

ZOOM COLLABORATION | PRODUCT SERVICE SCHEDULE

1 DEFINITIONS

Defined terms in the Standard Terms and Conditions have the same meaning in this Service Schedule unless expressed to the contrary. In this Service Schedule, unless the context otherwise requires:

Zoom or Zoom Collaboration means the Zoom Video Communications, which is a remote conferencing application that enables remote conferencing services combining video conferencing, online meetings, chat and mobile collaboration.

Reasonable use Policy or RUP means the acceptable use policy for the Services: <https://zoom.us/reasonableusepolicy>, as amended from time to time.

Administration Dashboard means the online console(s) and/or tool(s) provided by either Zoom or Vocus to Customer for administering the Services.

Customer Data means data provided to Vocus or Zoom by or on behalf of the Customer.

User Licence is a paid Zoom user account.

Customer Personal Information means the Personal Information contained within the Customer Data.

Privacy Policy means the terms describing Zoom's data protection and processing obligations with respect to customers, at <https://zoom.us/privacy>, as amended from time to time or as otherwise advised by Vocus.

Documentation means the Zoom documentation in the form generally made available by Zoom to its customers for use with the Services at <https://www.vocus.com.au/unified-comms/zoom-collaboration>, as may be updated from time to time.

Effective Date is the date on which this service schedule and any associated Service Order is executed between the parties.

Emergency Security Issue means either: (a) the Customer's or the Customer's End Users' use of the Services in violation of the RUP, which could disrupt: (i) the Services; (ii) third parties' use of the Services; or (iii) the Zoom network or

servers used to provide the Services; or (b) unauthorised third party access to the Services.

European Data Protection Legislation means, as applicable: (a) any national provisions adopted pursuant to the Directive; (b) the Federal Data Protection Act of 19 June 1992 (Switzerland); (c) the GDPR; and/or (d) any other data protection or privacy legislation in force in the European Economic Area or Switzerland.

Fees means the applicable fees for each Service and any applicable taxes provided in the applicable service order.

Zoom User Account means the user account used by customers to manage their Zoom service.

Zoom Terms means collectively, the terms and conditions at <https://zoom.us/terms>, <https://zoom.us/privacy> and <https://zoom.us/reasonableusepolicy>.

Services also referred to as **Products**, means the Zoom services described in the Services Summary.

Software means any downloadable tools, or software applications or other such proprietary computer software provided by Zoom in connection with the Services, which may be downloaded by Customer, and any updates Zoom may make to such Software from time to time.

Standard Terms and Conditions means the Standard Terms and Conditions between Vocus and the Customer governing the general terms and conditions on which Services are provided under this Service Schedule and any applicable Service Order from time to time, available on the Vocus website at: <https://www.vocus.com.au/legalcontracts>.

2 INCORPORATION OF ZOOM TERMS

2.1 Zoom Terms of Service

Zoom Terms of Service at <https://zoom.us/terms> are incorporated into this Agreement, with appropriate changes where necessary.

2.2 Interaction between Zoom Terms of Service and Vocus Terms.

If there is any inconsistency between the terms of the documents that form



this Agreement, they will be interpreted in the following order of precedence:

- (a) first the Service Order; then
- (b) this Service Schedule; and lastly
- (c) the Standard Terms and Conditions.

3 PROVISION OF SERVICES

- 3.1 **Resale of Zoom Services.** The Services supplied under this Service Schedule are resold Zoom services. The Services may be used in conjunction with Vocus services or other products or services.
- 3.2 **Service Level Agreements.** Vocus will provide the Services on a best effort basis. Customer acknowledges that otherwise, no SLA will apply.
- 3.3 **Services Use.** Subject to this Agreement, during the Term, Customer may use the services, but may not sublicense or transfer these rights.
- 3.4 **Administration Dashboard.** As part of receiving the Services, Customer will have access to a Zoom Administration Dashboard, through which Customer may administer the Services.
- 3.5 **Data Location.** The Customer may choose to store certain customer data in Australia (**Data Location Selection**), and where the Customer does not choose Australia, Zoom will store the data where it chooses, and that may be in a country other than Australia.
- 3.6 **Zoom Account.** The Customer must have a Zoom Account to use the Services and is responsible for the information it provides to create the Account. For clarity, the customer will not be billed via the Zoom Account but by the Vocus billing account. The security of the passwords for the Zoom Account and for any use of the Zoom Account is solely the responsibility of the customer. If Customer becomes aware of any unauthorised use of its password or its Zoom Account, Customer will notify Zoom as promptly as possible. Vocus has no obligation to provide Customer multiple Accounts.

4 MODIFICATIONS

- 4.1 **Modifications to Terms and Services.**
 - (a) **General Changes.** Vocus or Zoom may make changes to the Zoom Services subject to the following:

- i) Vocus will notify the Customer of any material change; and
- ii) Such changes will become effective 30 days after notice is given, except if the changes apply to new functionality in which case the changes will be effective immediately.

- (b) **Objection to Changes.** If the Customer believes that a change to either the Zoom Terms or the Zoom Services has a material adverse impact, and: (i) the customer is able to substantiate such impact; (ii) the change is not a result of either Vocus or Zoom complying with a court order for applicable law; and (iii) if upon receiving 14 days' notice, Vocus is unable to remedy the customer's concern, the customer may terminate the Services without further penalty.

5 CHARGES AND PAYMENT TERMS

5.1 Online Billing

- (a) At the end of the applicable Period, Vocus will issue an electronic bill to Customer for all charges for the services at the beginning of the subscription period. Accrued based on:
 - i) Customer's use of the Services during the previous Accrual period.
 - ii) Committed volume of User Licences.

The Customer's obligation to pay all Fees is non-cancellable. Zoom's measurement of Customer's use of the Services is final. Zoom and Vocus have no obligation to provide multiple bills.

6 PRICE LIST UPDATES

- 6.1 Vocus or Zoom may change price for the service from time to time. Any price changes will be effective upon the commencement of Customer's next renewal term.

7 COMPLIANCE

- 7.1 The Customer will:
 - (a) Ensure that its use of the Services (including use by the Customer Users) complies with the Agreement, including the RUP;



- (b) Use commercially reasonable efforts to prevent sunauthorised use of the Services and to terminate any unauthorised use which the Customer has actual knowledge of, and
 - (c) Promptly notify both Vocus and Zoom of any unauthorised use of or access to the Services of which Customer becomes aware.
- 7.2 The Customer is responsible for any violations of the RUP, the Zoom Terms of Service, or Clause 9 (Restrictions), in each case caused by the Customer (and Customer Users. The customer acknowledges that it is responsible for all use of the services whether authorised by it or not.
- 7.3 The Customer acknowledges that in the event that the customer infringes zoom copyright or other intellectual property, Zoom and therefore Vocus may terminate the Account(s) of all infringers without any liability to Zoom or Vocus.

8 DOCUMENTATION

- 8.1 Vocus or Zoom may provide Documentation in support of the Customer's use of the Services. The Documentation may specify restrictions on how the Applications may be used and the Customer will ensure that the Customer and Customer Users comply with such restrictions.

9 RESTRICTIONS

- 9.1 **No resale or other dealings.** The Customer will not resell, distribute, supply, lease, sublicense, transfer, or allow another third party to use, the Products.
- 9.2 **Use of Services.** Unless Vocus specifically agrees in writing, the Customer will not, and will not allow any third parties under its control, to
- (a) Use the Products or any Vocus or Zoom documentation provided for any purpose other than as permitted hereunder;
 - (b) Copy, adapt, alter, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any or all of the source code of the Services;
 - (c) Create multiple Applications, Accounts, or to simulate or act as a single Application, Account, (respectively) or otherwise access the Services in a manner intended to avoid incurring Charges;

- (d) Access or use the Services on behalf of or for the benefit of any entity or person who is legally prohibited from using the Services.

10 RECONCILIATION

- 10.1 Vocus or Zoom may monitor Customers' use of the Product(s) to verify that the appropriate Price List was used to calculate Fees charged for the Product(s) a particular Customer is using. If Vocus or Zoom discovers that an incorrect Price List was used to calculate Fees charged by Vocus to the Customer for the Product(s) that the Customer is using (**Discrepancy**) and that the Fees charged by Vocus for the Product(s) were reduced as a result: (a) Vocus will inform the Customer within thirty (30) days of finding the Discrepancy, and (b) the Customer will be required to pay to Vocus an amount equal to such reduction in Fees.

11 PRIVACY

- 11.1 **Privacy.** The Customer will obtain and maintain any required consents necessary to permit the processing of Customer Data under this Agreement.
- 11.2 **Data Processing and Security Terms.** The Data Processing and Security Terms are incorporated by this reference into this Agreement.
- 11.3 **Updates to Data Processing and Security Terms.** The parties acknowledge that Zoom may only change the Data Processing and Security Terms where such change is required to comply with applicable law, applicable regulation, court order or guidance issued by a governmental regulator or agency, where such change is expressly permitted by the Data Processing and Security Terms, or where such change:
- (a) Is commercially reasonable;
 - (b) Does not result in a degradation of the overall security of the Services;
 - (c) Does not expand the scope of or remove any restrictions on Zoom's processing of Customer Personal Information, and
 - (d) Does not otherwise have a material adverse impact on the Customer's rights under the Data Processing and Security Terms.

If Zoom makes a material change to the Data Processing and Security Terms in accordance



with this Clause 11.3, it will post the modification to the URL containing those terms.

- 11.4 **Consent to Processing.** The Customer will obtain and maintain any required consents necessary to permit the processing of Customer Data under this Agreement.

12 PRODUCT AVAILABILITY

- 12.1 **Zoom** may without notice, and without Vocus incurring any liability to the Customer: (a) discontinue the sale or availability of any Product(s) or support for new Customers of any Product(s); or (b) change the features of any Product(s). The Customer agrees that neither Vocus nor Zoom has any obligation with advance notice of any changes in any Product(s).

13 TECHNICAL SUPPORT SERVICES

- 13.1 **By Customer.** The Customer is responsible for technical support of Zoom on its systems. Use of the Services requires one or more compatible devices, Internet access (Fees may apply), and certain software (Fees may apply), and may require obtaining updates or upgrades from time to time.
- 13.2 **By Zoom or Third Party.** Subject to payment of applicable support Charges, Vocus will arrange for Zoom or another third party to provide technical support to assist the customer in enabling its environment for the use of the Zoom application.
- 13.3 **In Relation to Zoom Application.** Zoom will provide technical support in relation to the Zoom Application. Customers can access Zoom support through <https://zoom.us/support>

14 TERM AND TERMINATION

- 14.1 **Term.** The Agreement shall commence on the Effective Date and will continue for an initial term of one year and, unless terminated earlier in accordance with this clause 14, will automatically renew for additional one-year terms unless Customer sends notice of termination at least thirty (30) days prior to the commencement of the next renewal term.
- 14.2 **Termination for Cause.** Each Party may immediately terminate this Agreement by giving the other written notice if the other Party:
- (a) defaults in the performance of any of its obligations under any of the terms or conditions of this Agreement which

default is not remedied within thirty (30) business days after notice thereof; or

- (b) defaults in the performance of any of its obligations under the terms and conditions which default, by its nature, cannot be remedied; or
- (c) is unable to pay any and/or all of its debts as they become due or becomes insolvent or ceases to pay any and/or all of its debts as they mature in the ordinary course of business, or makes an assignment for the benefit of its creditors; or
- (d) is liquidated or dissolved or if any proceedings are commenced by, for or against it under any bankruptcy, insolvency, reorganisation of debts or debtors relief law, or law providing for the appointment of a receiver or trustee in bankruptcy.

- 14.3 **Other termination terms.** Provisions relating to termination as set out in the Standard Terms and Conditions may also apply.

- 14.4 **Effect of termination.** On any termination of this Agreement and subject to any applicable “wind-down” provisions that may apply to a particular Product under a Product Schedule:

- (a) All rights and licenses granted by one party to the other will immediately cease; and
- (b) All payments owed by one party to the other party become immediately due and payable.

- 14.5 **Termination for Convenience.** Vocus may terminate his Agreement without cause at any time upon ninety (90) days written notice.

15 CESSATION / SUSPENSION OF SERVICES

- 15.1 **Discontinuation of Services.** Vocus or Zoom may discontinue any Services or any portion or feature at any time without liability to the Customer.

- 15.2 **RUP Violations - Suspension.** If Vocus becomes aware that Customer's or any Customer User's use of the Services violates the RUP, Vocus will give the Customer notice of such violation by requesting that the Customer correct the violation. If the Customer fails to correct such violation within 24 hours, or if Vocus is otherwise required by the applicable law to take action, then Vocus may disable the Customer's access to or use of the Services or



components of the Services (“Suspend”) until the RUP violation is corrected.

- 15.3 **Emergency Security Issues.** Despite the foregoing, Vocus may immediately suspend the Customer’s use of the Services if (a) there is an Emergency Security Issue or (b) Vocus is required to suspend such use immediately to comply with applicable law. At the Customer’s request, and in accordance with applicable law, Vocus will notify the Customer of the basis for the Suspension as soon as is reasonably possible.
- 15.4 **Effects of Suspension.** Any Suspension under this Clause 15 (Cessation/ Suspension of Services) will be to the minimum extent and for the shortest duration required to (a) prevent or terminate the offending use or (b) comply with applicable law.

16 VOCUS’ RELATIONSHIP WITH ZOOM

- 16.1 The Customer acknowledges:
- (a) That Vocus and Zoom are independent contractors and Vocus is not Zoom’s agent or partner or in a joint venture with Zoom, and
 - (b) That Zoom is a processor, and Customer is the controller of any such data, as the terms “controller”, “processed”, “processor” and “personal information” have the meaning given in the [European Data Protection Legislation](#).
 - (c) Vocus disclaims, to the extent permitted by applicable law:
 - i) Zoom’s liability for any damages, whether direct, indirect, incidental or consequential, arising from Vocus’ distribution and resale of the Services to Customer; and
 - ii) all warranties with respect to the Services on behalf of Zoom, including, warranties of merchantability, fitness for a particular purpose, and non-infringement.

17 ZOOM’S COMMUNICATIONS WITH CUSTOMERS

- 17.1 **Mandatory Communications.** The Customer acknowledges that Vocus will provide to Zoom the contact details for each Customer, and the Customer provides its consent and the consent of its representatives, to allow Zoom to use such

details to communicate directly with the Customer for the following purposes:

- (a) As required to execute any standard or non-standard Customer orders;
 - (b) For purposes related to the provisioning of the Product(s) to Customers’ accounts, including in relation to any Product updates or security incidents;
 - (c) As required to ensure Customers are notified of available options to maintain continuity in Product provisioning; and
 - (d) to conduct customer service and satisfaction surveys.
- 17.2 **Zoom Product Information.** Unless the Customer opts out, the Customer agrees to allow Zoom to use the Customer details provided under Clause 17.1 above to inform Customers about new or additional Zoom products related to the Product(s) customers are using. A Customer who consents to communications under this Clause 17.2 may opt-out of receiving such communications at any time.

18 ZOOM EQUIVALENCE VOICE TERMS

The following Special Conditions will take precedence over any terms and conditions in any agreement or document between Vocus and the Customer.

- 18.1 The Telecommunications Act 1997 and Telecommunications (Interception and Access) Act 1979 imposes certain regulatory requirements on carriers and carriage service providers, including regulations relating to interception of carriage services. A carriage service is defined as a service for carrying communications by means of ‘a guided and/or unguided electromagnetic energy’ and which will include voice calls. Vocus is a carriage service provider which uses a carriage service to supply phone and/or internet services. Vocus is therefore, subject to these regulatory requirements. The Customer acknowledges and agrees that:
- (a) the Customer’s calls may be subject to interception where Vocus is directed to intercept communications by ASIO and/or certain domestic law enforcement agencies; and
 - (b) Where Vocus is required to make a disclosure, then Vocus is required to keep a record of that disclosure for a period of 3 years.



18.2 Subject to Special Conditions 1-3 above, Vocus will comply with the Privacy Act 1988 when dealing with the Customer's data.

18.3 The Customer agrees that Vocus when dealing with Customer's data, may transfer the data offshore for processing [consider stating the purpose for which the data is being processed

offshore and the countries]; and may be accessed by staff that may not hold any or limited security clearance to view that data.