



Contact: Ty Gabriel
 E-mail: Ty@LMCDATA.COM Tel 415-332-4200 x101
 Order Valid if executed by:

Zoom Service - (Check One)

- Business Named Host
- Education Named Host
- Enterprise Active Host Site License

Term

"Initial Term" months - 12
 Subsequent "Renewal Term(s)" months - 12

Order will have three (3) one (1) year renewal options exercised by Customer by providing Vendor thirty (30) days written notice prior to the then-expiration date unless terminated in accordance with Appendix A, Section 11B of DIR Contract No. DIR-TSO-3649.

Anticipated Availability Date for New or Change Service: (Typically within 3 Business Days from Zoom's acceptance of a valid Order.)

Billing Currency USD

Monthly Recurring Charge (Unless prepaid, invoiced monthly in advance throughout the term of this order.)

Description	Qty	Rate	Total Yearly Amount
Zoom Named Host Business			
Zoom Host 100 Capacity Add On			
Zoom Cloud Room Connector			
Zoom Audio Add On			
Toll Free US <input type="checkbox"/>			
Toll Free US /Canada <input type="checkbox"/>			
Premium Int'l Dial In <input type="checkbox"/>			
Call Out US <input type="checkbox"/>			
Call Out US /Int' <input type="checkbox"/>			
Zoom Cloud Recording Storage			
Zoom Video Webinar Add On			

Check For Annual Pre-Pay Option:

(For Prepay Option): Total Annual Pre-Pay Amount To Be Invoiced Per Term: \$ _____
 (Toll Free Audio Plan Add On does not have a prepay option, only monthly)

Credit Card Payment ___ Invoice Payment: ___ (Please place a X next to preferred method of payment)

Additional Order Items:

General Items

Maximum number of simultaneous Meetings per Named Host = 1

Maximum number of participants per session cannot exceed 50 for Named Hosts, with the exception of any Host with add on 100 participant capacity, in this case participants per session cannot exceed 100.

Subscription Service Fees: Invoiced monthly in advance throughout the term of this order if on monthly payment terms. For annual prepay option, service fees for the annual term are invoiced upon service start date and shall be paid in accordance with Appendix A, Section 8J of DIR Contract No. DIR-TSO-3649. Pricing includes unlimited VOIP and available Toll audio conferencing minutes per month per Host.

Special Payment Terms

Zoom Video Communications invoicing for Services begins on the first day that the service is available for use by the Subscriber and monthly thereafter. Subscription Service Fees are invoiced monthly in advance for the duration of the Order Form, except for annual pre-pay option which is invoiced once in the first month of the annual term. Commitments not utilized by the Subscriber during the month for which they are committed may not be carried forward into any subsequent month or term.

Service Description and Terms (Named Host)

Service and Support Information can be found at:
Information on Support Services for Zoom Subscribers may be found at: <http://support.zoom.us>

A description of Zoom Services may be found at: <https://www.zoom.us/pricing>

Named Host Description and Terms

A Named Host is any host who may host an unlimited number of meetings ("Meeting(s)") using the Service; provided that a Named Host may only host the above-listed maximum number of simultaneous Meetings at any given time. Each Meeting must be hosted by a Named Host and may include no more than the above-listed maximum number of meeting participants, including the Named Host.

Named Host accounts are individualized and may not be shared or used by anyone other than the one employee to whom the Named User account is assigned. The identification of Named Hosts must be unique to an individual and may not be of a generic nature. The exception to this would be an instance where a Named Host account is assigned to a physical named conference room to host group Zoom video conference sessions, which is allowed under the terms of this agreement. Subscriber shall identify those employees assigned to Named Host accounts. The List will be maintained by the Subscriber's Site Administrator, who will update the List so that it is current at all times.

Subscriber may change the committed number of Named Hosts accounts only upon submission and acceptance of an additional Order Form.

Zoom will have the right, upon reasonable notice, to audit Subscriber's records (including but not limit to the List) during normal business hours to ensure Subscriber's compliance with the above requirements. Zoom will pay the cost of the audit.

Subscriber Information

Zoom's creation of a website for Subscriber to access the Zoom Services shall constitute Zoom's acceptance of Subscriber's duly authorized offer to purchase Zoom Services in accordance with the terms of DIR Contract No. DIR-TSO-3649 and the following Terms and Conditions.

If Subscriber has a signed Services Agreement with Zoom, such agreement will govern Subscriber's use of Zoom Services ordered on this Order Form unless these terms contain provisions in conflict with DIR Contract No. DIR-TSO-3649 in which case DIR Contract No. DIR-TSO-3649 shall govern.

If Subscriber does not have a signed Services Agreement with Zoom, use of the Zoom Services by Subscriber is governed by DIR Contract No. DIR-TSO-3649 and the Zoom Terms and Conditions found at: <http://www.zoom.us/terms>. Should a provision of Zoom Terms conflict with the DIR Contract No. DIR-TSO-3649 they shall be deemed null and void.

Service Description and Terms (Enterprise Active Host)

Service and Support Information can be found at:
Information on Support Services for Zoom Subscribers may be found at: <http://support.zoom.us>

Active Host agreements carry the same service description and features as our Business Plans, enabling all advanced options of Zoom. A description of Zoom Services may be found at: <https://www.zoom.us/pricing>

Active Host Description and Terms

1. Active Hosts. An Active Host agreement provides access and a named user license to all Employees up to the Number of Employees listed on this order form. Pricing is based on a percentage of the Total Number of Employees expected to be Active Hosts at any given month of this Agreement. For the term of the Agreement, all Employees have the ability to use Zoom simultaneously up to the Number of Employees with no change in pricing, even if actual Active Host is higher than the percentage used to derive pricing for the Initial and Renewal Terms. An "Active Host" is a Named Host who hosts one (1) or more meetings per month using the Zoom Services.

2. Named Hosts. "Named Host" accounts are individualized accounts assigned to an Employee, defined below. The Subscriber may assign Named Host accounts to all Employees. Named Host accounts may not be shared or used by anyone other than the one Employee to whom the Named Host account is assigned. Subscriber shall identify those Employees assigned to Named Host accounts on the site administration section of their Zoom account log in (the "List"). The List will be maintained by the Subscriber's Site Administrator and provided to Zoom upon request.

3. Employees. "Employees" are the full and part-time employees of Subscriber, including all of Subscriber's subsidiaries and affiliates. Subscriber will provide to Zoom a written report upon execution of this Order Form, and annually thereafter, thirty (30) days prior the Effective Date. Each report will be certified by an officer of Subscriber stating the total number of Employees of Subscriber. As defined herein, Employees does not include any third party contractors of Subscriber, unless otherwise agreed to by the parties in writing. In the case of an educational institution, "Employees" shall be defined as all staff, faculty and students affiliated with that

institution.

4. **Active Host Average.** Prior to conclusion of the then-current Initial or Renewal Term, Zoom will calculate the number of Active Hosts averaged over the immediately preceding three (3) month period (for example, months 9, 10 and 11) to determine the "Active Host Average."

5. **Calculation of Subscription Quantity for the Initial Term.** □

a. **New Subscriber.** If Subscriber is not a current Zoom subscriber, the "Subscription Quantity" is the greater

of: (1) "Total Employee Count Active Host %" (as set forth in this agreement) of the total number of Employees, or (2) 30 Active Host accounts.

b. **Existing Subscriber.** If Subscriber is an existing Zoom subscriber, the "Subscription Quantity" is the greater of: (1) "Total Employee Count Active Host %" total number of Employees, (2) 30 Active Hosts accounts, or (3) the Active Host Average calculated from all existing subscription(s).

6. **Calculation of the Subscription Quantity for all Renewal Terms.** Prior to conclusion of the then-current Term, Zoom will calculate the Subscription Quantity as set forth above. Subscriber understands and agrees that any change in the Subscription Quantity will occur immediately upon calculation and without prior notice. Subscriber will be made aware of the change upon invoicing in the subsequent billing period.

7. **Calculation of Total Monthly Fee.** The Total Monthly Fee is the Subscription Quantity (as calculated for the Initial and each Renewal Term, and upon an Extraordinary Event) multiplied by the Monthly Fee Per Active Host. The Total Monthly Fee is re-set at the beginning of each Renewal Term, and after an Extraordinary Event.

8. **Extraordinary Event.** If there is an extraordinary event during the Initial or any Renewal Term, such as a merger, acquisition divestiture or significant layoff that changes the number of Employees by more than twenty percent (20%) (an "Extraordinary Event"), Subscriber shall report such change to Zoom within thirty (30) days of such event and the Subscription Quantity will be reset based on the number of Employees in existence after such event. Under these circumstances, determination of the Total Monthly Fee will be re-calculated as set forth above.

9. **Audit.** Zoom will have the right, upon reasonable notice, to audit Subscriber's records (including but not limited to the List) during normal business hours to ensure Subscriber's compliance with the above requirements. Zoom will pay the cost of the audit.

ZOOM VIDEO COMMUNICATIONS SUBSCRIPTION AGREEMENT (Enterprise)

This is a legal agreement ("Agreement") between the customer identified in the signature block to this Agreement ("Customer"), and Zoom Video Communications, Inc. ("Zoom"), for use of the Zoom product subscriptions, which Customer has licensed as specified in this Order Form ("Products"). "End User" refers to an individual within the groups specified in the Order Form and authorized by Customer to use the Products. The Products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Special terms are also set forth in the Order Form.

1. **LICENSE.** Zoom hereby grants to Customer a non-exclusive, non-transferable, worldwide right for End Users to use the Products, subject to the terms and conditions of DIR Contract No. DIR-TSO-3649 and this Agreement. Customer is responsible for use of the Products by End Users and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with each End Users use of the Products. Customer shall notify Zoom immediately of any unauthorized use of any password or account or any other known or suspected breach of security or misuse of the Products. All rights not expressly granted herein are reserved by Zoom and its licensors.

2. **PRICES AND FULFILLMENT.** For each Product license acquired by Customer, Customer will be billed at prices set forth in Exhibit A and in accordance with Appendix C of DIR Contract No. DIR-TSO-3649. The prices specified in Exhibit A include all charges for the right to use, standard support as specified by Zoom and updates made commercially available, but not for customization, sales taxes, and duties unless called out separately on the Zoom invoice. Taxes will be handled in accordance with Appendix A, Section 8E of DIR Contract No. DIR-TSO-3649.

3. **INVOICES & PAYMENTS.** Customer shall pay all invoices in accordance with Appendix A, Section 8J of DIR Contract No. DIR-TSO-3649. Except as explicitly provided in this Agreement, all payment obligations are non-cancelable and all amounts paid are non-refundable. Customer agrees the billing and contact information provided to Zoom is complete and accurate. If Customer believes their bill is incorrect, Customer must contact Zoom in writing within 30 days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

4. **NO COMMERCIAL USE.** Other than using the Products as permitted under the terms and conditions of DIR Contract No. DIR-TSO-3649 and this Agreement or other written agreements between Customer and Zoom, Customer may not sublicense, sell, resell, transfer, assign, distribute, make any commercial use of, use on a timeshare or service bureau basis, or use to operate a Web-site or otherwise generate income from the Products.

5. **PROPRIETARY RIGHTS.** Zoom or its licensors own and shall retain all proprietary rights, including all copyright, patent, trade secret, trademark and all other intellectual property rights, in and to the Products. 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 Products. Customer acknowledges that the licenses granted under this Agreement do not provide Customer with title to or ownership of the Products, but only a right to use under the terms and conditions of DIR Contract No. DIR-TSO-3649 and this Agreement. Customer shall not cause or permit the modification, disassembly, decompilation or reverse engineering of the Products or otherwise attempt to gain access to the source code to the Products. Customer may not modify, adapt, translate or create

derivative works based on all or any part of the Products. Customer shall not use the Products in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Products.

6. **TERM AND TERMINATION.** The term of this Agreement shall be for one (1) year and shall have three (3) one (1) year renewal options exercised by Customer providing Vendor thirty-day written notice prior to the then-expiration date unless terminated in accordance with Appendix A, Section 11B of DIR Contract No. DIR-TSO-3649. Sections 2 through 11, inclusive, shall survive any termination of this Agreement. Subject to record retention laws and policies, upon any termination of this Agreement, Customer shall cease any further use of the Products and destroy any copies of associated software within Customer's possession and control.

7. **SERVICE LEVEL AGREEMENT:** Zoom Video Communications Inc. shall uphold 99.9% uptime for its services under this subscription. Any customer downtime or interruption of services associated with this subscription agreement beyond the stated uptime metrics shall be addressed by Zoom Video Communications in the form of a credit towards the Subscriber's account in the amount equal to the downtime as relative to the Subscriber's monthly subscription amount. For any issues with the service that cause the customer to be without service or to be unable to conduct effective meetings over Zoom, Subscriber will be required to notify Zoom of these issues. Upon notification of these issues, Zoom Video Communications Inc. shall have 15 business days to provide a satisfactory resolution to these issues, otherwise Subscriber may terminate this agreement due to breach of agreement.

8. WARRANTIES.

8.1 **LIMITED WARRANTY.** Zoom warrants to Customer during the Term of this Agreement that the Products 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 be required to use commercially reasonable efforts to modify the Products to conform in all material respects the Zoom documentation, and if Zoom is unable to materially restore such functionality within thirty (30) days from the date of written notice of said breach, Customer shall be entitled to terminate the Agreement upon written notice and shall be entitled to receive a pro-rata refund of the unused license fees which have been paid in advance (if any) under this Agreement. This warranty shall be in effect for the first thirty (30) days ("Warranty Period") from the date the applicable Products are first provided to the Customer. In the event of any material non-conformance reported after the Warranty Period, Zoom's sole and exclusive obligation and Customer's sole and exclusive remedy shall be to obtain error corrections through Zoom's technical support services.

8.2 **WARRANTY DISCLAIMER.** EXCEPT AS EXPLICITLY PROVIDED IN THIS AGREEMENT, 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 PRODUCTS 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 PRODUCTS.

9. INDEMNIFICATION.

Indemnification shall be handled in accordance with Appendix A, Section 10A of DIR Contract No. DIR-TSO-3649

10. LIMITATION OF LIABILITY.

LIMITATION OF LIABILITY SHALL BE HANDLED IN ACCORDANCE WITH APPENDIX A, SECTION 10K OF DIR CONTRACT NO. DIR-TSO-3649

12. MISCELLANEOUS

12.1 **Choice of Law and Forum.** This Agreement shall be governed by and construed under the laws of the State of Texas, U.S.A., as applied to agreements entered into and to be performed in Texas. The parties consent to the exclusive jurisdiction and venue of the state courts located in Travis County, Texas. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas.

12.2 **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.

12.3 **General Provisions.** DIR Contract No. DIR-TSO-3649 and 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 and all rights and remedies of either parties upon breach or other default under this Agreement will be deemed cumulative and not exclusive of any other right or remedy conferred by this Agreement or by law or equity on either party, and the exercise of any one remedy will not preclude the exercise of any other. The captions and headings appearing in this Agreement are for reference only and will not be considered in construing this Agreement. No text or information set forth on any other purchase order, preprinted form or document shall add to or vary the terms and conditions of this Agreement. No joint venture, partnership, employment, or agency relationship exists between the parties as a result of this agreement or use of the Products.

12.4 **Assignment; Change in Control.** Assignments shall be handled in accordance with Appendix A, Section 4D of DIR Contract No. DIR-TSO-3649.

12.5 **Marketing.** Zoom and Customer may, upon the parties' mutual agreement, issue a joint press release to announce the relationship of the parties hereunder. Neither party will issue any separate press release related to this Agreement without obtaining the other party's prior approval, which shall not be unreasonably withheld.

12.6 **Notice.** Notices shall be handled in accordance with Appendix A, Section 12 of DIR Contract No. DIR-TSO-3649.

12.7 **Modifications.** Any modification to this agreement must be in writing and signed by both parties.

Subscriber

Account Name: □

Signature:	Billing Information
Name:	Billing Contact Name:
Title:	Billing Contact Title:
Date:	P.O/P.R.# (If Required):
	Billing Address (if different):
Phone:	Billing Phone:
Email:	Billing Email:

Zoom Video Communications

BILLING CONTACT NUMBER
415-332-4200 x101□