



Leora D. Freedman
Deputy General Counsel
The California State University
401 Golden Shore
Long Beach, CA 90802
(by electronic mail)

September 21, 2020

Dear Ms. Freedman:

We are writing further to our discussion on September 18, 2020, relating to San Francisco State University's (the "University's") planned use of the Zoom Video Communications, Inc. ("Zoom") platform in connection with a public event ("the Event") involving Leila Khaled, a purported member of the Popular Front for the Liberation of Palestine ("PFLP"), which is a designated foreign terrorist organization ("FTO"). During that discussion, you advised Zoom that Ms. Khaled is not participating in the scheduled event "as a member, representative or on behalf of a designated FTO."

We ask that the University formally confirm its stated position, communicated during our call, in writing. We wish to be clear, however, that Zoom requires written confirmation not solely about Ms. Khaled's purpose when participating in the event, but about her status as a possible member of an FTO. U.S. law broadly prohibits the provision of material support to FTOs, and Ms. Khaled's appearance at the Event could implicate those prohibitions if she is a member of an FTO. It is our understanding at this time that Ms. Khaled has acknowledged in the past being a member of the PFLP, which is a designated FTO. Accordingly, we ask that you provide or cause to be provided to Zoom confirmation that Ms. Khaled is not presently a member or otherwise a representative of the PFLP or any other FTO. If Zoom does not receive the above-requested confirmation in writing by close of business today (September 21, 2020) we will have no choice but to conclude that the Event and the University may be in violation of U.S. law, and therefore in breach of Zoom's Term of Service. Accordingly, Zoom reserves the right to, and is notifying you that it intends to, take appropriate preventative and remedial actions as outlined in our earlier letter of September 17, 2020.

As explained in our letter of September 17, Zoom's Terms of Service require users of the Zoom platform to comply with applicable law, including but not limited to U.S. anti-terrorism and export control laws and U.S. sanctions programs administered by the Department of Treasury's Office of Foreign Assets Control. Nothing herein should be construed as modifying or altering Zoom's Terms of Service. The University remains solely responsible under the Terms of Service for ensuring that its use of the Zoom platform is compliant with applicable law.

Respectfully,

DocuSigned by:

Lynn Haaland

DGC, Chief Ethics and Compliance Officer
Chief Privacy Officer
Zoom Video Communications, Inc.

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