

ZOOM VIDEO COMMUNICATIONS MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement (this "Agreement") is effective April 23, 2018 ("Effective Date") between The Arizona Board of Regents on behalf of The University of Arizona ("Customer"), and Zoom Video Communications, Inc. ("Zoom"), for Customer's use of the Zoom services to which Customer has subscribed ("Services") as specified in one or more Zoom order form(s) ("Order Form"). The initial Order Form may be attached hereto as Exhibit A. Additional terms may also be set forth in the Order Forms. In the event of a conflict between the Agreement and an Order Form, the conflicting term(s) in the Order Form will not be considered an amendment to the Agreement but the conflicting term(s) in the Order Form will only apply to that individual order.

1. **DEFINITIONS.** The following definitions will apply in this Agreement and the Order Forms.

"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 failure of Customer to access the Services due to third parties outside of the control of Zoom (such as internet service providers, network service providers or telecommunications service providers) or due to Customer hardware, software, systems or networks.

"End User" means a Host or Participant who uses the Services.

"Host" means an individual who can schedule and start Meetings. Every Meeting will have one Host.

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

"Meeting" means a Zoom meeting.

"Named Host" means an identified employee or contractor of Customer to whom Customer gives the right to host Meetings. A Named Host may host an unlimited number of Meetings, but only one Meeting at a time. A Named Host license may not be shared or used by anyone other than the individual licensed to be a Named Host.

"Order Start Date" means the date an Initial Subscription Term begins as specified in an Order Form.

"Participant" means an individual, other than the Host, who participates in a Meeting.

"Renewal Term" means the renewal subscription term for a Service commencing after the Initial Subscription Term or another Renewal Term as specified in an Order Form.

2. **LICENSE.**

(a) Zoom hereby grants to Customer a non-exclusive, non-transferable, worldwide right for Customer to use the Services, subject to the terms and conditions of this Agreement for the term specified in the Order Form. Customer will receive updates to the Services that are made generally available by Zoom during the term specified in the Order Form. A single Meeting may not have more than one hundred (100) End Users participating, unless otherwise specified in the applicable Order Form. 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 Services.

(b) Customer is responsible for use of the Services by End Users and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with each End User's use of the Services, including but not limited to laws and regulations related to intellectual property, privacy and export control. The Services are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. All rights not expressly granted herein are reserved by Zoom and its licensors.

3. **PRICES AND FULFILLMENT.** For each license acquired by Customer for the applicable Service, Customer will be billed at prices set forth in Zoom's best and final response to the Customer's Request for Proposal L191803 and reflected on the Order Form. The prices specified in the Order Form include all charges for the right to use the Services. Fees for standard support (see Zoom Help Center: <https://support.zoom.us/hc/en-us/articles/201362003-Zoom-Technical-Support>) and generally available updates to the Services are included as part of the fees for Services. The fees may also include overage amounts or per use charges (primarily for audio and cloud recording, if purchased), which will be described in the Order Form, and Customer agrees to pay these amounts or charges if Customer incurs them. Fees for sales tax, value-added, ad valorem tax or similar taxes are not specified in the Order Form, but will be specified separately on the Zoom invoice. Fees for professional services, if any, will be set forth in a professional services Order Form. Zoom may change prices with University approval prior to the renewal term as specified in RFP L191803 sections 4.35 and 5.6. Any price changes will be effective upon the commencement of Customer's next renewal term.

4. **INVOICES & PAYMENTS.** Unless specified otherwise in an Order Form, Customer shall pay all invoices within 30 days of the date of such invoice. Except as explicitly provided in this Agreement, all payment obligations are non-cancelable and all amounts paid are non-refundable. Zoom's prices are exclusive of all sales, use, value-added, goods and services, withholding and other taxes or duties. Customer will pay or self-assess all taxes and duties assessed in connection with this Agreement and its performance, except for taxes payable on Zoom's net income or property. Zoom will issue a VAT invoice to Customer as required by applicable law. To the extent that any amounts payable by Customer are subject to withholding taxes, the amount payable shall be grossed up by Customer when customer remits payment such that the amount paid net of withholding taxes equals the amount invoiced by Zoom. Customer will promptly reimburse Zoom for any and all taxes or duties that Zoom may be required to pay on Customer's behalf in connection with this Agreement or its performance. Customer will provide Zoom with all appropriate resale

certificate numbers, VAT registration numbers and other documentation satisfactory to the applicable taxing authorities to substantiate any claim of exemption from any taxes or duties. If Customer pays any withholding taxes based on the payments made by Customer to Zoom to hereunder, Customer will furnish Zoom with written documentation of all such tax payments, including receipts and other customary documentation, to demonstrate to the relevant tax authorities that such taxes have been paid by Customer. Customer agrees the billing and contact information provided to Zoom is complete and accurate. If Customer believes its 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.

5. NO COMMERCIAL USE. Other than using the Services as permitted under the terms and conditions of this Agreement or other written agreements between Customer and Zoom, Customer may not sublicense, sell, resell, transfer, assign, distribute, use on a timeshare or service bureau basis or charge fees to other parties for use of the Services.

6. PROPRIETARY RIGHTS AND CUSTOMER DATA.

(a) 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 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. Customer acknowledges that the licenses 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. Customer shall not cause or permit the modification, disassembly, decompilation or reverse engineering of the Services or otherwise attempt to gain access to the source code to the Services. Customer may not modify, adapt, translate or create derivative works based on all or any part of the Services. Customer shall not use the Services in order to (i) build a competitive product or service, or (ii) copy any features, functions or graphics of the Services.

(b) Customer retains ownership of any content or data (“Customer Data”) originated from Customer and stored or transmitted using the Services. Customer will not knowingly use, and will not knowingly permit any End User to use, the Services: (i) to store or transmit any data or material that is harassing, libelous, threatening, obscene, indecent, would violate the intellectual property rights of any party or is otherwise unlawful, that would give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation; (ii) to provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act; or (iii) to upload or transmit any software, Customer Data or code that does or is intended to harm, disable, destroy or adversely affect performance of the Services in any way or which does or is intended to harm or extract information or data from other hardware, software or networks of Zoom or other users of Services.

(c) Responsibility for content or data of others. It is possible that other users of the Service may violate one or more of the above prohibitions. Zoom assumes no responsibility or liability for such violation. If Customer becomes aware of any violation of this Agreement in connection with use of the Service by any person, Customer may contact Zoom at violation@zoom.us. Zoom may investigate any complaints and violations that come to its attention and may take any action that it believes is appropriate, including, but not limited to issuing warnings, removing the content or terminating accounts and/or End User profiles. However, because situations and interpretations vary, Zoom also reserves the right not to take any action. Under no circumstances will Zoom be liable in any way for any data or other content viewed while using the Service, including, but not limited to, any errors or omissions in any such data or content, or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to any data or content.

(d) Infringement of copyrights in connection with the Services may be reported to Zoom’s Copyright Agent with the following information: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (ii) a description of the copyrighted work claimed to have been infringed; (iii) a description of where the allegedly infringing material was seen (meeting number, date and time); (iv) the reporting party’s address, telephone number, and email address; (v) a written statement by the reporting party that they have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (vi) a statement by the reporting party, made under penalty of perjury, that the information provided is accurate and that the reporting party is the copyright owner or authorized to act on the copyright owner's behalf. Zoom’s Copyright Agent for notice of claims of copyright infringement can be reached as follows: email: copyright@zoom.us; regular mail: Zoom, Copyright Agent, 55 Almaden Blvd #600, San Jose, CA 95113. In the event Customer Data is removed pursuant to this process, Zoom will provide Customer information on how to file a counter-notice. Notices and counter-notices are legal notices distinct from regular Service activities or communications. As such, they are not subject to Zoom’s Privacy Policy. This means Zoom may publish or share them with third parties at our discretion, and Zoom may produce them pursuant to a legal discovery request.

(e) Zoom will maintain reasonable physical and technical safeguards to prevent unauthorized disclosure of or access to Customer Data. Zoom will comply with Zoom’s privacy policy and applicable privacy laws and regulations with respect to personal data within Zoom’s possession and control.

(f) Confidentiality. Each party agrees to regard and preserve as confidential all non-public information provided by the other party related to the business, systems, operations, strategic plans, clients, 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 any information provided or disclosed to Zoom by the Customer or an End User related 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. 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. "Confidential Information" shall not include information that (i) 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; (ii) is or becomes publicly known or available through no wrongful act of a party; (iii) is rightfully received from a third party without restriction and without breach of this Agreement; (iv) is required to be disclosed by law, regulation, or court order (provided that the party subject to such law, regulation or court order shall notify the other party of any such use or requirement prior to disclosure in order to afford such other party an opportunity to seek a protective order to prevent or limit disclosure of the information to third parties) or (v) is developed by a party without the use of any proprietary, non-public information provided by the other party under this Agreement. 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 recipient takes to protect its own Confidential Information, and no less than a reasonable standard of care; (b) To notify the discloser promptly upon discovery of any unauthorized use or disclosure of Confidential Information; and (c) to cooperate with the discloser to help regain control of the Confidential Information and prevent further unauthorized use or disclosure of it.

7. **TERM AND TERMINATION.** Each Order Form will specify an Order Start Date and an Initial Subscription Term for the Services subscribed to in that Order Form and will not exceed five (5) years in total from the contract effective date. No Renewal Term will commence upon conclusion of the Initial Subscription Term without the prior written agreement by Customer. A party may terminate this Agreement by: (a) providing written notice of termination without cause to the other party provided that all subscription terms for all outstanding Order Forms have expired or been terminated, or (b) providing written notice of termination for cause if the other party has materially breached the Agreement and has not cured such breach within thirty (30) days of written notice of such breach. 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.

Upon any termination of this Agreement, Customer shall cease any further use of the Services and destroy any copies of associated software within Customer's possession and control. Within 30 days of expiration or termination of the Agreement or Order Form, Zoom will return a copy of Customer Data to the Customer at no cost to the Customer or provide access for Customer to retrieve any Customer Data.

8. **SERVICE LEVEL AGREEMENT:** Zoom shall make commercially reasonable efforts to ensure that Downtime does not exceed 0.1% in a month. In the event of any Downtime of the Services in excess of 0.1% in a month, Zoom shall provide Customer a credit in an amount equal to the Downtime percentage times Customer's monthly subscription amount for the Service. Customer shall provide Zoom with prompt written notice of any Downtime. If Zoom fails to correct any Downtime situation within fifteen (15) business days after receipt of such notice, Customer may terminate this Agreement.

9. **WARRANTIES.**

9.1 **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 be required to 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 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 Services are first provided to the Customer. In the event of any material non-conformance reported after the Warranty Period, Zoom's sole and exclusive obligation and Customer's sole and exclusive remedy shall be to obtain error corrections through Zoom's technical support services.

9.2 **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 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.

10. INDEMNIFICATION.

10.1 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, attorney's fees, expert fees and court costs) that Customer may sustain or incur arising from infringement by the Services of any copyright, trademark or trade secret of a third party, or any U.S. patent; provided that Customer complies with the terms of Section 10.3 below. This indemnity will not apply to any claim that the infringement arose from the combination of the Services with software, hardware, content, data or other items not supplied by Zoom. In the event that the licensed Services are, or in Zoom's sole opinion are likely to be, enjoined due to the type of infringement described in this Section 10, 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.

10.2 Intentionally Omitted.

10.3 In claiming any indemnification under this Section 10, the indemnified party shall promptly provide the indemnifying party with notice of any claim that the indemnified party believes is within the scope of the obligation to indemnify. The indemnified party may, at its own expense, assist in the defense if it so chooses, but the indemnifying party shall control the defense and all negotiations relative to the settlement of any such claim. Any settlement intended to bind the indemnified party shall not be final without the indemnified party's written consent, which consent shall not be unreasonably withheld or delayed.

11. LIMITATION OF LIABILITY.

11.1 ZOOM SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR (a) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (b) ANY UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF THE WEB SITE, ANY CONTENT, CUSTOMER DATA, SYSTEM DATA, OTHER DATA FILES, PROGRAMS OR INFORMATION THROUGH ERROR, OMISSION, ACCIDENT OR FRAUDULENT MEANS OR DEVICES NOT DIRECTLY ATTRIBUTABLE TO ZOOM'S NEGLIGENT ACTS OR OMISSIONS, OR FOR OTHER CIRCUMSTANCES OUTSIDE OF ZOOM'S REASONABLE CONTROL, OR (c) ANY MALFUNCTION OR CESSATION OF INTERNET SERVICES BY INTERNET SERVICE PROVIDER OR OF ANY OF THE NETWORKS THAT FORM THE INTERNET WHICH MAY AFFECT THE OPERATION OF THE SERVICES.

11.2 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.

11.3 UNLESS DISALLOWED BY STATUTE, IN NO EVENT SHALL ZOOM'S LIABILITY FOR ANY DAMAGES EXCEED FIVE MILLION DOLLARS (\$5,000,000). 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.

12. 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, fires, floods, accidents, or other unforeseeable causes beyond its control and not due to its fault or negligence.

13. MISCELLANEOUS

13.1 Choice of Law and Forum. This Agreement shall be governed by and construed under the laws of the State of Arizona, U.S.A., as applied to agreements entered into and to be performed in Arizona. The parties consent to the exclusive jurisdiction and venue of the courts located in Pima County, Arizona.

13.2 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.

13.3 General Provisions. This Agreement, along with RFP L191803, which will take precedence in the event of a conflict, embodies the entire understanding and agreement between the parties respecting the subject matter of this Agreement and

supersedes any and all prior understandings and agreements between the parties respecting such subject matter. Any modification to this agreement must be in writing and signed by both parties. Unless specified otherwise herein, any and all rights and remedies of either parties upon breach or other default under this Agreement will be deemed cumulative and not exclusive of any other right or remedy conferred by this Agreement or by law or equity on either party, and the exercise of any one remedy will not preclude the exercise of any other. The captions and headings appearing in this Agreement are for reference only and will not be considered in construing this Agreement. No text or information set forth on any other purchase order, preprinted form or document shall add to or vary the terms and conditions of this Agreement. No joint venture, partnership, employment, or agency relationship exists between the parties as a result of this agreement or use of the Services.

13.4 Assignment; Change in Control. This Agreement may not be assigned by either party without the prior written approval of the other but may be assigned or transferred without such consent to (i) a parent or subsidiary of that parent, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

13.5 Intentionally Omitted.

13.6 Notice. Zoom may give notice by electronic mail to Customer's e-mail address on record in Customer's account information, or by written communication sent by first class mail or pre-paid post to Customer's address on record in Customer's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). Customer may give notice to Zoom (such notice shall be deemed given when received by Zoom) at any time by any of the following: letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to Zoom at the following: 55 Almaden Blvd, San Jose, CA, 95113, Suite 600, USA addressed to the attention of: Legal or by email to legal@zoom.us.

13.7 NON-DISCRIMINATION. The parties shall comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non-Discrimination, and Immigration.

13.8 CONFLICT OF INTEREST. The Arizona Board of Regents may, within three years after its execution, cancel this Contract without penalty or further obligation if any person significantly involved in negotiating, drafting, securing or obtaining this Contract for or on behalf of the Arizona Board of Regents becomes an employee in any capacity of any other party or a consultant to any other party with reference to the subject matter of this Contract while the Contract or any extension hereof is in effect.

13.9 INSPECTION AND AUDIT. The Contractor agrees to keep all books, accounts, reports, files and other records relating to this Contract for five (5) years after completion of the contract. In addition, the Contractor agrees that such books, accounts, reports, files and other records shall be subject to audit pursuant to A.R.S. § 35-214.

13.10 ARBITRATION IN SUPERIOR COURT. The Parties acknowledge that disputes arising from this Agreement may be subject to arbitration in accordance with applicable law and court rules.

13.11 NO BOYCOTT OF ISRAEL. As required by ARS §§ 35-393 to 35-393.01, Entity certifies it is not currently engaged in a boycott of Israel and will not engage in a boycott of Israel during the term of this Contract.

13.12 INDEMNIFICATION. Arizona Revised Statute § 35-154 prohibits persons from incurring obligations against the state for which funds have not been appropriated or allocated. Arizona Attorney General's Opinion 67-36-L interprets this statute to prohibit the state and its agencies from agreeing to hold harmless or indemnify third parties. The University shall be liable for claims, damages or suits arising from the acts, omissions or negligence of its officers, agents and employees.

13.13 CONFIDENTIALITY/PUBLIC INFORMATION. All University of Arizona agreements are subject to applicable Public Records laws including Arizona Revised Statute § 39-121 et seq.

13.14 CONTRACTING PARTY. The Contracting Party for the University is the Arizona Board of Regents for and on behalf of the University of Arizona. The University of Arizona is governed by the laws of the State of Arizona and therefore cannot agree to be governed by another State's law or the law of a foreign country.

13.15 USE OF UA LOGOS BY OUTSIDE ENTITIES. The Arizona Board of Regents on behalf of the University of Arizona has registered the names, logos and trademarks of the University with the Patent and Trademark Office of the United States. The use of the UA logos, trademarked words and images is regulated by the UA's Office of Trademarks & Licensing and the UA's Office of External Relations. Companies that have entered into corporate sponsorships with the University of Arizona may have the right to use UA logos if such use was specified in a formal agreement. In any other instance, no outside organization is allowed to use the UA logo, trademarked words or images without the express written consent of UA's Office of Trademarks & Licensing in each instance.

13.16 STATE OBLIGATION. The parties recognize that the performance by the Arizona Board of Regents for and on behalf of

The University of Arizona may be dependent upon the appropriation of funds by the State Legislature of Arizona or the availability of funding from other sources. Should the Legislature fail to appropriate the necessary funds, if the University's appropriation is reduced during the fiscal year, or funding becomes otherwise not legally available, the Arizona Board of Regents may reduce the scope of this Agreement if appropriate or cancel the Agreement without further duty or obligation. The Board agrees to notify other party(ies) as soon as reasonably possible after the unavailability of said funds comes to the Board's attention.

13.17 INFORMATION SECURITY. All systems containing University Data must be designed, managed, and operated in accordance with information security best practices and in compliance with all applicable federal and state laws, regulations and policies. To diminish information security threats, Licensor will (either directly or through its third party service providers) meet the following requirements:

(a) Access Control. Control access to the University's resources, including sensitive University Data, limiting access to legitimate business need based on an individual's job-related assignment. Licensor will, or will cause the system administrator to, approve and track access to ensure proper usage and accountability, and Licensor will make such information available to the University for review, upon the University's request.

(b) Incident Reporting. Report information security incidents immediately to the University (including those that involve information disclosure incidents, unauthorized disclosure of University Data, network intrusions, successful virus attacks, unauthorized access or modifications, and threats and vulnerabilities).

(c) Off Shore. Direct services under this Agreement will be performed within the borders of the United States. Any services that are described in this Agreement that directly serve the University and may involve access to secure or sensitive University Data or personal client data or development or modification of software for the University will be performed within the borders of the United States. Unless stated otherwise in this Agreement, this requirement does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of this Agreement. This provision applies to work performed by subcontractors at all tiers and to all University Data.

(d) Patch Management. Carry out updates and patch management for all systems and devices in a timely manner and to the satisfaction of the University. Updates and patch management must be deployed using an auditable process that can be reviewed by the University upon the University's request.

(e) Encryption. All systems and devices that store, process or transmit sensitive University Data must use an industry standard encryption protocol for data in transit and at rest.

(f) Notifications. Notify the University immediately if Licensor receives any kind of subpoena for or involving University Data, if any third-party requests University Data, or if Licensor has a change in the location or transmission of University Data. All notifications to the University required in this Information Security paragraph will be sent to UA Information Security at infosec@email.arizona.edu, in addition to any other notice addresses in this Agreement.

(g) Security Reviews. Complete SOC2 Type II or substantially equivalent reviews in accordance with industry standards, which reviews are subject to review by the University upon the University's request. Currently, no more than two reviews per year are required.

(h) Scanning and Penetration Tests. Perform periodic scans, including penetration tests, for unauthorized applications, services, code and system vulnerabilities on the networks and systems included in this Agreement at regular intervals in accordance with industry standards and best practices. Licensor must correct weaknesses within a reasonable period of time, and Licensor must provide proof of testing to the University upon the University's request.

(i) University Rights. The University reserves the right (either directly or through third party service providers) to scan and/or penetration test any purchased and/or leased software regardless of where it resides.

(j) Secure Development. Use secure development and coding standards including secure change management procedures in accordance with industry standards. Perform penetration testing and/or scanning prior to releasing new software versions. Licensor will provide internal standards and procedures to the University for review upon the University's request.

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

CUSTOMER: UNIVERSITY OF ARIZONA

ZOOM VIDEO COMMUNICATIONS, INC.

Signature: Celeste Kanzig

Signature: Roy Benhorin

DD

Name: Celeste Kanzig

Name: Roy Benhorin

Title: Buyer, Senior

Title: Head of Finance

Date: 4/26/2018

Date: 04/26/18