deliver the best possible Zoom experience to you regardless of how and from where you join.
- We do not use data we obtain from your use of our services, including your meetings, for any advertising. We do use data we obtain from you when you visit our marketing websites, such as zoom.us and zoom.com. You have control over your own cookie settings when visiting our marketing websites.
- We are particularly focused on protecting the privacy of K-12 users. Both Zoom's Privacy Policy (attached) and Zoom's K-12 Schools & Districts Privacy Policy are designed to reflect our compliance with the requirements of the Children's Online Privacy Protection Act (COPPA), the Federal Education Rights and Privacy Act (FERPA), the California Consumer Privacy Act (CCPA), and other applicable laws.

We are committed to protecting the privacy and security of your personal data. If you have questions, please contact the privacy team at privacy@zoom.us or the support team at <https://support.zoom.us>.

Thank you, and safe Zooming!

Aparna Bawa

Zoom Privacy Policy

Zoom is committed to protecting your privacy and ensuring you have a positive experience when using the services we provide, which we generally refer to as Zoom or Zoom services, or when visiting our promotional or marketing websites, such as zoom.us and zoom.com.

This policy explains how we handle data, including what we collect and how we obtain it, how we use it, when and if we disclose it, and some of your options for managing your data with Zoom. It applies worldwide to all of our subsidiaries and covers all data that you provide to us, as we describe below.

Information that can be used to identify or be reasonably associated with a specific person is “personal data”. Where the data described in this policy is personal data, we only disclose it in the ways we have stated.

In addition to this privacy policy, we have established policies to protect K-12 students using our services through their schools for their education. For information regarding how Zoom handles personal data of K-12 students who use Zoom through their schools, who we generally refer to as school subscribers, please visit: [Zoom for K-12 Schools & Districts Privacy Policy](#).

Aside from providing services to K-12 students through school subscribers as discussed above under our Zoom for K-12 Schools & Districts Privacy Policy, Zoom does not knowingly allow children under the age of 16 to sign up for their own accounts. If you are a parent or legal guardian and believe your child has given us information, you can contact us at privacy@zoom.us, and we will take appropriate steps to investigate and address the issue.

This policy and the Zoom for K-12 Schools & Districts Privacy Policy may be updated periodically because our business, or regulations that apply to Zoom, may change. If we make any material changes to the way we handle personal data as described here, we will notify you by posting an updated notice on our website. We encourage you to review this page regularly for the latest information on our privacy practices. The effective date at the top of this policy indicates when the policy was last revised.

Collection And Use of Data

Zoom Services

We obtain data when you use Zoom in order to deliver our services and provide a better experience to you. The categories of data we obtain when you use Zoom include data you provide to us as well as data that our system collects from you. When we say “customer”, we mean the person or company that signs up for and has the account with Zoom. A “host” is someone who can host meetings under a customer account. “You” or “user” or “participant” is anyone who uses Zoom. (“You” and “user” may also include customers.

Some of the information below applies only to customers, though, and we use “customer” to highlight those places.)

Data you give us (or that we may receive from another Zoom user, for example, in a meeting invite):

Type of Data	Examples	Zoom Uses it to
Information that identifies you	<p>For customers: Account owner name, billing name and address, payment method</p> <p>Your name, username and email address, or phone number, when you use this information to access or use our services</p> <p>The phone number a Zoom Phone user dials</p>	<p>Create a customer account</p> <p>Provide Zoom services</p> <p>Communicate with a customer</p> <p>Respond to requests for support</p>
Other account data	<p>Your phone number (if you choose to put it in), language preference, password (if SSO is not used), title, department</p>	<p>Create a customer account</p> <p>Provide Zoom services</p>
Customer content: information you or others upload, provide, or create while using Zoom	<p>Cloud recordings, chat / instant messages, files, whiteboards, and other information shared while using the service, voice mails</p>	<p>Provide Zoom services*</p> <p>Store chat logs (for delivery and so you can review and search chat history)</p> <p>Store recordings, if explicitly requested by the host or Customer</p>

		Store voice mail for Zoom Phone
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*Zoom does not monitor or use customer content for any reason other than as part of providing our services. ***Zoom does not sell customer content to anyone or use it for any advertising purposes.***

Data that our system collects from you:

Type of Data	Examples	Zoom Uses it to
Technical information about your devices, network, and internet connection	IP address, MAC address, other device ID (UDID), device type, operating system type and version, client version, type of camera, microphone or speakers, connection type, etc.	Connect you to and optimize your experience using our services
		Provide customers dashboards and reports
		Respond to requests for support
	The phone number of a person making a call using Zoom services (e.g. Zoom Phone)	Monitor performance of our data centers and networks
		Conduct anonymized, aggregated analytics to

		improve Zoom’s service performance
Approximate Location	To the nearest city (we do not “track” your specific location)	<p>Connect you to the nearest data center</p> <p>Comply with privacy and other laws – for example, so we can provide you with the right notices for your area</p> <p>Suggest choices such as language preferences</p> <p>Monitor performance of our data centers and networks</p> <p>Respond to requests for support</p>
Information about how you use Zoom (this is NOT information or content you share in your meetings or in chats)	<p>Did you use VoIP or a phone call?</p> <p>Did you shift from the mobile client to the desktop?</p>	<p>Optimize your Zoom experience</p> <p>Respond to requests for support</p> <p>Conduct anonymized, aggregated analytics to improve Zoom’s performance.</p>

Setting and preferences chosen by the user	<p>Join with video off</p> <p>Require meeting password</p> <p>Enable waiting room</p> <p>Do not allow screen sharing other than host</p>	To provide you choices for how you use Zoom
Metadata	<p>Duration of the meeting / Zoom Phone call</p> <p>Email address, name, or other information that a participant enters to identify themselves in the meeting</p> <p>Join and leave time of participants</p> <p>Name of the meeting</p> <p>Date / time that meeting was scheduled</p> <p>Chat status (unless a setting is actively chosen by user)</p> <p>Call data records for Zoom Phone</p>	<p>Provide Zoom services</p> <p>Provide customers dashboards and reports</p> <p>Respond to requests for support</p>

Recordings

If you attend a Zoom meeting or webinar as a participant, the host may choose to record the session, and if so, the host is responsible for obtaining consent from you. Zoom helps hosts obtain consent from meeting participants by providing visual and audio cues to alert participants of a recording. A meeting host may even turn on a pop-up notice which requires a participant to click a “continue” button to acknowledge notice of the recording. Recordings may contain personal data and may be stored in Zoom’s cloud at the request of the customer. A meeting host may choose to store a recording of a meeting on the host’s local storage device, not in Zoom’s cloud. When a host chooses to do that, Zoom does not have any control over the recording. Our customer may also request that a transcript be made of the recording stored in our cloud. The transcript, which may also contain personal data, is treated the same way as the recording by Zoom.

Zoom Phone allows customers to record phone calls, receive voice mail recordings, and obtain transcripts of voicemail, all which may contain personal information and also be stored in our cloud.

Zoom does not monitor, access or use the recordings or transcripts that a meeting host or Zoom Phone customer may choose to store in Zoom’s cloud, unless he or she requests us to, for example, to provide technical support.

Attention Tracking

If you attend a Zoom meeting or webinar as a participant, the host (or their account administrator) may have enabled Attention Tracking. This feature is operational only when a host is sharing their screen. It places a small clock icon next to a participant’s name to indicate only to the host when Zoom is not the active window on the participant’s computer for more than 30 seconds, when the host is sharing their screen. While Zoom may provide certain tools to show that attention tracker is on, it is the meeting host’s responsibility to notify meeting participants if this feature is in use. Neither the meeting host nor Zoom can see or access any other applications on a participant’s screen or computer. Also, the Attention Tracker does not allow Zoom to monitor what takes place in a meeting, and does not apply to meetings where screen sharing is not turned on. Using other features of the service does not activate Attention Tracker.

Zoom Marketing Sites

Zoom may also gather data from you when you visit our marketing websites, such as zoom.us and zoom.com. These are our webpages that tell you about our product, plans and pricing, features, and other information about Zoom. The categories of data we collect from our websites include: data you choose to give us; data we may obtain from cookies or similar analytics tools; data we receive from referrals by other customers; and data we collect if you choose to answer any marketing communications. As used in this section, “you” means visitors to our marketing pages or people who do the things we describe here. (“You” here does not mean a user of Zoom services.)

Data you can choose to give us:

Type of Data	Examples	Zoom Uses it to
Information that identifies you	Your name, username, physical address, email address, phone number	<p>Create an account when you sign up</p> <p>Respond to requests from you</p> <p>Send you marketing communications, unless you tell us not to (or if you say it's OK, i.e., opt-in)</p>
Information about your job	Company, title, department	<p>Provide tailored information</p> <p>Respond to requests from you</p>
Payment information	Credit/debit card (goes directly to our payment processor; credit card information is not accessed or stored by Zoom)	Charge you when you sign up for a paid plan

Data we may obtain about you:

Type of Data	Examples	Zoom Uses it to
Data collected through the use of cookies and pixels	<p>Data collected from tools such as Google Analytics and Google Ads</p> <p>(All cookies are visible in the Cookie Preferences tool. You have control over what non-essential cookies you accept. For more information, see our Cookie Policy and the Cookie section below)</p>	<p>Analyze how our website is used so we can improve your experience</p> <p>Allow you to do things like completing orders, sharing pages, and remembering settings.</p>

		<p>Evaluate the success of our Marketing campaigns</p> <p>Send you tailored Zoom advertising when you are on other sites.</p> <p>(For more information on how Zoom uses cookies, see our Cookie Policy)</p>
Third Parties	<p>Data Enrichment services</p> <p>Mailing Lists</p> <p>Public Sources</p>	<p>Send you marketing communications, unless you tell us not to (or if you say it's OK, i.e., opt-in)</p> <p>Provide tailored information based on your interests</p>

Cookies and Automated Collection of Data

This section applies to marketing websites only and does not apply to Zoom services. There are no advertising cookies or tracking technology in our services.

Zoom collects information about you when you visit our marketing websites, unless you tell us not to by adjusting your cookie setting. We use such things as cookies and tracking technologies from our advertising service provider tools (e.g., Google Ads). Information collected includes Internet protocol (IP) addresses, browser type, Internet service provider (ISP), referrer URL, exit pages, the files viewed on our marketing sites (e.g., HTML pages, graphics, etc.), operating system, date/time stamp, and/or clickstream data.

We use this information to determine the offers to make for our services, analyze trends on and run the marketing site, and understand users' movements around the marketing site. We also gather information about our visitors, such as location information at the city level (which we get from IP addresses) for tailoring advertising and selecting the language to use to display the website.

You have choices about what cookies can be used. You can adjust cookie settings by turning off optional cookies in your browser's setting or by using our Cookie Preferences link at the bottom of the Zoom homepage. To ensure that you do not receive Advertising Cookies, you can adjust the slider at the Cookie Preferences link to "Required Cookies/CCPA Opt-Out".

For more information regarding cookies or similar technologies, please review our [Cookie Policy](#).

Our Referral Program

You can use our referral program to tell others about Zoom. When you do, you will be asked to provide that person's name and email so that we can contact them. We rely on you to make sure the person you are referring to us has agreed to be contacted. We will send a one-time email inviting them to visit the marketing site. Unless that person says they want to hear more, we will only use their name and email address to send this one-time email and to maintain an activity log of our referral program.

Marketing Communications

You can sign up to receive email or newsletter communications from us. If you would like to stop receiving these communications, you can update your preferences by using the "Unsubscribe" link found in these emails, or by emailing unsubscribe@zoom.us.

We may send you push notifications to update you about any events or promotions that we may be running. If you don't want to receive these types of communications, you can turn off the setting on your device that allows these notifications to be delivered.

Additional Data Uses

Specific Requests. In addition to the uses described above, Zoom may also receive data from you for specific purposes. When you give it to us, we use the data for that specific purpose:

- To keep you up to date on the latest Service announcements, software updates, upgrades, system enhancements, special offers, and other information
- To run opt-in contests, sweepstakes or other promotional activities
- To provide you with information and offers from us or third parties
- If you choose to participate, to conduct questionnaires and surveys to provide better services to our customers and end users
- To respond to you when you apply to join us (zoom.us/careers)
- To personalize marketing communications and website content based on your preferences, such as in response to your request for specific information on products and services that may be of interest.

Comply with legal obligations. We use data to detect, investigate and stop fraudulent, harmful, unauthorized or illegal activity. We also use data to comply with our contractual and legal obligations, resolve disputes with users, and enforce our agreements, if needed.

Disclosures

During use of Zoom. When you use Zoom, some data will be disclosed to other participants and to meeting or webinar hosts. For instance, when you attend a meeting, your name might appear in the attendee list. If you turn on your video camera, your image will be shown. If you send a chat or share content, that can be viewed by others in the chat or the meeting.

Customer Content, Dashboards and Reports. Customer content, including information shared during meetings, information about participants in meetings and any recordings of meetings, belongs to our customers. Customers may use this content, which may include personal data about participants, for their own purposes. Customers may also receive data we collect (for example, participants' names) when they generate Zoom dashboards and usage reports for themselves.

At the direction of our Customers. As described more below, under the EU's GDPR, Zoom is a "Processor" of customer content and personal data that our Customers may put into our systems when they use Zoom. Our customers are the "Controllers". We follow their directions regarding this data, and may store it, delete it, or disclose it at their direction.

For Legal Reasons. We may also disclose data when we respond to valid legal process including jurisdiction. Zoom's policies regarding compliance with valid legal process preclude cooperation where a government does not have jurisdiction. Zoom may also disclose data when reasonably necessary to preserve Zoom's legal rights.

To Third Party Service Providers. We use third-party service providers to help us provide portions of the Zoom services and give support. Examples of these third parties include public cloud storage vendors, carriers, our payment processor, and our service provider for managing customer support tickets. They only receive data needed to provide their services to us. We have agreements with our service providers that say they cannot use any of this data for their own purposes or for the purposes of another third party. We prohibit our service providers from selling data they receive from us or receive on our behalf. We require service providers to use data only in order to perform the services we have hired them to do (unless otherwise required by law). For example, we may use a company to help us provide customer support. The information they may receive as part of providing that support cannot be used by them for anything else. For more information about our service providers, please see our [Sub-processors page](#).

Does Zoom sell Personal Data?

We do not sell your data.

We do not allow marketing companies, advertisers or similar companies to access personal data in exchange for payment. We do not allow third parties to use any personal data obtained from us for their own purposes, unless you consent (e.g., when you download an app from the Marketplace). Our customers may use the webinar service to generate their own marketing leads and they may provide marketing information to you. When you register for a webinar, you provide your data to the host of the webinar, and if required, any consent that you give about your data would be to them, as well. Zoom may keep the data about the registration in our system in order to facilitate the webinar, but Zoom does not use or share that data other than to provide the services. A customer may also charge for their webinars. Again, that transaction is between the host and participant of the webinar. Zoom is not selling any data.

As described in the Zoom marketing sites section, Zoom does use certain standard advertising tools on our marketing sites which, provided you have allowed it in your cookie preferences, sends personal data to the tool providers, such as Google. This is not a "sale" of

your data in the sense that most of us use the word sale. However, California's CCPA law has a very broad definition of "sale". Under that definition, when Zoom uses the tools to send the personal data to the third-party tool providers, it may be considered a "sale". It is important to know that advertising programs have always worked this way and we have not changed the way we use these tools. It is only with the recent developments in data privacy laws that such activities may fall within the definition of a "sale".

Because of CCPA's broad definition, as is the case with many providers since the CCPA became law, we provide a "Do Not Sell My Personal Information" link at the bottom of our marketing sites. You can use this link to change your Cookie Preferences and opt out of the use of these advertising tools. If you opt out, Personal Data that was used by these tools will no longer be shared with third parties in a way that constitutes a "sale" under CCPA.

Data Retention

We will retain personal data collected for as long as required to do what we say we will in this policy, unless a longer retention period is required by law. Customers can delete their own content.

Transfer and Storage of Personal Data

Zoom services generally store data in the United States, though our global data centers, data may come in from wherever users are located. We may transfer your data to the U.S., or to third parties acting on our behalf, for the purposes of processing or storage. Our customers may choose to have their data stored outside of the U.S; for example, they may choose to have their data stored in their geographic vicinity. We may store local data locally in order to comply with specific local laws and regulations. By using Zoom, or providing personal data for any of the purposes stated above, you consent to the transfer to and storage of your personal data in the U.S., or other location as directed by Customer. In certain limited circumstances, courts, law enforcement agencies, regulatory agencies, or security authorities in those other countries may be entitled to access your personal data.

Security of your Personal Data

Zoom is committed to protecting your personal data. We use a combination of industry-standard security technologies, procedures, and organizational controls and measures to protect your data from unauthorized access, use, or disclosure.

We recommend you take every precaution in protecting your data when you are on the Internet. For example, change your passwords often, use a combination of upper and lower-case letters, numbers, and symbols when creating passwords, and make sure you use a secure browser. If you have any questions about the security of your data, please contact our security team at security@zoom.us

Linked Websites and Third-Party Services

Our marketing websites may provide links to other third-party websites and services which are outside our control and not covered by this policy. We encourage you to review the privacy policies posted on these (and all) sites you visit or services you use.

Data Subject Rights

Generally, when we obtain personal data, we do so on behalf of our customers. For purposes of GDPR and CCPA, our customer is the “Controller”, or decision maker, for the personal data, and we are the “Processor”, acting as a “service provider” for, and at the direction of, our customer. “Processing” just means doing something with the data. We are typically required to follow a customer’s instructions about personal data we hold for that customer.

These are certain requests you can make related to personal data about you, which we will respond to as much as we can under applicable laws. (See below for other legal rights you may have with respect to your personal data depending on where you reside.)

- **Access:** You can request more information about the personal data we hold about you. You can request a copy of the personal data.
- **Rectification:** If you believe that any personal data we are holding about you is incorrect or incomplete, you can request that we correct or supplement the data. You can also correct some of this information directly by logging into your service account, if you are a customer. Please contact us as soon as possible if you notice any inaccuracy or incompleteness.
- **Objection:** You can let us know that you object to the collection or use of your personal data for certain purposes.
- **Opt Out of “Sales”:** You can ask us to take you out of certain advertising related to your personal data by clicking on the “Do Not ‘Sell’ My Personal Information” link.
- **Erasure:** You can request that we erase some or all of your personal data from our systems. For instructions on how to delete your account please see <https://support.zoom.us/hc/en-us/articles/201363243-How-Do-I-Delete-Terminate-My-Account>
- **Restriction of Processing:** You can ask us to restrict further processing of your personal data. (This just means you can ask us to stop using it for what we have been using it for.) This may mean that we have to delete your account.
- **Portability:** You can ask for a copy of your personal data in a machine-readable format. You can also request that we transmit the data to someone else where it’s technically possible.
- **Withdrawal of Consent:** If we are processing your personal data based on consent that you gave us when we got the data, you may have the right to withdraw your consent at any time. For example, if you have signed up for marketing communications you can request to be removed from these communications.
- **Right to File Complaint:** You have the right to lodge a complaint about Zoom’s practices with respect to your personal data with the supervisory authority of your country or EU Member State.

Sometimes we will not be able to fulfill your request. If it prevents us from complying with our regulatory obligations or impacts other legal matters, if we cannot verify your identity, or if it requires extraordinary cost or effort, we will tell you in a reasonable time and give you an explanation.

To make a request, please contact our Privacy Team at privacy@zoom.us or by writing to the following address:

Zoom Video Communications, Inc.

Attention: Data Privacy Officer

55 Almaden Blvd, Suite 600

San Jose, CA 95113

US: 1-888-799-9666

If you have a password protected Zoom account, we will use your account information to verify your identity. If not, we will ask you to provide additional verification information. What we request will depend on the nature of your request, how sensitive the information is, and how harmful unauthorized disclosure or deletion would be.

Additional Information About Specific Regulations

Residents of the European Union (EU), United Kingdom, Lichtenstein, Norway, Iceland or Switzerland

If you reside in the European Union (EU), United Kingdom, Lichtenstein, Norway, Iceland or Switzerland, you may have legal rights with respect to your personal data, including those set forth under the EU's General Data Protection Regulation (GDPR).

GDPR requires that we have a "basis" for processing your data. We process your personal data (i) with your consent (where applicable), (ii) to perform a contract with a customer, and (iii) for other legitimate interests and business purposes.

Residents of the State of California

If you reside in California, you may have legal rights with respect to your personal data, including those set forth under the California Consumer Privacy Act (CCPA). If you are a California resident, you can request information about both the categories and specific pieces of data we have collected about you in the previous twelve months, the reason we collected it, the category of entities with whom we have shared it and the reason for any disclosure. Zoom is prohibited from discriminating against California consumers that choose to exercise their privacy-related rights under the CCPA.

Zoom for Government Customers

This paragraph only applies to Zoom for Government (ZfG) customers. The ZfG service is hosted in the United States in a separate cloud authorized by FedRAMP and is accessible by way of a separate website (www.zoomgov.com). Here is what that means for you:

- All data collected about you while using the ZfG service or the ZfG website is stored in the United States of America;

- Your data is only processed by Zoom in accordance with FedRAMP “moderate impact level” control standards;
- The sections in this policy related to the GDPR and any other references to international data handling do not apply to the personal data collected by Zoom about you in connection with your use of the ZfG service or ZfG website;
- With regard to the Zoom App Marketplace, we do not allow third parties to use any personal data obtained from us for their own purposes, unless it is with your consent (e.g. when you download an app from the Zoom for Government Marketplace: <https://marketplace.zoomgov.com/>).

EU-U.S. Privacy Shield and Swiss-U.S. Privacy Shield

Zoom Video Communication, Inc. participates in and has certified its compliance with the EU-U.S. Privacy Shield Framework and the Swiss-U.S. Privacy Shield. Zoom is committed to subjecting all personal data received from EU member countries, Switzerland, and the United Kingdom, in reliance on the Privacy Shield Frameworks, to the Framework's applicable Principles. To learn more about the Privacy Shield Frameworks, and to view our certification, visit the U.S. Department of Commerce's Privacy Shield List, <https://www.privacyshield.gov/list>.

Zoom is responsible for the processing of personal data it receives under the Privacy Shield Framework, and subsequently transfers to a third party acting as an agent on its behalf. Zoom complies with the Privacy Shield Principles for all onward transfers of personal data from the EU, Switzerland, and the United Kingdom including the onward transfer liability provisions.

With respect to personal data received or transferred pursuant to the Privacy Shield Frameworks, Zoom is subject to the regulatory enforcement powers of the U.S. Federal Trade Commission. In certain situations, Zoom may be required to disclose personal data in response to valid and lawful requests by public authorities or pursuant to requests from law enforcement; Zoom shall provide Notice to Customer if such a request is made within five (5) days.

If you have an unresolved privacy or data use concern that we have not addressed satisfactorily, please contact our U.S.-based third party dispute resolution provider (free of charge) at <https://feedback-form.truste.com/watchdog/request>.

Under certain conditions, more fully described on the Privacy Shield website <https://www.privacyshield.gov/article?id=How-to-Submit-a-Complaint>, you can invoke binding arbitration when other dispute resolution procedures have been exhausted.

Standard Contractual Clauses

In certain cases, Zoom will transfer personal data from the EU in accordance with the European Commission-approved Standard Contractual Clauses, a copy of which can be obtained at <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex%3A32010D0087>.

Contact Us

If you have any privacy-related questions or comments related to this privacy policy, please send an email to privacy@zoom.us. You can also contact us by writing to this address:

Zoom Video Communications, Inc.

Attention: Data Privacy Officer

55 Almaden Blvd, Suite 600

San Jose, CA 95113

If you reside in the EU, United Kingdom, Lichtenstein, Norway or Iceland, you can also contact our [Data Protection Officer](#).

Exhibit C: Acceptable Use Policy

Effective May 30, 2019

This Acceptable Use Policy (the “Policy”) governs all uses of Zoom Services and supplements any Master Service Agreement, Terms of Service, End User License Agreement or other contracting document for the provision and use of Zoom Services (the “Services Agreement”). Capitalized terms not defined herein have the meaning set forth in the Services Agreement. This Policy defines the standards Zooms expects its Customers and End Users to adhere to while using the Services.

Zoom Services are designed to promote collaboration and effective working and business relationships by connecting users through voice, video and screen-sharing capabilities. As such, Zoom Services are intended for business use and purposes.

Customers and End Users may not use the Services to:

1. Post, stream or transmit any content, including live video, that violates this Policy
2. Do anything illegal, facilitate any illegal activity, or promote violence.
3. Do anything that threatens, exploits or otherwise harms children.
4. Engage in any activity that is harmful, obscene, or indecent (particularly as such would be understood in the context of business usage). This includes, for example, displays of nudity, violence, pornography, sexually explicit material, or criminal activity.
5. Facilitate or support human trafficking.
6. Engage in any activity that supports or facilitates terrorism or terrorist organizations
7. Engage in any activity that is fraudulent, false, or misleading.
8. Engage in any activity that is defamatory, harassing, threatening or abusive.
9. Store or transmit any data or material that is fraudulent, unlawful, harassing, libelous, threatening, obscene, indecent or otherwise inappropriate.
10. Send unauthorized messages, advertising or spam, including unsolicited promotional or commercial content or other mass solicitation material.
11. Misrepresent the User’s identity or affiliation with any entity or organization, or impersonate any other person.
12. Harvest, collect, or gather user data without consent.
13. Violate or infringe any intellectual property or proprietary rights of others, including copyrights.
14. Violate the privacy of others or distribute confidential or personal information of others.
15. Engage in any activity that is harmful or disruptive to the Services or attempts to circumvent restrictions on access, usage or security of the Services. This includes transmitting viruses, malware or other malicious or destructive code or using tools that mask IP address location or to otherwise circumventing restrictions on use due to regulations or account closures.

If you become aware of any violation of this Policy, please contact Zoom at violation@zoom.us. Zoom will investigate all reports and take immediate, appropriate

action where warranted (in Zoom's sole discretion). If a Customer or End User violates any of the terms of this Acceptable Use Policy, Zoom may immediately terminate the Customer's account, suspend or terminate access or take any other appropriate action, including legal action if warranted.

Reasonable Use

Zoom provides video conferencing services for business collaboration. Zoom anticipates that customers will use the services in a reasonable manner given the business purpose. As such, Zoom may limit, suspend or terminate access if an End User's use exceeds reasonable standards, and may monitor usage based on

- meeting lengths;
- uninterrupted meeting recordings;
- excessive recorded meeting length;
- calls made outside of business hours;
- other calling patterns indicative of an attempt to evade enforcement of Reasonable Use

Zoom may determine that abnormal, unreasonable or impermissible usage is occurring based on industry standards and patterns of usage of the Services, and may take appropriate steps, including suspension or termination of service. Zoom may first contact the Customer and discuss appropriate usage and suitable plans to support valid use of the Services.

In addition, Unlimited recording plans cannot, under any circumstances, be used for security systems.

Unlimited Calling Plans

Zoom offers "unlimited" audio calling plans (that operate with video conferencing services), and Zoom Voice offers unlimited and metered Voice Calling Plans ("the Calling Plans"). These plans are subject to this Reasonable Use Policy. The Calling Plans are for normal and reasonable business use; unreasonable use is prohibited. Use of the Calling Plans may qualify as unreasonable if Customer (a) engages in business activities that involve continual, uninterrupted, or consistently excessive use, (b) makes any misrepresentations to Zoom that materially affect volume or type of use, (c) engages in fraudulent or illegal use, including any activity that violates telemarketing laws or regulations, or (d) uses Zoom in any manner that harms Zoom's network or facilities or interferes with the use of the service by other Customers. Use that is inconsistent with the types and levels of usage by typical business customers on the same plan may be used as an indicator of abnormal or unreasonable use, including but not limited to abnormal call lengths, frequency, duration, or calling patterns that indicate an attempt to evade enforcement of this Reasonable Use Policy. Zoom reserves the right to review Customer use to determine if it is consistent with this Reasonable Use Policy. In the event Zoom determines that Customer may be engaging in unreasonable use, Zoom will determine the appropriate remedy and will take action to remedy any unreasonable use, including, at its sole discretion, discussing the use with the Customer, moving the Customer to an

appropriate Calling Plan, terminating certain Hosts, and/or otherwise modifying, suspending or terminating Customer's Zoom services.

Exhibit D: Zoom Phone Communications, Inc. 911 Customer Notification

Effective March, 2019

This notification provides important information about the ability to connect to 911 emergency calling services using Zoom Phone Service. Please read it carefully.

Zoom Phone 911 Service: Zoom Phone 911 Service operates differently than traditional 911 service. The FCC requires us to advise our customers of the circumstances under which 911 may not be available or may be in some way limited by comparison to traditional 911 service. Such circumstances include:

(1) Internet Connection Failure. If the Internet connection over which Zoom Phone Service is provided is interrupted, you and/or your company will not have access to Zoom Phone Service during that interruption and therefore **will not** have access to 911 service during that interruption.

(2) Network Configuration. If your company's network configuration does not permit Zoom Phone Service to connect, your company will not have access to Zoom Phone Service and therefore **will not** have access to 911 service.

(3) Service Relocation and Non-Native Telephone Numbers. Traditional 911 service automatically sends 911 calls to the appropriate local emergency responder, or Public Safety Answering Point ("PSAP"), based on the user's telephone number. Traditional Enhanced 911 service (also known as E911) automatically sends 911 calls to the appropriate PSAP along with the user's address and telephone number. Because Zoom Phone Service permits customers (and customers' users) to use Zoom Phone Service anywhere they have broadband Internet access, and to obtain numbers that may not correspond with their current location, Zoom Phone 911 Service functions differently than traditional 911 service in certain respects:

Because a user's telephone number does not necessarily correspond with the user's physical location, all users **must** provide Zoom Phone Communications, Inc. ("Zoom Phone") with their Registered Location when the company sets up their service. The Registered Location is the street address where the users will be using Zoom Phone Service.

Zoom Phone will, where possible, automatically transmit a user's Registered Location to the PSAP. Accordingly, if a user relocates the equipment (for example, laptop, tablet, mobile device, desktop phone or desktop computer) used to access Zoom Phone Service, the user must update the Registered Location. If the user does not update the Registered Location, any 911 call the user makes using Zoom Phone Service will be routed based on the user's previously provided Registered Location and therefore may not be routed to the appropriate PSAP for the user's current location.

Once a user notifies Zoom Phone of a change in the Registered Location, there may be a delay in making the new Registered Location available to properly route 911 calls and advise PSAPs of the user's Registered Location.

In circumstances where direct routing to PSAPs is not available, Zoom Phone will route 911 calls to a 24/7 emergency call center where trained agents will ask for the name, location, and telephone number of the person calling 911 and will contact the appropriate PSAP to send help. The call center **will not** automatically receive the user's address and telephone number.

(4) Loss of Electrical Power. Unless there is a backup system to power the Internet connection and any equipment used to access Zoom Phone Service, phone service and 911 service **will not** be available during any power outage.

(5) Outbound-Only Extensions. Your company may choose to enable certain extensions for outbound-only calling. Outbound-only extensions will not be assigned a telephone number to receive inbound calls and may not be used to call 911.

Customer account administrators must confirm that they have read and understood this notice before enrolling users on Zoom Phone Service. Customers are responsible for ensuring that the Registered Location is kept updated for their users and for complying with all requirements of the 911 notice.

Zoom Voice Communications, Inc. 911 Customer Notification For Canadian Customers

Effective March, 2019

This notification provides important information about the ability to connect to 911 emergency calling services using Zoom Phone Service. Please read it carefully.

Zoom Phone 911 Service: Zoom Phone 911 Service operates differently than traditional 911 service. The CRTC requires us to advise our customers of the circumstances under which 911 may not be available or may be in some way limited by comparison to traditional 911 service. Such circumstances include:

(1) Be prepared during any service interruption . VoIP phone service depends not only on your continued subscription (and payment) for the service, but also on Internet connectivity and power to function. In the event of power, network, or Internet outages (including congestion), or if your service is disconnected or suspended due to non-payment, you may experience a failure, disruption or delay in your 9-1-1 service. We recommend that you keep an alternative phone service (such as a cellular telephone) handy to increase the reliability of your access to emergency services during any service interruption.

(2) Do not disconnect. Until you are told to do so by an emergency dispatcher, do not disconnect your 9-1-1 call. If you are inadvertently disconnected, call back immediately.

(3) Network Configuration. If your company's network configuration does not permit Zoom Phone Service to connect, your company will not have access to Zoom Phone Service and therefore **will not** have access to 911 service.

(4) Service Relocation and Non-Native Telephone Numbers. Traditional 911 service automatically sends 911 calls to the appropriate local emergency call centre or national

emergency call centre, based on the user's telephone number. Traditional Enhanced 911 service (also known as E911) automatically sends 911 calls to the appropriate local emergency call centre or national call centre along with the user's address and telephone number. Because Zoom Phone Service permits customers (and customers' users) to use Zoom Phone Service anywhere they have broadband Internet access, and to obtain numbers that may not correspond with their current location, Zoom Phone 911 Service functions differently than traditional 911 service in certain respects:

Because a user's telephone number does not necessarily correspond with the user's physical location, all users **must** provide Zoom Voice Communications, Inc. ("Zoom Voice") with their Registered Location when the company sets up their service. The Registered Location is the street address where the users will be using Zoom Phone Service.

Zoom Voice will, where possible, automatically transmit a user's Registered Location to the appropriate emergency call centre. Accordingly, if a user relocates the equipment (for example, laptop, tablet, mobile device, desktop phone or desktop computer) used to access Zoom Phone Service, the user must update the Registered Location. If the user does not update the Registered Location, any 911 call the user makes using Zoom Phone Service will be routed based on the user's previously provided Registered Location and therefore may not be routed to the appropriate emergency call centre for the user's current location.

Once a user notifies Zoom Voice of a change in the Registered Location, there may be a delay in making the new Registered Location available to properly route 911 calls and advise emergency call centres of the user's Registered Location.

If a user's Registered Location is not correct or for other technical reasons, the emergency call centre may not have the user's address and telephone number. Accordingly, users should be to provide their name, location, and telephone number to an answering emergency centre.

(5) Inform other Users . You must notify employees, visitors, or other potential users of your VoIP service of the nature and limitations of 911 emergency calls. To make this easier, attach the stickers provided by Zoom Voice in a visible location on your equipment

(6) Outbound-Only Extensions. Your company may choose to enable certain extensions for outbound-only calling. Outbound-only extensions will not be assigned a telephone number to receive inbound calls and may not be used to call 911.

(7) Limitation of Liability . Zoom Voice does not have any control over whether, or the manner in which, local emergency response centres or the national calling centre answers or responds to 911 calls made using Zoom Phone's Service. Zoom Voice disclaims all responsibility for the conduct of local emergency response centres and the national emergency calling centre. Zoom Voice relies on third parties to route 911 calls to local emergency response centres and to a national emergency calling centre. Zoom disclaims any and all liability or responsibility in the event such third party routes calls incorrectly or the data used to route calls is incorrect. Neither Zoom Voice nor its officers, directors, employees, affiliates, agents and any other service providers who provides service to you in connection with Zoom Phone Service ("Zoom Indemnitees") may be held liable for any claims, damages, or losses, fines, penalties, costs and expenses arising from or relating to

Zoom Phone's 911 Service (collectively, "Claims"), and you hereby waive any and all such Claims unless such Claims arise from Zoom's gross negligence, recklessness or willful misconduct. You shall defend, indemnify, and hold harmless Zoom Indemnitees from any Claims by, or on behalf of, your or any third party relating to the absence, failure or outage of Zoom Phone Service, incorrectly routed 911 calls, and/or the inability of any user of the Service to be able to use 911 service or access emergency service personnel.

Customer account administrators must confirm that they have read and understood this notice before enrolling users on Zoom Phone Service. Customers are responsible for ensuring that the Registered Location is kept updated for their users and for complying with all requirements of the 911 notice.