

ZOOM PRODUCT TERMS

1 SCOPE

- 1.1 These Product Terms cover all products within:
- (a) Zoom's Unified Communications as a Service; and
 - (b) Contact Centre as a Service product suite,
 - (c) each Product being a "**Zoom Product**". Further details are provided in the Product Documentation.
- 1.2 These Product Terms and any Contracts in force may be amended from time-to-time where Zoom or any underlying provider requires.

2 ZOOM PRODUCT LICENCE

- 2.1 The licence granted pursuant to a Contract is limited to End Users who are headquartered in the Zoom Territory, subject to Clause 7.1.
- 2.2 Additional terms may apply for any Zoom Product.
- 2.3 Customer shall comply with the Product Documentation.

3 ORDERING AND ADDITION OF PRODUCTS

- 3.1 Customer may order a Zoom Product by submitting a Product Order, in accordance with the Customer Account Terms.
- 3.2 Service Provider reserve the right to request additional information to provide a Zoom Product prior to acceptance of any Product Order. Such additional information will be deemed to form part of the Product Order.
- 3.3 All Contracts for:
- (a) Zoom Products are subject to Part 1 of the Zoom Flowdowns; and
 - (b) Zoom Phone Products are also subject to Part 2 of the Zoom Flowdowns.
- 3.4 Customer may add to existing Zoom Products by submitting a new Product Order. Depending on the complexity of the change, Service Provider reserve the right to request additional information to form part of the Product Order. The Contract Term for each Zoom Product is dealt with in accordance with Clauses 10.1.

4 PRODUCT SUPPORT

- 4.1 Service Provider will provide support for Zoom Products in accordance with the Customer Account Terms and the attached Support Annex.
- 4.2 A premium support service is available for eligible large End User deployments only, subject to quotation.
- 4.3 Due to the software nature of Zoom Products, Resolution of an Incident shall be on a reasonable endeavours basis only. Service Provider will respond in accordance with the appropriate Response Target.
- 4.4 Credits are not available for Zoom Products.
- 4.5 Any change to a Zoom Product by Zoom or any underlying provider will be deemed to be a mandatory change for the purposes of Clause 4 of the Customer Account Terms.
- 4.6 Where a Zoom Product is withdrawn or modified by Zoom then Service Provider's obligation to provide a replacement during any Contract Term will be limited solely to any such replacement or modified Zoom Product as Zoom make available to Service Provider.

5 PRIVACY AND SECURITY AND CALL RECORDING

- 5.1 Customer expressly consents that Service Provider may access any Customer data necessary for the purpose of:
- (a) observing the performance of any Zoom Product; and
 - (b) provisioning, Zoom Product administration, maintenance or resolving any Incidents.

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5.2 Customer accepts, the Zoom Terms and Policies and the Service Provider Personal Data Annex in relation to the provision of any Zoom Products for compliance with Data Protection Legislation.

5.3 Recordings and any data contained within the Recordings are the responsibility and property of the Customer.

6 TELEPHONE NUMBERS

6.1 Nothing in these Product Terms gives Customer ownership of any CLI provided as part of any Zoom Product.

6.2 Customer may transfer CLIs to or from Service Provider or the applicable Third Party Operator only to the extent that there is a relevant porting agreement in place.

6.3 Numbers cannot be held without a paid licence. Where any number range is held by the purchase of licences by the Customer, this Clause 6 and the Zoom Flowdowns will still apply.

7 ZOOM PRODUCT RESTRICTIONS

7.1 Zoom Products with the ability to provision CLIs have the obligations and restrictions as applied by Legislation to which they are subject.

7.2 Neither Zoom or Service Provider has responsibility or liability for the interoperation of any Zoom Product with any goods or services, not provided as part of a Zoom Product including any third party integration with Zoom Products.

7.3 Specific product limitations or exclusions may apply in addition, as communicated from time-to-time by Zoom or Service Provider.

8 EMERGENCY CALLS AND EMERGENCY CALLS DATABASE

8.1 Customer shall maintain up to date information in relation to any installation address or other relevant details which will have an impact on ensuring that correct information is passed to any emergency organisation in accordance with OFCOM's general conditions of entitlement (as updated from time-to-time). Without restricting Customer's obligations in this Clause 8, Customer will:

- (a) ensure that it provides a full postal address for each CLI which is PAF validated;
- (b) respond within one Business Day to any request to correct a discrepancy in any installation address as reported by the emergency services;
- (c) promptly cooperate with any audits conducted by Service Provider to ensure such compliance; and
- (d) only use each CLI which has been provided as part of an inbound-only service for this purpose only. Where Customer uses, or allows such CLI to be used, for any other purpose, including to make outbound calls, this will be a material breach of a Contract.

8.2 Customer shall comply with any reasonable directions to comply with regulatory requirements.

9 ZOOM PRODUCT CHARGES

9.1 The Charges relating to each Zoom Product are set out in the Price List.

9.2 Unless otherwise stated in the relevant Product Order, the Charges for the Zoom Products will be invoiced in the following manner:

- (a) Recurring Charges:
 - (i) will be billed monthly in advance; and
 - (ii) for a part month billing due to new Zoom Product Connection Date or additional Zoom Products may be billed (or credited) pro rata in advance dependent on the Connection Date, and otherwise in arrears; and
- (b) all other Charges will be invoiced monthly in arrears.

9.3 Where the Recurring Charges change during the Contract Term of any Zoom Product the new pricing will only apply on renewal of that Contract Term.

9.4 No adjustment will be made, or credit or refund given, for usage that is less than a Contract's allowance.

9.5 Usage is measured and billed for:

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- (a) Calls, per minute (rounded up to the nearest minute);
- (b) Conversations, per completed Conversation; or
- (c) data, per unit,

based on the applicable tariff in the Price List (and for international calls where relevant, using Zoom's prevailing (GBP) tariff as published on its website from time-to-time). Charges are presented on Customer's invoice (rounded up to the nearest whole penny) before VAT is applied.

10 TERM AND TERMINATION

- 10.1 Each Contract for Zoom Products has a minimum Contract Term selected by the Customer at the time of placing a Zoom Product Order. After the first Contract for a Customer, the Contract Term for all subsequent orders for additional Zoom Product licences for that Customer and its End Users shall be co-terminus with the first Contract Term, i.e. the contract end date for all licences will align with the contracted term of the first order placed, unless expressly stated otherwise.
- 10.2 Where a Customer has:
 - (a) 10 or fewer End User 'seats' for Zoom Products, the Contract will terminate unless at least 90 days before the end of the Contract Term, the Customer confirms it wishes to renew the Contract Term; or
 - (b) 11 or more End User 'seats' for Zoom products, such Contract Term will automatically renew for a period equal to the initial Contract Term unless either Party serves at least 45 days' notice prior to the expiry date of the Contract Term to terminate the relevant Contract(s), or part thereof at the end of the current Contract Term.
- 10.3 Service Provider may terminate any Contract on giving no less than 60 days' notice before the end of the Contract Term.
- 10.4 Cancellation Charges for the Zoom Products are equal to the value of all Recurring Charges that would have been payable by Customer from the date of termination up to the end of the applicable Contract Term in respect of the Zoom Products which are terminated, together with any applicable Cancellation Charges listed in the Price List or Product Order for the particular Zoom Product.
- 10.5 Service Provider reserves the right to treat any breach of the Zoom Flowdowns as a material breach incapable of remedy.

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SUPPORT ANNEX**

1 INCIDENT MANAGEMENT

- 1.1 In addition to any information required under the Support Terms, Customer will also be required to provide the following information when reporting an Incident:
- (a) account identification details; and
 - (b) times at which Customer representative will be available to give online access or delegate authority to Service Provider or its representative.
- 1.2 When an Incident is reported by Customer, Service Provider will assign a Priority Level and Incident reference and provide this to Customer as soon as reasonably practicable.

Support Hours and Maintenance Notification		
Incident reporting	Priority 1	24 x 7 x 365
	Priority 2 & 3	Business Days 08:30 – 17:15
Maintenance notification	Service Provider initiated changes	Minimum of 10 Business Days
	Zoom initiated changes	These are not formally notified but are published at https://status.zoom.us/

Response Targets (Clock Hours) ¹	
Priority Level	Standard
Priority 1	4
Priority 2	8
Priority 3	48

¹ Where End User uses another Service Provider Product or a third party to provide connectivity to the Zoom Product, then any failure of the underlying service shall be governed by its relevant Support Terms (or third party terms) and shall not be classed as an Incident to the Zoom Product.

**ZOOM PRODUCT TERMS
GLOSSARY**

Calls	Metered telephone calls.
CLI	The calling line identity of a calling party.
Conversations	Contact Centre virtual agent dialogues, which may be via text, or any messaging service (e.g. WhatsApp).
Customer Data	Information or data relating to a Customer's use of a Zoom Product, including Recordings.
Deal Registration Process	The pre-order process undertaken with an End User, as set out in the Product Documentation.
Marks	"Zoom", "Zoom Phone", "Zoom Rooms" and other trade names, trade marks, service marks, and associated logos of Zoom as described in the Brand Guide.
PAF	Postcode Address File. A database of known delivery locations in the United Kingdom of Great Britain and Northern Ireland.
Premium Services Regulator code of practice	The code of practice (as amended, superseded or replaced from time-to-time) and any other guidance in relation to the operation of premium rate telephone call lines and any similar services issued by The Premium Services Regulator.
Recording	Any call recording made by the End User resulting from use of functionality within a Zoom Product.
Response Target	The time taken for Service Provider to respond to an Incident.
Usage Charges	Has the same meaning given to it in the Customer Account Terms and expressly includes any Call or Conversation charges.
Zoom	Zoom Video Communications, Inc. and any successor entity or organisation thereto.
Zoom Flowdowns	As set out in Schedule 1 of these Product Terms.
Zoom Phone Products	A subset of Zoom Products utilising cloud-based phone services, which use voice over internet protocol and allow two-way voice calling and private branch exchange functionality, including call routing and associated functions and direct inward dialling provisioning of phone numbers, public switched telephone network) connectivity and calling plans, as more particularly described in the Product Documentation.
Zoom Product	Has the meaning given to it in Clause 1.1.
Zoom Terms and Policies	All applicable Zoom terms and policies published at https://zoom.us/legal , and the Zoom Reseller Customer Terms of Service published at: https://zoom.us/docs/en-us/EULA-terms-of-service.html , as updated from time-to-time.
Zoom Territory	UK and Ireland.

ZOOM PRODUCT TERMS
Schedule 1– The Zoom Flowdowns

Part 1 – Mandatory terms for all Zoom Products

1 CUSTOMER RESPONSIBILITIES

1.1 Customer:

- (a) is responsible for ensuring its End Users have a suitable data network and equipment that meets the applicable Zoom Product requirements and shall perform a customer environment test (available via the Zoom Partner Portal) to verify prior to ordering the applicable Zoom Product;
- (b) shall provide such information as Service Provider or Zoom reasonably require, to confirm compliance with these terms, or as requested by Zoom via Service Provider for the continued use or provision of any Zoom Product; and
- (c) must notify Service Provider of any material breach of these Product Terms by it or any End User, as soon as reasonably practicable and shall co-operate with any investigation of any breach or suspected breach.

2 CUSTOMER CONTRACTING RESPONSIBILITIES AND RESTRICTIONS

2.1 Customer agrees to comply with:

- (a) Zoom’s “Customer Terms of Service” published at <https://zoom.us/docs/en-us/EULA-terms-of-service.html>; and
- (b) all applicable emergency calling notices, policies, processes, and procedures published on Zoom’s website, each as updated from time-to-time.

2.2 Service Provider or Zoom has the right to change an End User’s number(s) used for any Zoom product at any time, including porting out or substituting an existing number for a new number, if required by Legislation, technical reasons or requirements of Zoom or any underlying communications provider.

3 COMPLIANCE WITH LAWS AND ZOOM TERMS AND POLICIES

3.1 Customer shall comply with the Zoom Terms and Policies. Zoom has the right to immediately suspend or disconnect any Customer who’s use any Zoom Products in breach of Zoom’s Terms and Policies which may also be actioned by Service Provider.

3.2 U.S. International Trade Laws. Customer acknowledges Zoom and the Zoom Products are subject to U.S. sanctions laws, administered by the U.S. Department of the Treasury’s Office of Foreign Assets Control (“**OFAC**”), and subject to export control laws under the Export Administration Regulations of the United States of America.

3.3 Customer represents that they are not a restricted person on any U.S. sanctions or export control lists. Restricted persons include those identified on, or subject to restrictions under, OFAC’s Specially Designated Nationals and Blocked Persons List (“**SDN List**”), Sectoral Sanctions Identifications List (“**SSI List**”), or Foreign Sanctions Evaders List, or the U.S. Department of Commerce’s Entity List, Unverified List, or Denied Persons List, or similar lists maintained by any governmental authority with jurisdiction over the sale of the Zoom Products (“**Restricted Persons**”) and that Customer will not provide the Zoom Products to any Restricted Persons. Nor will the Customer export or otherwise provide the Zoom Products to any territory subject to comprehensive U.S. sanctions (currently Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine), or to a government or national of such country.

3.4 Customer will ensure Zoom Products are not available for use to any government or military End Users or military-intelligence End Users in China, Myanmar/Burma, Russia, or Venezuela unless specifically approved in advance in writing by an authorised representative of Service Provider’s Legal Department. Customer will not provide or export the Zoom Products for any prohibited end use.

3.5 Customer agrees to maintain policies and procedures reasonably designed to ensure compliance by its officers, directors, employees, and agents with applicable sanctions and U.S. export control laws, including maintaining adequate checks that all of its End Users are not Restricted Persons and are not operating within any territory subject to comprehensive U.S. sanctions.

3.6 Customer shall obtain and comply with any required export licence and any associated conditions.

3.7 Customer is responsible for complying with any required export licences covering its provision of any Zoom Product, including products that may incorporate the Zoom Products, to its own End Users, agents, or representatives. Customer understands that the provision of certain software components to government End Users may require specific export

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control licensing and that Zoom's provision of Zoom Products that rely on these software components is contingent on receipt of any required licence.

- 3.8 Customer agrees to provide information as reasonably requested by Service Provider in order for Service Provider or Zoom to comply with reporting requirements under U.S. export controls, sanctions, or other provisions of applicable law.
- 3.9 If Customer learns of any violation of the above restrictions by its End Users, Customer shall promptly notify Service Provider uc-compliance@talktalkbusiness.co.uk or as notified from time-to-time and Zoom's Global Compliance and Ethics at: complianceofficer@zoom.us.
- 3.10 Service Provider and Zoom may monitor and report on any compliance requirements at of these Zoom Flowdowns.

4 IPR

- 4.1 Zoom retains all right, title and interest, including all associated Intellectual Property Rights, in and to the Zoom Products all associated software, and the Marks. Customer has no rights to the Service, software or Marks, except as expressly set out in a Contract.
- 4.2 All uses of the Marks, including the goodwill and reputation associated therewith, shall inure solely to the benefit of Zoom.

ZOOM PRODUCT TERMS
Part 2 Mandatory additional terms for Zoom Phone Products
(MANDATORY FLOW DOWN TERMS)

1 END USER CONTRACTS

1.1 Service Provider is the provider of Zoom Phone Native Services to the End User.

2 CUSTOMER AGREEMENT FOR ZOOM PHONE NATIVE SERVICE.

2.1 Customers are subject to the:

- (a) Zoom phone numbering policy published at <https://explore.zoom.us/docs/doc/Zoom-Phone-Numbering-Policy.pdf>, as updated from time-to-time; and
- (b) Zoom Terms and Policies. Customer's use of the Zoom Phone Native Service is subject to all applicable Zoom Terms and Policies as defined in these Product Terms

2.2 **EMERGENCY SERVICES LIMITATION OF LIABILITY.** To the maximum extent permitted by Legislation neither Service Provider nor Zoom shall be liable for any failure:

- (a) or limitation, of emergency services calling or inability to reach or use emergency services via the Zoom Phone Native Services due to an outage of Zoom Phone Native Services; or the inability to place or complete emergency calls from any Zoom-enabled device, End User line, or Site, or inability to access emergency personnel;
- (b) of any emergency responders to respond, or to respond to the correct location where the equipment, End User, or caller is physically present or where such emergency services are required; and
- (c) of emergency services, or inability to reach or use emergency services due to circumstances outside of Zoom's or Service Provider's control including: (A) loss of electrical power; (B) loss of End User or emergency responders' internet connectivity; (C) defective or misconfigured Service Provider/ customer equipment; (D) network congestion that is not directly and solely caused by Zoom's own Zoom Phone Native Service infrastructure; (E) delays associated with updating the registered service location save for delays resulting directly and solely from Zoom's act or omission; (F) restrictions created by non-voice End User / customer equipment; (G) relocated End User / Service Provider/ customer equipment, including outside of the Zoom Territory; (H) the simultaneous use of one line with multiple pieces of equipment; (I) failure of emergency response centres to answer an emergency call; (J) failures of any third parties that are responsible for routing emergency calls; (K) the use of non-native telephone numbers; (L) failure of any emergency service personnel to call back directly to the number from which an emergency call was made or failure of End User / customer equipment to receive callbacks from emergency service personnel; or (M) natural disasters, fires, floods, storms, earthquakes, war, terrorist acts or other acts of insurrection, labour disputes with Zoom Territory impact, or malfunction of utility, third party (other than Zoom subcontractors) communication or transportation systems.

3 ZOOM PHONE (ZP) NATIVE CHANNEL AVAILABILITY MATRIX

3.1 Zoom Phone Products can only be deployed in countries listed in the ZP Native Channel Availability Matrix. Service Provider will give as much notice as reasonably practicable in relation to any changes to the ZP Native Channel Availability Matrix, but Customer will make End Users aware that Zoom may make immediate changes to this list and may do so without prior notice to comply with Legislation.