

PARTICIPATION AGREEMENT
between the
**BOARD OF COOPERATIVE EDUCATIONAL SERVICES FOR THE SECOND SUPERVISORY
DISTRICT OF ERIE, CHAUTAUQUA, AND CATTARAUGUS COUNTIES**

and the
East Irondequoit CSD
(School District or BOCES)

1. Introduction

The Board of Cooperative Educational Services for the Second Supervisory District of Erie, Chautauqua, and Cattaraugus Counties (“E2CCB”) has entered into a Master Subscription Agreement (“MSA”) with Zoom Video Communications, Inc. (“Vendor”), under which E2CCB has licensed certain products from Vendor for the benefit of participating school districts or BOCES that may obtain use of or access to Vendor’s products (“Licensed Products”) through Co-Ser 440.001, 440.021, and/or 440.022.

This participation agreement (“Agreement”) documents the rights, obligations, and limitations governing the use of these Licensed Products by the school district or BOCES referenced in the caption above (the “Participating Organization”).

The Participating Organization acknowledges and agrees that by participating in Co-Ser 440.001, 440.021, and/or 440.022, and by utilizing the Licensed Products through E2CCB’s bulk purchase of the same, it has the following rights, obligations, and limitations regarding its use of the Licensed Products.

2. Use of the Licensed Products

2.1 Internal Use. The Participating Organization will use the Licensed Products solely for its internal valid business use, in accordance with the terms and conditions of this Agreement. Such use is conditioned upon the following: (i) the Participating Organization is fully responsible and liable for the acts and omissions related to its use of and access to the Licensed Products, including the acts and omissions of its students, employees, officers, agents, and end users, and shall abide by, and ensure compliance with, all laws, rules, regulations, policies, and agreements applicable to its/their use of the Licensed Products; (ii) by using the Licensed Products, the Participating Organization is allowing any and all customer account, customer content, and customer data to be disclosed to E2CCB; (iii) the use of the Licensed Products by the Participating Organization and its employees, officers, agents, and students must conform to Zoom’s Privacy Statement, Community Standards (<https://zoom.us/community-standards>), and terms of service (zoom.us/docs/en-us/EULA-terms-of-service.html), and to the use limits imposed by the purchased plan level; and (iv) the Participating Organization’s use of the Licensed Products is also subject to any and all applicable terms of the MSA between E2CCB and Vendor.

2.2 Prohibited Use; Notification of Unauthorized Use. The Participating Organization shall not use and shall not permit any end user to use the Licensed Products to: (i) modify, disassemble, decompile, prepare derivative works of, reverse engineer or otherwise attempt to gain access to the source code of the Licensed Products; (ii) knowingly or negligently use the Licensed Products in a way that abuses, interferes

with, or disrupts Vendor's networks, customer accounts, or the services it provides; (iii) engage in activity that is illegal, fraudulent, false, or misleading; (iv) transmit through the Licensed Products any material that may infringe the intellectual property or other rights of third parties; (v) build or benchmark a competitive product or service, or copy any features, functions or graphics of the Licensed Products; or (vi) use the Services in violation of Vendor's Community Standards, terms of service, any other policy referenced in this Agreement or the MSA, or any applicable law, rule, regulation, or policy. The Participating Organization shall immediately notify E2CCB via email at dataprivacy@e2ccb.org if it becomes aware of any unauthorized use of any password or account or any other known or suspected breach of security or misuse of the Licensed Products.

3. No Commercial Transfer

The Participating Organization 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 Licensed Products.

4. Data Privacy and Security

E2CCB has entered into the MSA and a data privacy and security agreement with Vendor regarding use of the Licensed Products. The Participating Organization agrees and acknowledges that the protections afforded it by the data privacy and security agreement between E2CCB and Vendor apply only to the use of Licensed Products secured through its contractual arrangement with E2CCB.

5. Relationship between Participating Organization and Zoom

5.1 The Participating Organization acknowledges that it is not a third-party beneficiary to the MSA.

5.2 In the event the Participating Organization is provided with Vendor's confidential information—which includes, but is not limited to, the MSA or a portion thereof—the Participating Organization will only disclose such information where required to do so by law, regulation, or court order, and where it has given E2CCB prior written notice of the disclosure via email at dataprivacy@e2ccb.org.

6. Indemnification

6.1 The MSA between Vendor and E2CCB defines their indemnification obligations to each other. Nothing in this Agreement or the MSA provides the Participating Organization with a right to indemnification from Vendor.

6.2 The Participating Organization agrees that it will, to the extent permitted by law, indemnify E2CCB, its officers, board members, employees and agents, and will hold them harmless from all liabilities, claims, expenses and losses (including attorneys' fees and expenses), arising from or related to the failure of the Participating Organization or any of its authorized users to comply with the limitations of use of Vendor's Licensed Products or failure to fulfill the Participating Organization's responsibilities for correct use of the Vendor's Licensed Products. This means that the Participating Organization may be legally liable

to E2CCB if an employee, officer, agent, student, or other individual using Vendor's Licensed Products misuses the Licensed Products or fails to comply with the limitations and obligations described herein.

7 FERPA Compliance

7.1 To the extent that E2CCB acts on behalf of the Participating Organization to host, transfer, upload, or otherwise enter information owned by the Participating Organization into a Vendor Licensed Product, E2CCB agrees to act as a school official with a legitimate educational interest and to comply with all applicable requirements of the Family Educational Rights and Privacy Act (FERPA).

7.2 By signing up for the service through E2CCB's participation process, the Participating Organization represents that it complies with all applicable requirements of FERPA, including that it provides families and eligible students with an annual notice of their rights under FERPA, and further represents that the definition of school official contained in the annual FERPA notice includes E2CCB and Vendor.

8. Authority to Contract

The individuals signing below represent and warrant that they have the full right and authority to execute and enter into this Agreement on behalf of their respective organizations.

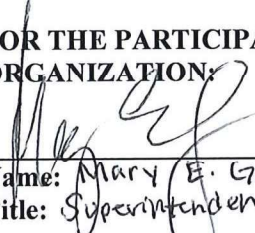
AGREED TO BY:

FOR THE ERIE 2-CHAUTAUQUA-CATTARAUGUS BOCES:

David O'Rourke, Ph.D.
District Superintendent

Date

FOR THE PARTICIPATING ORGANIZATION:



Name: Mary E. Grow
Title: Superintendent of Schools, EICSD

Date: May 19, 2023