MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement ("Agreement") is entered into as of the date of last signature below ("Effective Date") between [Zone & Company Software Consulting, LLC, a Limited Liability Company, Zone and Company Software Consulting EMEA B.V., a Private Limited Company, or Zone & Company APAC Pty Ltd., a Proprietary Limited Company, as applicable] ("Company"), with its principal place of business at [6 Liberty Square PMB 6040 Boston, MA 02109, Evert van de Beekstraat 1, (1118CL) Schiphol, Netherlands registered with the Dutch Chamber of Commerce under registration number 56037104, or Brisbane City QLD 4000, ACN 655 741 272, Australia, as applicable], and [Customer's legal entity name] ("Customer"), a [legal entity type] with its principal place of business at [address].

For and in consideration of the representations and promises of the parties set forth herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.   **DEFINITIONS.**

"Account" means any accounts or instances created by or on behalf of Customer or its Affiliates within the Services.

"Affiliate(s)" means, with respect to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with such Party, whereby "control" (including, with correlative meaning, the terms "controlled by" and "under common control") means the possession, directly or indirectly, of the power to direct, or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by contract, or otherwise.

"Anonymized Data" means technical and other data in connection with Customer's use of the Services that do not contain any personally identifiable information about Customer, Customer's Users or Customer's customers.

"API" means the application programming interfaces developed, made available and enabled by Company that permit Customers to access certain functionality provided by the Services, including without limitation, any interface that enables the interaction with the Service(s) automatically through HTTP requests and the Company application development API that enables the integration of the Service(s) with other web applications.

"Applicable Data Protection Law(s)" means the laws and regulations of the United States (including the California Consumer Privacy Act (the "CCPA"), the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom (including the General Data Protection Regulation or GDPR and any applicable national laws made under it where Customer is established in the European Economic Area), the Swiss Federal Act of 19 June 1992 on Data Protection, UK GDPR, and any other applicable laws and regulations, all as may be amended or superseded.

"Applicable Law(s)" means all applicable local, state, federal and international laws, rules and regulations, including, without limitation, those related to data privacy and data transfer.

"Company Parties" (each, a "**Company Party**") means Company and any of its Affiliates, officers, directors, employees, Contractors, agents, service providers, suppliers, licensors and permitted assigns.

"Confidential Information" means all information disclosed by one Party to the other Party

which is marked confidential or which a reasonable person would understand to be confidential or proprietary given the nature of the information and circumstances of disclosure. For purposes of this Agreement, Customer Data shall be deemed Customer Confidential Information. Company's Confidential Information shall include, without limitation, any non-public information regarding Company's business, products and services (including, without limitation, the discovery, invention, research, improvement, development, marketing or sale thereof as well as templates, scorecards, modules, coaching cards, rubrics and the like), pricing, financial data, trade secrets, models and information, business and marketing plans, customer information, business opportunities, plans for development of future products, unreleased versions of products, know-how, technology, the Services, the Software, and the API. Notwithstanding the foregoing, Confidential Information shall not include information that: (a) was already known to the receiving Party at the time of disclosure by the disclosing Party without an obligation of confidentiality; (b) was or is obtained by the receiving Party from a third party not known by the receiving Party to be under an obligation of confidentiality with respect to such information; (c) is or becomes generally available to the public other than by violation of this Agreement or another valid agreement between the Parties; or (d) was or is independently developed by the receiving Party without use of the disclosing Party's Confidential Information.

"**Contractor**" means an independent contractor or consultant of a Party.

"**Customer Data**" means all electronic data, text, messages, communications or other materials submitted to Company and/or stored within the Services by Customer, Users and End-Users in connection with Customer's use of such Service. Where the Service runs on the NetSuite Platform, the following shall apply: Customer Data means any customer data, information, or material uploaded to the NetSuite Platform that is accessed through Customer's use of Service.

"**Customer Personnel**" means employees and Contractors of Customer.

"**Documentation**" means any written or electronic documentation, images, video, text, or sounds specifying the functionalities of the Services provided or made available by Company to Customer or Users through the Site.

"**Effective Date**" means the effective date designated on the relevant Order Form referencing this Agreement.

"**End-User**" means any person or entity other than Customer or Users with whom Customer, its Users, or its End-Users interact while using a Service.

"**Force Majeure Event**" means any circumstances beyond Company's reasonable control, including, but not limited to, an act of God, act of government, flood, fire, earthquake, epidemic or pandemic, civil unrest, act of terror, strike or other labor problem, widespread failure or delay of any Internet service(s), Third-Party Service(s), or acts undertaken by third parties, including without limitation, a denial of service attack.

"**Intellectual Property Rights**" means all respective patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights.

"**NetSuite Platform**" means the software and services platform provided by Oracle Netsuite that is used by Customer to manage Customer's business's operations and customer relations.

"**Order Form**" means any Company-generated subscription order form executed or approved by each Party with respect to Customer's subscription to a Service, which form may detail, among other things, the Service Plan applicable to Customer's subscription to that Service.

"**Payment Agent**" means Company's third-party payment processor (e.g., Stripe or other) or a

payment agent designated by Company.

"**Personal Information**" or "**Personal Data**" means any information relating to a consumer, household, or an identified or identifiable natural person ('data subject'), where such data subject is one who can be identified, directly or indirectly, in particular by reference to an identifier such as name, an identification number, location data, an online identifier or to one or more factors specific to their physical, physiological, mental, economic, cultural or social identity of that natural person and Applicable Data Protection Law(s) identify as being personal information.

"**Sensitive Personal Information**" means any of the following: (i) credit, debit, or other payment card data subject to the Payment Card Industry Data Security Standards ("**PCI DSS**").

"**Service(s)**" means any products, subscriptions, licenses, and/or services, that Customer orders via an Order Form referencing this Agreement, including, as applicable, the API, Software, and Documentation. The aforementioned Services may enhance the functionality of the NetSuite Platform. Any new or modified features added to or augmenting the Services or updates or enhancements to the Services are also subject to this Agreement and Company reserves the right to deploy such updates at any time. "Service(s)" specifically exclude Third-Party Services.

"**Service Plan**" means the services plan and the functionality and services associated therewith (as detailed in the Order Form or on the Site) for the Services to which the Customer subscribes.

"**Site**" means https://www.zoneandco.com/ (and all other successor URLs, mobile or localized versions and related domains and subdomains owned or operated by Company or its Affiliates).

"**Software**" means software provided by Company (either by download or access through the internet) that allows a User to use any functionality in connection with the Services.

"**Subscription Term**" means the period during which Customer has agreed to subscribe to a Service with respect to any individual User starting on the Subscription Start Date and continuing for the term as designated in an Order Form with respect to any individual User.

"**Taxes**" means taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholding taxes accessible by any local, state, provincial or foreign jurisdiction.

"**Third-Party Services**" means third party products, applications, services, software, networks, systems, directories, websites, databases and information to which a Service links, or which Customer may connect to or enable in conjunction with a Service, including, without limitation, Third-Party Services which may be integrated directly into Customer's Account by Customer or at Customer's direction.

"**Usage Data**" means metrics and information regarding Customer's use of the applicable Service(s), including evaluating how Users and End-Users use the Service(s).

"**User**" means an individual authorized to use the Service(s) through Customer's Account as an agent, manager, team leader, administrator or any other role as identified through a unique login.

2**.**   **ACCESS TO AND USE OF THE SERVICES.**

2.1   **Services.** During the Subscription Term and subject to compliance by Customer and Customer's Users with this Agreement, any applicable Documentation and the Order Form, Customer has, for Customer's internal business purposes only, the limited right to access and use the Services listed in the applicable, fully executed Order Form in accordance with Customer's Service Plan. Without limiting the foregoing, Customer's right to access and use

the API is also subject to the restrictions and policies implemented by Company from time to time with respect to the API as set forth in the Documentation or otherwise communicated to the Customer in writing.

2.2 **Extension of Rights to Affiliates.** Company may, at its sole discretion and in writing, extend Customer's rights, benefits and protections provided herein to Customer's Affiliates and to Contractors or service providers acting on Customer's or Customer's Affiliates' behalf, provided that the Customer remains responsible for their compliance hereunder.

2.3 **Modifications.** Company Parties reserve the right, at their discretion, to modify, add, or discontinue any Service(s) or any portion thereof, at any time, for any reason and without liability to Customer except as provided in this Section 2.3. Further, Customer acknowledges that the Company Parties may modify the features and functionality of the applicable Service(s) during the Subscription Term. Company shall use reasonable efforts to provide Customer with advance notice of any deprecation of any material feature or functionality. In the event any such modification materially impairs Customer's ability to use the applicable Service(s) in the manner contemplated by this Agreement, Customer may terminate the Agreement upon written notice to Company and Company shall immediately refund Customer, on a pro-rated basis, any pre-paid Fees corresponding to the unused portion of Customer's Subscription Term for the Services after such termination.

2.4 **Connections.** A high-speed internet connection is required for proper transmission of the Services. Customer is responsible for procuring and maintaining the network connections that connect Customer's network to the Services, including, but not limited to, "browser" software that supports protocols used by Company, including Secure Socket Layer (SSL) protocol or other protocols accepted by Company, and to follow procedures for accessing Services that support such protocols. Company is not responsible for interruptions, service or performance failures, delays or other problems in connection with use of the internet, third-party platforms and other services not within the control of the Company, or other Force Majeure Events. Company is not responsible for notifying Customer or Users of any upgrades, fixes, or enhancements to any software or services which are not owned, operated, or controlled by Company or for any compromise of data owed to software, services or networks not owned, operated or controlled by Company, including, without limitation, Customer's Data, transmitted across computer networks or telecommunications facilities (including but not limited to the Internet).

2.5 **Prohibited Activities.** Customer shall not and Customer shall not enable any third party to: (a) license, sublicense, sell, resell, outsource, modify, repair, alter, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit the Services; (b) make any of the Services available to or process data on behalf of any third party, other than authorized Users in furtherance of Customer's internal business purposes as expressly permitted by this Agreement; (c) circumvent or disable any security or other technological features or measures of any Service, or attempt to probe, scan or test the vulnerability of a network or system or to breach security or authentication measures; (d) modify, adapt, or hack any of the Services or otherwise attempt to gain unauthorized access to any of the Services or related systems or networks; (e) use any of the Services in any unlawful manner, including but not limited to violation of any individual's privacy rights; (f) use any of the Services to send unsolicited or unauthorized junk mail, spam, pyramid schemes or other forms of duplicative or unsolicited messages; (g) use any of the Services to store or transmit files, materials, data, text, audio, video, images or other content that infringes on any person's Intellectual Property Rights; (h) attempt to decipher, decompile, reverse engineer or otherwise discover the source code of any software making up any of the Services; (i) use any of the Services to knowingly post, transmit, upload, link to, send or store any content that is unlawful, racist, hateful, abusive, defamatory, libelous, obscene, or discriminatory; (j) use any of the Services to knowingly post, transmit, upload, link

to, send or store any viruses, malware, Trojan horses, time bombs, or any other similar harmful software ("**Malicious Software**"); (k) access any of the Services for competitive purposes and/or if Customer (or a User) are a competitor of Company; or (m) use or launch any automated system that accesses a Service (i.e., a bot) in a manner that sends more request messages to a Service server in a given period of time than a human can reasonably produce in the same period by using a conventional online web browser.

2.6   **Account Activity.** Customer is solely responsible for the content, accuracy, and legality of all of Customer Data, and Company has no obligation to review Customer Data for the foregoing. The Customer also maintains all responsibility for determining whether the Services and the information generated thereby are accurate or sufficient for Customer's purposes. Customer acknowledges and agrees that each User will be identified by a unique username and password ("**User Login**") and that a User Login cannot be shared or used by more than one individual, unless otherwise provided in Customer's Service Plan. Customer is responsible for maintaining the confidentiality of all User Login information for Customer's Account, including, without limitation, all User Login information for all Users. If any User who has access to a User Login is no longer an employee or Contractor of Customer, then Customer will delete such User Login as soon as reasonably practicable and otherwise terminate such access to the Services.

2.7   **Compliance.** Customer is responsible for its compliance with the provisions of this Agreement and with all Applicable Laws, including compliance by its Users and End-Users and for any and all activities that occur under Customer's Account, which Company may verify from time to time. Without limiting the foregoing, Customer is solely responsible for ensuring that Customer's use of the Services is compliant with any and all terms, privacy policies, agreements or other obligations Customer may maintain or enter into with Users, End-Users, or a Third-party Service provider.

2.8   **Management of Services.** In addition to any other rights Company has under this Agreement, Company reserves the right, in Company's sole discretion, to temporarily suspend Customer's access to and use of any of the Services: (a) during planned downtime for upgrades and maintenance to such Service(s) (of which Company will notify Customer as soon as reasonably practicable through our forum page and/or through a notice to Customer's Account owner and Users) ("**Planned Downtime**"); or (b) during any unavailability caused by Force Majeure Events. Company will use commercially reasonable efforts to schedule Planned Downtime for weekends (Pacific time zone) and other off-peak hours. To the extent that the Services rely upon the Netsuite Platform, availability of the Service is subject to the availability of the Netsuite Platform. Company shall not responsible or liable for any unavailability of the Service that is attributable to the unavailability of the Netsuite Platform.

2.9.   **Support.** The Company Support Terms of Service (the "Support Terms"), provided separately at https://www.zoneandco.com/legal, are applicable to this Agreement. Customer shall consult the online documentation before submitting a support request through the designated form on the Company website. Response time is measured from the moment a Customer has made a full and accurate report of the incident at the designated location. When purchasing enhanced support service, different response times may apply. Company may from time-to-time update and/or upgrade the Service. Major and minor updates and/or upgrades contain new functionality and/or changes to the Service. These will be announced fourteen (14) days before they are implemented. The announcement will be made in the "Release Notes" section of the Company knowledge base, and by email to the Customer contacts registered in Company's internal database. Such notification emails shall summarize the release, describe the urgency level (high, medium, low) of the release and its individual items, and advance notice of any deprecation of any material feature or functionality. Customer's "Production accounts" are upgraded automatically by Company, unless Customer

has purchased a premium support service that includes the choice of time of upgrade. "Sandbox accounts" should always be upgraded by Customers themselves. "Patch updates" are updates that only remedy defects and do not add new functionality. These updates do not have to be announced prior to being released to Customers. Customers are encouraged to suggest new features and improvements. The final decision to implement any of the changes is solely up to Company. Should an update or upgrade cause interruptions for Customer, Customer should inform Company in detail and in writing thereof and Company will resolve the issue in accordance with the Support Terms. To avoid instability of the Service and to reduce potential security risks, Company may, in its sole discretion, deploy releases without notice in the event that the Service is two or more versions behind the current version. In exceptional cases, Company may need to release new versions as soon as they are available without notice to Customer. For example, if a major bug or fault in the Service is impacting a large number of users.

3.   DATA.

3.1   **Customer Data**. Customer represents and warrants that Customer has all necessary rights, title and permissions for Customer and Company to access, collect, share, and use Customer Data as contemplated by this Agreement and that Customer Data does not and will not violate or infringe (a) any intellectual property, publicity, privacy or other rights, or (b) any Applicable Laws.

3.2   **Customer as Data Controller.** To the extent Customer Data constitutes Personal Data, the Parties agree that Customer shall be deemed to be the Data Controller and Company shall be deemed to be the Data Processor, as those terms are understood under the Applicable Data Protection Law. Customer acknowledges and agrees that Company may use subprocessors, who may access Customer's Data and Usage Data, to provide, secure, and improve the Services. If applicable, Company's Data Processing Addendum, located at https://www.zoneandco.com/legal, can be executed by the Parties and, if executed, will be attached hereto as **Addendum A** (the "**DPA**"). Upon execution by the Parties, if applicable, the DPA is hereby incorporated by reference into the terms of this Agreement.

3.3   **Safeguards.** In operating the Services, Company will maintain commercially reasonable administrative, physical, and technical safeguards ("**Safeguards**") designed to protect the security, confidentiality, and integrity of Customer Data. These safeguards include encryption of Customer Data in transmission (encryption in transit or similar technologies). Company is not responsible for any Safeguards relating to Third-Party Services, which Customer may link to through the Services at Customer's election. Company will, and will cause its personnel and subcontractors, to abide by Customer's policies and procedures provided to Company from time to time, including Customer's data security policy. Company shall take reasonable precautions to preserve the integrity of any Customer Data it processes and to prevent any corruption or loss of the Customer Data, including but not limited to establishing effective back-up and data restoration procedures in compliance with Applicable Data Protection Law(s) or other Applicable Laws .

3.4   **Anonymized Data.** Company collects certain information about Customer and its Users as well as Customer and its respective devices, computers, and use of the Services. Notwithstanding anything herein to the contrary, Customer acknowledges and agrees that the Company Parties may access, collect, aggregate, analyze and use Anonymized Data and the Company Parties may use the Anonymized Data to support, analyze, improve and operate the Services, to develop industry standard benchmarks, improve the quality of its analytics, improve ("train") its artificial intelligence algorithms and machine learning models associated with the Services, or otherwise for any business purpose in accordance with Applicable Laws during and after the Term, including, without limitation, to develop best practice guidelines, recommendations, or other reports for distribution to Company's customers.

3.5   Usage Data. Company may collect and use certain information about Customer, its Users and usage of the Service as far as required for invoicing, license auditing purposes. and to analyze and/or resolve Support cases.

4.   CONFIDENTIALITY.

Each Party will protect the other Party's Confidential Information from unauthorized use, access or disclosure in the same manner as each Party protects its own Confidential Information, but with no less than reasonable care. Except as otherwise expressly permitted under this Agreement, each Party may use the other Party's Confidential Information solely to exercise its respective rights and perform its respective obligations under this Agreement and shall disclose such Confidential Information (a) solely to the employees and/or non-employee service providers and Contractors who have a need to know such Confidential Information and who are bound by terms of confidentiality intended to prevent the misuse of such Confidential Information; (b) as necessary to comply with an order or subpoena of any administrative agency or court of competent jurisdiction; provided, that such Party shall use reasonable efforts to provide the other Party with prompt written notice of such order or subpoena so that the other Party (or any of its Affiliates) may seek an appropriate protective order, unless, providing such notice would itself constitute a violation of Applicable Law; or (c) as reasonably necessary to comply with any Applicable Law. If, pursuant to clause (b), a Party is nevertheless legally required to disclose Confidential Information, then such Party shall only disclose that portion of the Confidential Information that, in the opinion of that Party's legal counsel, is legally required to be disclosed.

5.   INTELLECTUAL PROPERTY RIGHTS.

5.1   As between the Parties, Customer exclusively owns and retains all Intellectual Property Rights in and to Customer Data, except for pre-existing Services components contained in Customer Data. The rights granted to Customer, Users, and End-Users to use the applicable Service(s) under this Agreement do not convey any additional rights in the Service(s) or in any Intellectual Property Rights of Company associated therewith. Subject only to limited rights to access and use the Service(s) as expressly stated herein, all rights, title, and interest in and to the Services and all Documentation, hardware, software and other components of or used to provide the Services and any derivative works, modifications or improvements of any of the foregoing, including all related Intellectual Property Rights, will remain with the applicable Company Party and belong exclusively to such Company Party. No transfer or other grant of rights is given to Customer unless explicitly granted in writing by Company even if certain Services features have been specifically designed, developed, or compiled for the benefit of Customer.

5.2   Customer hereby grants to Company a fully paid-up, royalty-free, worldwide, transferable, sub-licensable, assignable, irrevocable, and perpetual license to use for any lawful purpose any suggestions, enhancement requests, recommendations or other feedback Company receives from Customer, Users, End-Users, or other third parties acting on Customer's behalf (collectively, "**Feedback**"). Company also reserves the right to seek intellectual property protection for any features, functionality or components that may be based on or that were initiated by any Feedback.

5.3   Company, and Company's other product and service names, and logos used or displayed on the Services are registered or unregistered trademarks of Company (collectively, "**Marks**"). Customer shall not attempt, now or in the future, to claim any rights in the Marks, degrade the distinctiveness of the Marks, or use the Marks to disparage or misrepresent Company or its Services.

6.   FEES, PLAN MODIFICATIONS, AND PAYMENTS.

6.1   **Payment and Billing.** Unless otherwise indicated on an Order Form referencing this Agreement, all fees and charges under this Agreement ("**Fees**") will be invoiced in full up front at the time of commencement of the applicable Service(s) and are non-refundable eexcept as otherwise provided for herein. Unless otherwise indicated in the Order Form, Customer shall pay all undisputed invoices within 30 days of Customer's receipt of each invoice without set-off, counterclaim or deduction. Company reserves the right to charge interest on any late Fees in an amount equal to 1.5% per month of the overdue amount or the maximum amount allowed by Applicable Law, whichever is less. Customer is responsible for providing valid and current payment information and Customer agrees to promptly update Customer's Account information, including payment information, with any changes that may occur (for example, a change in Customer's billing address or credit card expiration date). If Customer fails to pay or dispute Customer's Fees or other charges indicated on any Order Form within thirty (30) days of Company's notice to Customer that payment is delinquent, or if Customer does not update payment information upon Company's request, in addition to our other remedies, Company may suspend or terminate access to and use of such Service(s) by Customer, its Users and End-Users. Customer may, in good faith, dispute the Fees on any invoice within ninety (90) days of the invoice date. If no notice of dispute of Fees is received by Company within ninety (90) days of the invoice date, the Fees shall be deemed to have been accepted by Customer.

6.2   **Upgrades.** If Customer chooses to upgrade Customer's Service Plan during Customer's Subscription Term, any incremental Fees associated with such upgrade will be charged in accordance with the remaining Subscription Term. In any future Subscription Term, Customer's Fees will reflect any such upgrades.

6.3   **Downgrades.** Customer may not downgrade Customer's Service Plan during Customer's Subscription Term. If Customer desires to downgrade its Service Plan for a subsequent Subscription Term, Customer must provide Company with at least thirty (30) days' advance written notice prior to the end of Customer's then-current Subscription Term. Downgrading Customer's Service Plan may cause loss of content, features, or capacity of the Service(s) as available to Customer under Customer's Account, and Company does not accept any liability for such loss.

6.4   **Taxes.** Unless otherwise stated on an applicable invoice, all Fees are exclusive of, and Customer shall pay, all Taxes imposed on Company or Customer (other than taxes imposed on Company's income) related to Customer's order unless Customer has provided Company with an appropriate resale or exemption certificate for the delivery location, which is the location where the Services are used. Company will invoice Customer for such Taxes if Company believes Company has a legal obligation to do so and Customer agrees to pay such Taxes if so invoiced.

6.5   **Payment Agent.** If Customer pays by credit card or certain other payment instruments, the Services provide an interface for the Account owner to change credit card information (e.g. upon card renewal). Payments made by credit card, debit card or certain other payment instruments for the Services are billed and processed by Company's Payment Agent. Customer hereby authorizes the Payment Agent to charge Customer's credit card or other payment instrument in advance on a periodic basis in accordance with the terms of the Service Plan for the Services, and for periodic Fees applicable to Customer until Customer's subscription to the Services terminates, and Customer further agrees to pay any Fees so incurred. If applicable, Customer hereby authorizes Company and the Payment Agent to charge Customer's credit card or other payment instrument to establish prepaid credit ("**Prepaid Credit**") of a certain amount which will be drawn down based upon usage by Customer and Customer's Users. When the Prepaid Credit falls below the established Prepaid Credit amount, Customer hereby authorizes Company and the Payment Agent to replenish such Prepaid Credit by charging Customer's credit card or other payment instrument. The Account owner will receive a receipt

upon each acceptance of payment by the Payment Agent, or they may obtain a receipt from within the Services to track subscription status. To the extent the Payment Agent is not Company, the Payment Agent is acting solely as a billing and processing agent for and on behalf of Company and shall not be construed to be providing the applicable service. The Payment Agent uses a third-party intermediary to manage credit card processing and this intermediary is not permitted to store, retain or use Customer's billing information except to process Customer's credit card information for the Payment Agent.

6.6   **Payment Portals.** If Customer mandates Company use a vendor payment portal or compliance portal which charges Company a subscription fee or a percentage of any uploaded invoice as a required cost of doing business, Customer shall be invoiced by Company for, and Customer is obligated to pay, the cost of this fee.

7.   TERM AND TERMINATION.

7.1   **Term.** Unless earlier terminated in accordance with this Agreement, this Agreement is effective as of the Effective Date and continues until terminated in accordance with this Section 7. on the date of expiration or termination of all Subscription Terms, including any Renewal Terms (together, the "**Term**").

7.2   **Renewal.** Either Customer or Company may elect to terminate this Agreement as of the end of Customer's then-current Subscription Term and not renew for an additional Subscription Term by providing written notice, in accordance with this Agreement, on or prior to the date that is thirty (30) days before the end of the then-current Subscription Term. Unless either Customer or Company provides such timely notice, Customer's subscription to the Services will automatically renew for a Subscription Term equivalent in length to the then-expiring Subscription Term (the "**Renewal Term**"). Unless otherwise provided for in any Order Form, if Company determines, in its reasonable discretion, that material product or feature enhancements to the Services require an increase in Fees, Company will first obtain Customer's prior written consent before applying such new Fees to such Renewal Term.

7.3   **No Refunds or Credits.** Except as otherwise expressly set forth herein, no refunds or credits for Fees or other charges or payments will be provided to Customer if Customer terminates its subscription to the Services or cancels Customer's Account in accordance with this Agreement prior to the end of Customer's then-effective Subscription Term.

7.4   **Termination.** In addition to any other rights or remedies in this Agreement, either Party may terminate this Agreement (including any related Order Form): (i) if the other Party materially breaches this Agreement (including failure to pay undisputed Fees in a timely manner) and fails to cure such breach within 30 days following of receipt of notice of breach; or (ii) effective immediately and without notice if the other Party ceases to do business or otherwise terminates its operations, except as a result of a permitted assignment hereunder; or (iii) if the other Party becomes the subject of a petition in bankruptcy or any other proceedings relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

7.5   **Unpaid Fees.** Except as expressly set forth below, upon termination of this Agreement for any reason, in addition to any other amounts Customer may owe Company, Customer must immediately pay any then-unpaid undisputed Fees associated with the remainder of such Subscription Term pursuant to all applicable Order Forms. This amount will not be payable by Customer if Company terminates this Agreement as a result of (a) an Intellectual Property Rights claim in accordance with Section 11.2(c) (Company Indemnification) or (b) an uncured material breach by Company in accordance with Section 7.4(i) (Termination).

7.6   **Exporting Customer Data.** During the Term and up to expiration or termination of this Agreement, Customer will have the ability, to the extent available, to export or download

Customer's Data using in-product data export mechanisms. When not available (i.e. Customer data is a copy of Customer's master data stored elsewhere by Customer) Customer Data will be purged in accordance with Company's then-current data retention policy unless Company is prohibited by law or legal order.

7.7 **Suspension.** Without limiting any other right under this Agreement, Company reserves the right to restrict functionalities or suspend the Services (or any part thereof), Customer's Account or Customer's and/or Users' or End-Users' rights to access and use the Services and remove, disable or quarantine any of Customer's Data if (a) Company reasonably suspects or detects that Customer, its Users or End-Users have violated this Agreement; or (b) Company reasonably suspects or detects any Malicious Software connected to Customer's Account or use of the Services by Customer, its Users or End-Users. This right includes the removal or disablement of Customer Data. Unless legally prohibited from doing so, Company will use reasonable efforts to contact the Customer directly via email to notify the Customer prior to taking any of the foregoing actions. Company shall not be liable to the Customer, its Users, End-Users or any other third party for any modification, suspension, or discontinuation of Customer's rights to access and use the Services pursuant to this Section 7.7.

8. THIRD-PARTY SERVICES, SUBPROCESSORS.

8.1 **Third-Party Processors.** Company may make available, and Customer and Customer's Users may choose to enable, access or use various Third-Party Services through or in conjunction with the Services. If Customer does decide to enable, access or use Third-Party Services, Customer's access and use of such Third-Party Services shall be governed by the terms and conditions of such Third-Party Service provider and/or Company's terms and conditions, as applicable. Company does not endorse, is not responsible or liable for, and makes no representations as to any aspect of such Third-Party Services, including, without limitation, their content or the manner in which they handle, protect, manage or process data (including Customer Data), or any interaction between Customer and the provider of such Third-Party Services. Company cannot guarantee the continued availability of such Third-Party Service features and may cease enabling access to them without entitling Customer to any refund, credit, or other compensation, if, for example and without limitation, the provider of a Third-Party Service ceases to make the Third-Party Service available for interoperation with the corresponding Service(s) in a manner acceptable to Company. Customer irrevocably waives any claim against Company with respect to such Third-Party Services. Company is not liable for any damages or losses caused or alleged to be caused by or in connection with Customer's enablement, access, or use of any such Third-Party Services, or Customer's reliance on the privacy practices, data security processes, or other policies of such Third-Party Services. Customer may be required to register for or log into such Third-Party Services on their respective websites. By enabling any Third-Party Services, Customer is expressly permitting Company to disclose Customer's User Logins and Customer Data as necessary to facilitate the use or enablement of such Third-Party Services.

8.2 **Subprocessors.** Company may make use of third-party subprocessors. A current list of Company's subprocessors can be found at http://www.zoneandco.com/legal/processors. Company may add, remove and/or exchange subprocessors in its sole discretion upon no less than thirty (30) days' notice to Customer. Should Customer object in writing to the appointment of an additional subprocessor within fourteen (14) calendar days of such notice, Company shall have the right to cure the objection through one of the following actions at Company's sole discretion: (a) offer to Customer an alternative method to provide the Services without such subprocessor; (b) take corrective steps that, in Company's reasonable discretion, address Customer's objection; (c) cease to provide to Customer the particular aspect of the Services that would involve the use of such subprocessor If none of the above options are reasonably available and the objection has not been resolved to the mutual satisfaction of the

parties within thirty (30) days after Company's receipt of Customer's objection, either party may terminate the Agreement and Customer will be entitled to a pro-rata refund for prepaid fees for Services not performed as of the date of termination.

9.   WARRANTY; DISCLAIMER.

9.1   Company represents, warrants and covenants to Customer that:

(a) the Services will operate in a manner that conforms in all material respects to the specifications included in the Documentation and that it will provide the Services and perform its other obligations under this Agreement in a professional and workmanlike manner substantially consistent with general industry standards.

(b) Company has, and throughout the Term and any additional periods during which Company does or is required to perform the Services will have, the unconditional and irrevocable right, power and authority, including all permits and licenses required, to provide the Services and grant and perform all rights and licenses granted or required to be granted by it under this Agreement;

(c) Neither Company's grant of the rights or licenses hereunder nor its performance of any Services or other obligations under this Agreement does or at any time will: (i) conflict with or violate any Applicable Law; or (ii) require the consent, approval, or authorization of any governmental or regulatory authority or other third-party, and Company shall promptly notify Customer in writing if it becomes aware of any change in any Applicable Law that would preclude Company's performance of its obligations hereunder; and

(d)   the Services, Documentation, and materials provided by Company under this Agreement will not infringe, misappropriate, or otherwise violate any Intellectual Property Right or other right of any third-party;

The foregoing warranties will not apply to the extent such breach arises, in whole or in part, from an Exclusion (as defined in Section 11.2). Provided that Customer notifies Company in writing of the breach within thirty (30) days following performance of the defective Service(s), specifying the breach in reasonable detail, Company will, as Customer's sole and exclusive remedy, for any breach of the foregoing, re-perform the Services which gave rise to the breach and, if Company is unable to do so, then Customer may terminate this Agreement as set forth in Section 7 (Term and Termination) by providing thirty (30) days' advance written notice to Company.

9.2 EXCEPT AS EXPLICITLY PROVIDED IN SECTION 9.1 OR THE SUPPORT TERMS, ALL SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW, AND COMPANY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR FREE FROM VIRUSES OR OTHER MALICIOUS SOFTWARE, AND NO INFORMATION OR ADVICE OBTAINED BY CUSTOMER FROM COMPANY OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ANY OBLIGATIONS WITH RESPECT TO STORAGE OF CUSTOMER DATA, INCLUDING, WITHOUT LIMITATION, FOR ANY LOSS OR CORRUPTION OF CUSTOMER DATA. IN ADDITION, COMPANY DISCLAIMS ANY LIABILITY IN CONNECTION WITH (I) CUSTOMER'S CHOICE TO DOWNGRADE THE SERVICES, INCLUDING, WITHOUT LIMITATION, LOSS OF CONTENT, FEATURES, OR CAPACITY OF SERVICES; AND (II) CUSTOMER'S USE OF OR CONNECTION TO ANY THIRD-PARTY SERVICES.

10. LIMITATION OF LIABILITY.

10.1 UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) WILL EITHER PARTY TO THIS AGREEMENT, OR THEIR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, SUPPLIERS OR LICENSORS BE LIABLE TO THE OTHER PARTY OR ANY AFFILIATE FOR ANY LOST PROFITS, LOST SALES OR BUSINESS, DATA LOST IN THE COURSE OF TRANSMISSION VIA CUSTOMER SYSTEMS OR OVER THE INTERNET, BUSINESS INTERRUPTION, LOSS OF GOODWILL, COSTS OF COVER OR REPLACEMENT, OR FOR ANY TYPE OF INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGES, OR ANY OTHER INDIRECT LOSS OR DAMAGES INCURRED BY THE OTHER PARTY OR ANY AFFILIATE IN CONNECTION WITH THIS AGREEMENT, OR THE SERVICES, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES.

10.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT OR THE SERVICES, SHALL IN ANY EVENT EXCEED THE FEES PAID BY CUSTOMER DURING THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE ESSENTIAL PURPOSE OF THIS SECTION 10.2 IS TO ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY GIVEN THE FEES., WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF COMPANY WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. COMPANY HAS RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE CUSTOMER WITH THE RIGHTS TO ACCESS AND USE THE SERVICES IN THIS AGREEMENT. THE LIMITATION OF LIABILITY PROVIDED FOR HEREIN WILL APPLY IN AGGREGATE AND SHALL NOT BE CUMULATIVE.

10.3 **Damages Exception**. The foregoing limitations of liability do not apply to damages arising out of or relating to: (a) a party's indemnification obligations; (b) a breach of Company's Intellectual Property Rights; or c) a party's willful misconduct or fraud. Limitations of liability shall not apply to the extent such limitation is contrary to the provisions of applicable law.

10.4 Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages or for personal injury or death, which means that some of the above limitations may not apply. IN THESE JURISDICTIONS, THE PARTIES' LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. Any claims or damages that Customer may have against Company shall only be enforceable against Company and not any other entity or its officers, directors, representatives, or agents.

11. INDEMNIFICATION.

11.1 **Customer Indemnification.** Customer will defend the Company Parties from and against any third-party claim arising out of: (a) use of the Service(s) or the Site by Customer, its Users or End-Users in breach of this Agreement; or (b) any allegation that Company's use or access of Customer Data infringes or misappropriates a third-party's Intellectual Property Rights in such Customer Data. Customer will indemnify and hold Company harmless from and against any damages and costs finally awarded against Customer or agreed in settlement by Customer (including reasonable attorneys' fees) resulting from any such claim.

11.2 **Company Indemnification.** Company will defend Customer from and against any third-party claim arising out of (a) provision of the Service(s) or the Site by Company to Customer, its Users or End-Users in breach of this Agreement; or (b) the allegation that the Services infringe or misappropriate a third-party's Intellectual Property Rights and will indemnify and hold Customer harmless from and against any damages and costs finally awarded against Customer or agreed in settlement by Company (including reasonable attorneys' fees) resulting from any such claim. If use of the Services by Customer or its Users has become, or in

Company's opinion is likely to become, infringing, Company may at its option and expense: (a) procure for Customer the right to continue using the Services as set forth hereunder; (b) replace or modify the Services to make them non-infringing; or (c) if options (a) or (b) are not commercially reasonable or practicable as determined by Company, terminate Customer's subscription to the Services and refund Customer, on a pro-rated basis, any pre-paid Fees corresponding to the unused portion of Customer's Subscription Term for the Services after such termination. Company will have no liability or obligation under this Section 11.2 with respect to any third-party claim if such claim is caused in whole or in part by (i) Customer, Customer's Personnel, or Customer Users' unauthorized use of the Services; (ii) any breach by Customer and/or Customer's Users or Customer's Personnel of this Agreement; (iii) Customer's Data; (iv) compliance with designs, data, instructions or specifications provided by Customer; (v) Customer, Customer's Personnel, or Customer Users' modification of the Services; or (vi) the combination, operation or use of the Services with other hardware or software (each, an "Exclusion"). This Section 11.2 states the sole and exclusive liability of the Company Parties to Customer and Customer's sole remedy with respect to an Intellectual Property Right infringement or misappropriation claim in connection with this Agreement.

11.3 **Indemnification Procedures.** Each Party's indemnification obligations in this Section 11 are subject in each instance to the indemnified Party: (a) promptly notifying the indemnifying Party in writing of the threat or notice of the claim; (b) giving the indemnifying Party sole and exclusive control and authority to select defense attorneys, defend, and/or settle any such claim (however, the indemnifying Party shall not settle or compromise any claim that results in liability or admission of any liability without the indemnified Party's prior written consent); and (c) the indemnified Party fully cooperating with the indemnifying Party in connection with the defense or settlement of any claim.

12.   GENERAL.

12.1 **No Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent, which consent shall not be unreasonably withheld; provided, however, that either Party may, without the other Party's consent, assign this Agreement to an Affiliate or in connection with any merger or change of control of such Party or the sale of all or substantially all of its assets provided that any such successor or assignee agrees to fulfill its obligations pursuant to this Agreement. Subject to the foregoing restrictions, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns. Any attempt to transfer or assign this Agreement except as expressly authorized under this Section 12.1 will be null and void.

12.2 **Entire Agreement & No Waiver.** This Agreement constitutes the entire agreement and supersedes all prior agreements between Customer and Company with regard to the subject matter hereof. Each Party acknowledges and agrees that by executing the terms and conditions specified in this Agreement, (i) it is not relying upon any other statements, representations, warranties, promises, assurances, or the like, (ii) no remedies are or will be available to a Party with respect to the foregoing, and (iii) such remedies are unconditionally and irrevocably waived; provided, the foregoing shall not apply to any acts of fraud by a Party. For the avoidance of doubt, in the event of any prior agreement(s) between the parties or its predecessor(s), where such agreement(s) covered the same subject matter as this Agreement, those prior agreements are hereby terminated, and any products subscribed to thereunder or services yet to be performed shall now be subject to the terms and conditions of this Agreement. By executing an Order Form with Company, Customer agrees that the terms and conditions of this Agreement shall apply to and govern the Service Plan for the applicable Subscription Term described therein. Should there be any discrepancy between the documents that constitute the understanding between the Parties, the documents take precedence in the following order: i) the Order Form ii) the Agreement iii) the DPA and the

Support Terms, iv) the attachments to the Agreement. Except as otherwise specified herein, any additional or conflicting terms contained in any other document shall be null, void and of no effect on either Party. This Agreement may be amended by an authorized representative of each Party in a duly executed writing referencing this Agreement and expressing the intent to amend these terms and conditions. A Party's failure to enforce at any time any provision of the Agreement does not constitute a waiver of that provision or of any other provision of the Terms.

12.3 **Headers & Severability.** The headings contained in these Terms are for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. If any provision in this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision shall be modified by the court and interpreted so as to best accomplish the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

12.4 **Media.** Company and its Affiliates may use Customer's name, trademark, service mark and logos in Company's sales and marketing materials and public statements, and in other communications with Company's existing and prospective customers.

12.5 **Governing Law.** For Customers entering into this Agreement with: (a) Zone & Company Software Consulting, LLC, this Agreement shall be governed by and construed in accordance with the substantive laws of the State of Delaware, without regard to its conflicts of law principles, and shall be subject to the exclusive jurisdiction of the courts of Delaware; (b) Zone & Company Software Consulting EMEA B.V., this Agreement shall be governed by Dutch law, excluding any conflict of law provisions contained in Dutch law, and to the extent not otherwise provided for in mandatory law, all disputes related to the Service or this Agreement will be submitted to the competent Dutch court in the jurisdiction where Company has its registered office; (c) Zone & Company Software Consulting APAC Pty Ltd., this Agreement shall be governed by Queensland law, and to the extent not otherwise provided for in mandatory law, all disputes related to the Service or this Agreement will be submitted to the competent court in Queensland. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply in any respect to this Agreement or the parties.

12.6 **Relationship of the Parties.** The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. Nothing herein shall prevent either Party from entering into any further agreements or business relationships, nor prevent either Party from conducting similar business with others as long as such Party observes its obligations under this Agreement.

12.7 **Survival.** Provisions herein which by their context and content are intended to survive termination or expiration hereof shall so survive, including Sections 1 (Definitions), 3.1 (Customer Data), 3.4 (Aggregated Anonymized Data), 4 (Confidentiality), 5 (Intellectual Property Rights), 6.1 (Payment and Billing), 6.4 (Taxes), 7 (Term and Termination), 8 (Third-Party Services), 9 (Warranty; Disclaimer), 10 (Limitation of Liability), 11 (Indemnification), and 12 (Miscellaneous). Termination of this Agreement shall not limit either Party's liability for obligations accrued as of or prior to such termination or for breach of this Agreement.

12.8 **Notice.** All notices to be provided by Company to Customer under this Agreement may be delivered in writing by (i) nationally recognized expedited delivery service ("**Courier**") or U.S. mail to the contact mailing address provided by Customer on the applicable Order Form; or (ii) electronic mail to the electronic mail address provided by Customer on the applicable Order Form. Customer must give notice to Company in writing by Courier or ordinary or U.S. mail to the mailing address below (and, in addition, with a copy to the email below):

For US: Zone & Company Software Consulting, LLC

6 Liberty Square PMB 6040 Boston, MA 02109

For EMEA: Zone & Company Software Consulting EMEA B.V.

Evert van de Beekstraat 1, (1118 CL) Schiphol, the Netherlands

For APAC: Zone & Company Software Consulting APAC PTY Ltd.

Brisbane City QLD 4000, ACN 655 741 272

With a copy to legal@zoneandco.com

All notices shall be deemed to have been given immediately upon delivery by electronic mail, or if otherwise delivered upon the earlier of receipt or two (2) business days after being deposited in the mail or with a Courier as permitted above.

12.9 **Export Compliance.** The Services or components of the Services that Company may provide or make available to Customer or its Users may be subject to U.S. export control and economic sanctions laws. Customer represents and warrants that Customer will comply with all such laws and regulations as they relate to access to and use of the Services, and such other components by Customer and Users. Customer shall not access or use the Services if Customer is located in any jurisdiction in which the provision of the Services, or other components is prohibited under U.S. or other Applicable Laws (a "**Prohibited Jurisdiction**") and Customer shall not provide access to the Services to any government, entity, or individual located in any Prohibited Jurisdiction. Customer represents, warrants and covenants that (i) Customer is not named on any U.S. government list of persons or entities prohibited or restricted from receiving U.S. exports, or transacting with any U.S. person, (ii) Customer is not a national of, or a company registered in, any Prohibited Jurisdiction, (iii) Customer shall not permit its Users to access or use the Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions, and (iv) Customer shall comply with all Applicable Laws regarding the transmission of technical data exported from the United States and the country in which Customer and its Users are located.

12.10. **Miscellaneous.** The official language of this Agreement is, and all attachments or amendments to this Agreement, contract interpretations, notices and dispute resolutions shall be in English. Translations of this Agreement shall not be construed as official or original versions. No exclusive rights are granted by Company under this Agreement. All rights or licenses not expressly granted to Customer herein are reserved to Company, including the right to license the use of the Services and any Software to other parties. Any reference to a law or statute in this Agreement shall be deemed to include any amendment, replacement, re-enactment thereof for the time being in force and to include any by-laws, statutory instruments, rules, regulations, orders, notices, directions, consents, or permissions (together with any conditions attaching to any of the foregoing) made in respect thereof.

SUPPORT TERMS OF SERVICE

These Support Terms of Service (the "Support Terms"), govern your use of Software and Services support and are subject to the Master Subscription Agreement terms available at https://www.zoneandco.com/legal or another operative agreement, as applicable, (the "Agreement") between You ("Customer") and Zone & Company Software Consulting, [LLC, EMEA, B.V., or APAC Pty Ltd.], as applicable ("Company"). Capitalized terms without definitions in the Support Terms have the meaning defined in the Agreement. Company may modify the Support Terms by posting a revised version at https://www.zoneandco.com/legal, or by providing notice using other reasonable means. If Customer does not agree to the revised version then, (a) the existing Support Terms will continue to apply to Software and/or Services that the Customer has purchased as of the date of the update for the remainder of the then-current Subscription Term; and (b) the revised version will apply to any new purchases or renewals of subscriptions made after the effective date of the revised version.

1. DEFINITIONS.

"Authorized User" means Customer Personnel authorized to submit Support Case requests to Company

"Bug" means an error, mistake, defect or fault, which may cause failure or deviation from expected results.

"Business Days" means Monday through Friday during Support Operating Hours, excluding Company holidays.

"Support Case Update" means a response on the Support Case from the Support representative which describes either of the following: 1. The progress and / or findings in the investigation of the Incident raised since the last update; 2. Information needed for further investigation of the Incident raised or; 3. A solution to the Support Case. .

"Customer Agreement" means the operative agreement between the Company and the Customer and Zone & Co, including the Master Subscription Agreement (the "Agreement"), these Support Terms, and, where applicable, the Professional Services Terms and/or the Data Processing Agreement.

"Customer NetSuite Account Number" means a unique number identifying Customer's NetSuite account that is provided to the Customer by Oracle/ NetSuite.

"**Customer Personnel**" means employees and Contractors of Customer, including customer support personnel.

"Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during the month in which any of the Included Services, as applicable, was in a state of Unavailability.

"NetSuite (Cloud) Service" also referred to as "NetSuite" means the cloud service software package currently provided by Oracle under the brand name NetSuite.

"**Order Form**" means any Company-generated subscription order form executed or approved by each Party with respect to Customer's subscription to a Service, which form may detail, among other things, the type and/or level of service applicable to Customer's subscription to that Service.

"Professional Services" means any additional services that are not Support Services and are provided by Company to Customer under a separate Professional Services Agreement and applicable Statement of Work.

"Q&A quarterly" means a quarterly Q&A session of one hour (per app or group of apps) where Customer may join and ask any question about the Services.

"Request Types" means the four types of Support that customers may submit:

1. "Incident" means a support request regarding an element of the service suspected not to be working according to its specifications. This may be related to misconfiguration, data issues or a bug in the core of Company's Service;

2. **"Enhancement / Feature Request"** means a support request by the Customer to add functionality or enhance performance beyond the specifications of the Service;

3. **"How-to question"** means a support request regarding the Service functionality that can be answered by a simple explanation of how the configuration can be done and/or describing the process of the configurations so that the Authorized User can make the changes. These requests do not involve any active configurations or use case analysis done by the Support representative;

4. **"OCR Data Capture Quality Enhancement Request"** means a data capture quality enhancement support request relating to the Company's Suite App Scan & Capture for improvement of the Optical Character Recognition (OCR) of transactions provided by the Customer (i.e. individual vendor bills and vendor credits).

"Response Time" means the targeted time period in which Company will use commercially reasonable efforts to acknowledge receipt of a Support Case request and to engage an appropriately skilled support resource, commencing from the time that Company receives all required information as specified in Section 4.2 herein. Response Times are measured during Support Operating Hours.

"Service Level Agreement" or "SLA" means the Company's support packages described at https://www.zoneandco.com/legal/support-terms-sla

"Severity Level" means the Severity Levels assigned by the Company's Support representative as defined below.

1. Severity 1: Critical Business Impact. Customer's use of the Services are stopped or so severely degraded that Customer cannot reasonably continue work related to the Services and no known workaround is available.
2. Severity 2: Substantial Business Impact. Important Services features are unavailable with no workaround available. Customer's use of the Services is continuing; however, there is a serious impact on Customer's productivity.
3. Severity 3: Some Business Impact. Important Services features are unavailable, but a workaround is available, or less significant features are unavailable with no workaround. Customer's work related to the Services has a minor loss of operational functionality or implementation resources.
4. Severity 4: Minimal Business Impact. Customer requests information, an enhancement, or documentation regarding the Services but there is no immediate, or a minimal, impact on the operation of the Services. Customer's use of the Services is continuing and no work is being materially impeded at the time.

"SuiteAnswers" means Oracle Netsuite's 24/7 online support portal of Oracle that is maintained and controlled by Oracle and is not part of these Support Terms.

"Support Case" means a single Support question or reproducible failure of (part of) Service functionality.

"Support Services" means the English-language support services provided under these Support Terms.

"Support Operating Hours" means for standard support, Monday through Friday and, depending on the billing address of Customer, in the United States, 8 a.m. – 5 p.m. EST, in EMEA, 8 a.m. – 5 p.m. CET, and in APAC, 8 a.m. – 5 p.m. Customer may request to change its region if the majority of its Authorized Users are located in a different region. Premium support operating hours are twenty-four (24) hours per day from Monday, 8 a.m. AEST to Friday 5 p.m. EST. Support Operating Hours during public holidays in countries where Company's support staff is located are not guaranteed.

"Telephone Support" means support provided through a dedicated support phone number.

"Test Case" means Customer's instructions that allow Company to reproduce a

Support Case.

"Unavailable" and **"Unavailability"** mean Company's Software and Services are not reachable by Customer due to reasons other than the exclusions stated herein.

"Video call / Meeting on reservation" means situations in which, in Company's sole discretion, Customer may request a video call to discuss an issue.

"Zone & Co Knowledge Base" means Company's 24x7 online support database, including documentation, guidelines, and FAQ's.

"Zone & Co SuiteApps," "SuiteApps," "SuiteApp," "Services," each may mean the software, products, applications or other services that are provided by the Company or may be provided in the future.

2**.**   **SCOPE OF THE SUPPORT TERMS.**

2.1   **Third-Party Adaptations.** Company shall not have any obligation to provide Support Services with respect to any: (a) where the Service runs on Netsuite, including adaptations, configurations or modifications of the NetSuite Cloud Service or SuiteApps made by the Customer or any third-party or (b) any items excluded pursuant to Section 6.

2.2   **No Consultancy Services.** Company may offer Professional Services to help resolve issues that fall outside the scope of the Support Services. Any Professional Services, including expenses for such services shall be provided under a separate agreement and shall be subject to Company's then-current consulting fees and terms.

2.3   **Standard and Premium Support.** Company offers Standard and Premium support as described in the applicable quote or on the applicable Order Form. For the avoidance of doubt, Standard and Premium Support are not available for customer's customized versions of Company's Software or Services.

3.   **TERM AND TERMINATION.**

3.1   **Term**. The term for Support Services shall commence on the execution date of the Agreement and shall continue in effect during the duration of the term of the Agreement.

3.2 **Same Level of Support**. For the duration of the initial term and any agreed renewal term(s), Customer shall purchase and maintain the same level of Support Services for all users of the Service (including without limitation any incremental licenses subsequently purchased by Customer). For clarity, Customer may not elect to purchase or renew Support Services for just a portion of its Service or of its users who can access the Service.

3.3 **Suspension of Support Services**. In addition to any other rights or remedies the Company may have under these Support Terms or the Agreement, if Customer is more than thirty (30) days delinquent in any payment obligation, then Company may, upon written notice to Customer, immediately suspend performance of the obligations set forth in these Support Terms until such delinquency is remedied.

3.4 **Breach of material terms**. Either party may terminate these Support Terms if the other party breaches a material term of these Support Terms and such breach is not cured within ten (10) business days' notice thereof from the terminating party. If Customer is the terminating party, Company shall refund the pro rata portion of fees actually paid by Customer for Support Services attributable to the remainder of the term after termination. These Support Terms shall terminate upon expiration or termination of the NetSuite subscription service or expiration or termination of Customer's NetSuite license.

4. **SUPPORT CASE REQUESTS AND RESPONSE TIMES.**

4.1 **Support Cases.** Support cases shall be governed by the SLAs described at https://www.zoneandco.com/legal/support-terms-sla. Company may modify the SLAs by posting a revised version or by providing notice using other reasonable means.

4.2 **Support Case Request Form**. Support Case request should be submitted by an Authorized User via a Support Case Request form (see https://www.zoneandco.com/customer-support-form). Should Customer fail to complete the Support Case Request Form in full, Company shall be under no obligation to recognize Customer's Support request, nor shall Company be obligated to provide the Support Services. Company may, in its sole discretion, share certain information about Support Cases with its contractors, vendors and/or third-party application providers in order to support Company's provision of the Support Services described herein.

4.3 **Telephone Support**. If Customer has purchased Telephone Support, Customer may submit a Support Case request with Severity Level 1 or 2 by phone. A dedicated telephone number will be provided to Customer upon execution of the Agreement and Support Terms.

4.4 **Required Information**. All Support Case requests must, if applicable, include the following:

4.4.1 A reproducible Test Case that demonstrates the specific usage that causes the Support Case being reported, including the user's name and role.
4.4.2 Exact wording of all related error messages.
4.4.3 A full description of the Support Case and expected results.
4.4.4 Any special circumstances surrounding the discovery of the Support Case.
4.4.5 Where the Service runs on Netsuite: the Customer's Netsuite Account Number.
4.4.6 Any other info that is required on the Support Case Request Form.

4.5 **Severity Levels**. Company shall assign an appropriate Severity Level to all Support Cases according to the Severity Level definitions. Severity Levels are assigned to allow prioritization of incoming Support Cases. During the case resolution process, Company may reclassify Support Cases based on the current impact to the Services and business operations as described in the Severity Level definitions.

4.6 **Company's Obligations**. Company shall make the Support Services available during Support Operating Hours for the Customer to report Support Cases and receive assistance. Upon receipt of a Support Case Request, Company shall establish whether there is a Support Case for which the Customer is entitled to Support Services under these Support Terms and, if so, shall:

    4.6.1 Confirm receipt of the Support Case request and notify Customer of the Support Case number that both parties must then use in any communications about the Incident.

    4.6.2 Analyze the Support Case and verify the existence of the issue.

    4.6.3 Give the Customer direction and assistance in resolving the Support Case pursuant to the terms described herein.

4.7 **Escalation to NetSuite Support**. Where the Service runs on Netsuite, Company shall escalate cases to NetSuite support if the error in the Services is suspected to be caused by an issue in the NetSuite Cloud Service. In case the Support Case relates to the NetSuite Cloud Service, Company will create a case with NetSuite support and communicate with Customer about resolution progress on a best effort basis. For practical reasons, the Support representative, at its own discretion, may ask Customer to submit the case themselves.

4.8 **Case Updates**. Company shall use reasonable efforts to proactively update Customer on Support Case status when there is a change in status.

4.9 **Use of Logins to Sandbox and Production environments**. Customer may supply Company with permanent administrator login access to Customer's sandbox and/or production account in order to facilitate the Support Case resolution process. Alternatively, Customer may provide access to its production environment upon request by Company. If a login is not available, Company cannot guarantee resolution of the Support Case and/or adherence to the terms of the Agreement and/or these Support Terms. To safeguard Customer's account, Customer must reset the production password upon resolution of the case.

4.10 **Password safety**. Company shall exercise reasonable care in using and/or storing Customer login credentials, however Company shall not be held liable in connection with the use of Customer's login credentials in order to provide Support.

4.11 **Customer's Obligations**. Company's obligation to provide Support Services under these Support Terms are conditioned upon the Customer: (a) paying all applicable fees for Support Services prior to the date the Support Case is reported; (b) where the Service runs on Netsuite: having valid access to the NetSuite Service; (c) providing Company with all reasonable necessary assistance, including providing Company with access to all data, information and materials as reasonably requested by Company.; (d) where the Service runs on Netsuite: procuring, installing and maintaining all equipment, telephone lines, communication interfaces and other hardware and software necessary to access the NetSuite Cloud Service; (f) providing appropriate contact information for all Authorized Users ; (g) utilizing SuiteAnswers (where the Service runs on Netsuite) and Zone & Co Knowledge Base.

4.12   **Billable Incident Reports**. Support Case requests may lead to work not covered by the Agreement and/or these Support Terms. In such cases, any such shall be deemed billable. Company will provide to Customer and estimate the billable hours, upon which Customer must provide written authorization in advance of Company's commencement of billable work. In such cases in which a budget overrun may occur, Company will inform Customer in a timely manner.

5   UPTIME.

Company will use commercially reasonable efforts to make the Software and/or Services available with a Monthly Uptime Percentage of at least 99.7%, in each case during any calendar month. For the avoidance of doubt, Company's Uptime obligations shall not apply to Software and/or Services that are not hosted by Company (i.e., software and/or services that are hosted by Netsuite).

6   PRICING.

Support shall be charged as a percentage of base license fees with a minimum amount. All fees for Support shall be listed in the applicable quote or Order Form.

7   EXCLUSIONS FROM SUPPORT SERVICES.

Company shall not be required to correct any Support Case caused by (i) where the Service runs on Netsuite, integration of any third- party feature, program or device to NetSuite or any part thereof; (ii) any non-conformance caused by unauthorized misuse, alteration, modification or enhancement of the Service; or (iii) use of the Service that is not in compliance with the Agreement.

8   WARRANTY.

Company warrants only to Customer that Support Services will be performed in a professional manner. Other than is expressly stated herein, Support Services are provided 'as-is'. COMPANY MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9   FAIR USE POLICY.

Customer and its Authorized Users should make fair, appropriate and responsible use of the Support Services. If, in Company's sole reasonable discretion, Customer breaches this Section 8, Company reserves the right to suspend or terminate these Support Terms.

10   INCORPORATION BY REFERENCE.

These Support Terms are hereby incorporated by reference into the Agreement and the combination represents the complete agreement between Company and Customer regarding support terms and supersedes any prior or contemporaneous

agreements or communications or understandings, written or oral, relating to support services. Should there be any discrepancy between the documents that constitute the understanding between the Parties, the documents take precedence in the following order: i) the Order Form ii) the Agreement iii) these Support Terms; iv) the attachments to the Agreement (if any).

Data Processing Agreement

This data processing agreement ("Data Processing Agreement") is entered into by and between ZONE (hereafter: "ZONE") and Customer and applies to all Agreements under which ZONE processes personal data on behalf of Customer.

The Customer is deemed to be the controller within the meaning of article 4 (7) of the EU General Data Protection Regulation ("GDPR") and ZONE is deemed to be the processor within the meaning of article 4 (8) of the GDPR. Where, in this Data Processing Agreement, reference is made to terms that are defined in the GDPR, such as "controller", "processor" and "personal data", such terms will have the meanings given to them in the GDPR.

Article 1.   Processing objectives

1.1.   ZONE undertakes to process personal data on behalf of Customer in accordance with the conditions laid down in this Data Processing Agreement. The processing will be executed exclusively within the framework of the Agreement, in particular for the processing of Customer Data through the Services provided by ZONE, and for all such purposes as may be agreed to subsequently.

1.2.   The personal data (to be) processed by ZONE under this Data Processing Agreement include the following categories:

a.   Name and address

b.   Payment data such as bank account

c.   VAT Number

1.3.   The categories of data subjects to whom the personal data relates are as follows:

a.   Suppliers

b.   Customers

c.   Employees

1.4.   ZONE will refrain from making use of the personal data for any other purpose than as specified by Customer. Customer will inform ZONE of any processing purposes to the extent not already mentioned in this Data Processing Agreement. ZONE may use the personal data to improve the quality of their Services, for example by performing statistical research with regard to its Services, provided ZONE processes such data in anonymized or aggregated form.

1.5.   ZONE will not take any unilateral decisions about the processing of personal data for other purposes. The control over the personal data processed pursuant to this Data Processing Agreement and/or other agreements between the Parties rests with Customer.

1.6.   All personal data processed on behalf of Customer will remain the property of Customer and/or the relevant data subjects.

Article 2.   Processor's obligations

2.1.   ZONE will comply with the laws and regulations relating to the protection of personal data in connection with the processing of personal data by ZONE, such as the GDPR.

2.2.   At the request of Customer, ZONE will furnish Customer with details regarding the measures it has adopted to comply with its obligations under this Data Processing Agreement.

2.3.   ZONE's obligations arising under the terms of this Data Processing Agreement also apply to whomsoever processes personal data under ZONE's instructions.

2.4.   ZONE will provide any reasonably necessary assistance if a data protection impact assessment, or a prior consultation with a supervisory authority, is necessary with respect to the processing of personal data. ZONE is entitled to charge Customer any reasonable costs in connection herewith.

Article 3.   Transmission of personal data

3.1.   ZONE permission may process the personal data in countries within the European Economic Area ("EEA"). In addition, ZONE may transfer the personal data to a country outside the EEA provided that such country guarantees an adequate level of protection and all other obligations under this Data Processing Agreement and the GDPR are complied with.

3.2.   At the request of Customer, ZONE will inform Customer about the country or countries outside the EEA in which the personal data will be processed.

Article 4.   Allocation of responsibility

4.1.   The authorized processing will be carried out by ZONE within a (semi-) automated environment.

4.2.   ZONE will be responsible for the processing of personal data under this Data Processing Agreement, in accordance with the documented instructions of Customer and under the (ultimate) responsibility of Customer.

4.3.   ZONE is expressly not responsible for other processing of personal data, including but not limited to, the collection of personal data by Customer and processing for purposes that are not reported by Customer to ZONE.

4.4.   Customer represents and warrants that it has explicit consent and/or another legal basis to process the relevant personal data and that it has informed the data subjects of the processing of personal data under this Agreement, in line with its duty thereto under the GDPR. Furthermore, Customer represents and warrants that the content, the use and the instruction to process the personal data within the meaning of this Data Processing Agreement are not unlawful and do not infringe any rights of a third party. In this context, Customer indemnifies ZONE of all claims and actions of third parties related to the processing of personal data under this Data Processing Agreement.

Article 5.   Sub-processors

5.1.   ZONE may engage third parties (sub-processors) within the framework of the Agreement without prior permission from Customer. At the request of Customer, ZONE will inform Customer as soon as possible about the engaged sub-processors.

5.2.   ZONE will, in any event, ensure that such third parties will be obliged to agree in writing to the same duties as agreed by Customer and ZONE in this Data Processing Agreement.

Article 6.   Security

6.1.   ZONE and Customer will take adequate technical and organizational measures against loss or any form of unlawful processing (such as unauthorized disclosure, deterioration, alteration or disclosure of personal data) in connection with the performance of processing personal data under this Data Processing Agreement. To this end, ZONE has implemented the security measures described in its information security policy, which is available upon Customer's request and may be amended from time to time. These may be updated from time to time. The latest version will be made available to Customer upon request.

6.2.   ZONE does not warrant that the security measures are effective under all circumstances. ZONE will endeavor to ensure a level of security appropriate to the risk taking into account the state of the art, the costs of implementation and the nature, scope, context

and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons.

Article 7.   Personal data breaches

7.1.   In the event of a personal data breach, within the meaning of the GDPR, ZONE will notify Customer thereof without undue delay but at least within forty-eight (48) hours upon its discovery. Customer will use reasonable endeavors to ensure that the provided information is complete, correct and accurate. Customer will then decide whether or not to notify the data subjects and/or the relevant supervisory authorities.

7.2.   If required by applicable laws and/or regulations, ZONE will cooperate in notifying the relevant authorities and/or data subjects. Customer will determine whether or not to inform the relevant regulatory authorities and/or the data subjects. Customer remains the responsible party for any statutory notification obligations in respect thereof.

7.3.   The notification obligation includes in any event the duty to report the fact that a breach has occurred, including details regarding:

a.   the (suspected) cause of the breach;

b.   the contact point where more information can be obtained;

c.   the approximate number of data subjects and number of personal data records concerned;

d.   the (currently known and/or anticipated) consequences thereof;

e.   the (proposed) solution;

f.   the measures that have already been taken.

Article 8.   Handling requests from data subjects

8.1.   In the event that a data subject submits a request to ZONE to exercise his/her rights under applicable privacy laws and regulations, ZONE will notify Customer and Customer will be responsible for handling the request. ZONE may notify the data subjects of the fact that their requests have been forwarded and will be handled by Customer. Where necessary, ZONE will reasonably assist Customer in implementing appropriate technical and organizational measures. ZONE is entitled to charge Customer any reasonable costs in connection herewith.

Article 9.   Non-disclosure and confidentiality

9.1.   All personal data received by ZONE from Customer within the framework of this Data Processing Agreement is subject to a duty of confidentiality vis-à-vis third parties.

9.2.   This duty of confidentiality will not apply in the event that Customer (i) has expressly authorized the provision of such information to third parties, (ii) where the provision of the information to third parties is reasonably necessary taking into account the nature of the instructions and the implementation of this Data Processing Agreement, or (iii) if there is a statutory obligation to provide the information to a third party.

Article 10.   Audit

10.1.   In order to confirm compliance with all points in this Data Processing Agreement, Customer will be entitled to have audits carried out by an independent third party who is bound to confidentiality.

10.2.   The audit will only take place after Customer has requested and assessed similar audit reports made available by ZONE and provided reasonable arguments that justify an audit initiated by Customer. Such an audit is justified when the audit reports provided by ZONE give no or insufficient information regarding ZONE's compliance with this Data Processing Agreement. The audit initiated by Customer will take place no more than once a year and after Customer has provided two weeks prior notification.

10.3.   ZONE will cooperate in the audit and will make available any reasonably necessary information, including supporting information such as system logs and employees as timely as possible.

10.4.   The findings in respect of the performed audit will be discussed and evaluated by the Parties and, where applicable, implemented by one of the Parties or jointly by both Parties.

10.5.   The costs of the audit will be borne by Customer, it being understood that the costs for the engaged independent third party will always be borne by Customer.

Article 11.   Duration and termination

11.1.   This Data Processing Agreement is entered for the duration set out in the Agreement.

11.2.   This Data Processing Agreement may not be terminated for convenience.

11.3.   Upon termination of the Data Processing Agreement, ZONE will, at the request of Customer, return the personal data to Customer and/or will securely destroy such personal data, except to the extent the Data Processing Agreement, Agreement or applicable laws and regulations provide otherwise.

11.4. Amendments to this Data Processing Agreement may only be agreed by the Parties in writing.

11.5. Parties will provide their full cooperation in amending this Data Processing Agreement in the event of any amended privacy laws and regulations.

Article 12. Miscellaneous

12.1. This Data Processing Agreement forms an integral part of the Terms of Service. All rights and obligations under the Terms of Service, including the limitations on liability and applicable law, apply mutatis mutandis to this Data Processing Agreement.

Professional Services Addendum

This Professional Services Addendum (the "PSA") is part of and subject to the Master Subscription Agreement (the "Agreement") available at https://www.zoneandco.com/legal between You ("Customer") and Zone & Company Software Consulting, [LLC, EMEA, B.V., or APAC Pty Ltd.], as applicable ("Company"). Capitalized terms without definitions in this PSA have the meaning defined in the Agreement. Company may modify this PSA by posting a revised version at https://www.zoneandco.com/legal, or by providing notice using other reasonable means. If Customer does not agree to the revised version then, (a) the existing PSA will continue to apply to Professional Services that the Customer has purchased as of the date of the update for the remainder of the then-current Subscription Term; and (b) the revised version will apply to any new purchases of Professional Services made after the effective date of the revised version.

For and in consideration of the representations and promises of the parties set forth herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.   Scope of Services.

1.1.   Company will provide Customer with professional services as set forth in the applicable Quote (the "Professional Services"). From time to time, Customer may request additional professional services or changes to the Professional Services purchased, subject to approval in writing by Company. All other quotes and services provided by Company will be governed by this PSA as well.

1.2.   In addition to the Professional Services, Company may also provide Customer with access to its software created to enhance the functionality of the NetSuite service made available as a SaaS service ("the Service"). This Service is governed by the Terms of Service which can be found at http://www.zoneandco.com/legal.

1.3.   The Professional Services to be provided to Customer are described in a Statement of Work ("SOW") or listed on the Quote. Within 10 business days of Customers' written acceptance of a Quote, Company will assign a consultant to perform the services (the "Consultant"). The start or kick-off date will be determined mutually by the parties.

1.4.   For Professional Services with a predetermined price, such as Activation or Premium Implementation Packages, Customer may request a specification of the Professional Services purchased (the "Services Specification"). The Services Specification lists how many sessions or hours are included in the package, as well as other possible conditions and limitations. Any services requested by Customer that are outside the services listed in the Service Specifications, will be deemed out of scope and will be charged separately. Company may invoice such additional charges without prior Customer's additional consent, unless agreed otherwise in writing.

1.5.   All additional services, including but not limited to additional training, configuration or technical development related to the NetSuite Add-on, shall also be governed by this PSA.

2.   Compensation for the services

2.1.   Customer shall pay all service fees agreed upon and as set forth in the Quote. All prices and fees are exclusive of, and Customer shall pay, all taxes, duties, levies or fees,

or other similar charges imposed on by any taxing authority (other than taxes imposed on Company's income), related to the Professional Services and any other services provided by Company, unless Customer has provided Company with an appropriate resale or exemption certificate for the delivery location, which is the location where the Professional Services are used by Customer.

2.2. Customer agrees to pay, without the right to set-off any amount, all invoiced amounts within fourteen (14) days of the invoice date, unless stated otherwise in Quote or on Company's invoice. However, all amounts will be due immediately, in case Customer terminates or suspends all or a substantial portion of its business activities, becomes insolvent, admits its inability to pay its debts, or in case of the voluntary or involuntary filing of a petition for or adjudication of bankruptcy of Customer under any federal, state or municipal bankruptcy or insolvency act, the appointment of a receiver, trustee, custodian, or liquidator, or any act or action constituting a general assignment by Customer of its properties and/or interest for the benefit of creditors.

2.3. Where payment is not made within the terms set forth in this article, contractual interest shall be owed at a rate of 1.5% a month, or the highest rate allowed by law, if lower, with effect from the first day following expiration of the payment term referred to in this article; part of a month shall be considered a full month.

2.4. Company will invoice services that are charged on a predetermined fee upon execution of the Quote by Customer, prior to the services being provided, unless the Quote states otherwise. Company will invoice services that are charged by the hour periodically but not less than monthly, after the services have been provided, unless the Quote states otherwise. Time and materials not included in an invoice for the invoicing period, will be added to a subsequent invoice.

2.5. Configurations and prices of services are subject to change at any time upon ninety (90) days written notice. Customer agrees to any such changes of prices or configurations unless Customer terminates in writing the Quote and the PSA within thirty (30) days of Company's notice. Such termination will be effective the date on which the new prices and/or rates will take effect.

2.6. Billing Reports and Disputed charges. For invoices containing items based on usage or hours, Customer may request a detailed billing report, the format of which is at Company's sole discretion. If Customer disputes an invoice, Customer must notify Company in writing of such dispute and submit all information and documentation that Company may require to determine the accuracy of the invoice. Any invoice dispute notice must be received by Company no later than ten (10) days after the invoice date. If no written invoice dispute has been received by Company within this term, Customer will be deemed to have accepted the invoice irrevocably. Notwithstanding any invoice dispute, Customer shall pay the full amount of any undisputed part of an invoice pending the resolution of such dispute. Company will respond to Customers' written dispute within thirty (30) days of receipt of such dispute. Company and Customer shall use best efforts to resolve all disputes.

3. Professional Services Warranties

3.1. Company warrants that Professional Services will be provided in a professional manner consistent with industry standards. Customer must notify Company of any warranty deficiencies in writing within 60 days from the last day of performance of the alleged deficient Professional Services.

3.2. Company does not provide any warranty or guarantee on the results of the

Professional Services. Should the Professional Services include modification, configuration or customization of a product, such modification, configuration or customization is not guaranteed to be free of errors. Because every project and customer is different, Company does not warrant meeting deadlines or budget targets.

3.3. Company does not warrant that the Professional Services will be performed free of error or uninterrupted, that Company will be able to correct all Professional Services errors, or that the Professional Services will meet Customer's requirements or expectations. Company is not responsible for any issues related to the performance, operation or security of the Professional Services that arise from Customer data or third-party applications or professional services provided by third parties.

3.4. Customer's exclusive remedy for warranty claims and Company's entire liability shall be the correction of the deficient Professional Services, or, if Company cannot substantially correct the deficiency in a commercially viable manner, Customer may terminate the deficient Professional Services and Company will refund to the Customer the fees for the terminated Professional Services that Customer pre-paid to Company for the period following the effective date of termination.

3.5. To the extent not prohibited by law, this warranty is exclusive and there are no other express or implied warranties or conditions, including for software, hardware, systems, networks or environments or for merchantability, satisfactory quality and fitness for a particular purpose.

4. Duration of the PSA

4.1. Each SOW shall commence on the date it is signed by both parties, and shall expire upon completion of the project in the SOW, or as otherwise set forth in the applicable SOW. Once signed by both parties, an SOW and/or a Quote shall be noncancellable, except as otherwise explicitly stated in such SOW or Quote. This PSA will terminate automatically when all services on Quotes and SOWs referencing to this PSA are terminated or expired.

4.2. Notwithstanding the above, Company's obligation to provide Professional Services under a predetermined fee arrangement (such as activation or premium implementation projects) expires the earlier of:

a. The agreement between Customer and Company is expired or terminated

b. Four weeks after the applicable product(s) for the services in scope have been moved to production, at COMPANY's discretion. In a project with multiple phases, the four weeks start when the first part of the product is moved in Production.

c. Twelve months from the date an SOW has been signed

4.3. All obligations of the parties that accrued prior to termination of this PSA shall survive termination of this PSA. In particular, the following provisions shall survive termination or expiration of this PSA: articles 5, 6 and 7.

5. Confidentiality

5.1. Confidential Information. Each party (as the "Disclosing Party") may disclose or make available Confidential Information to the other party (as the "Receiving Party"). "Confidential Information" means information in any form or medium (whether oral, written, electronic, or other) consisting of or relating to its technology, trade secrets,

know-how, business operations, plans, strategies, customers, and pricing, including any written or oral information disclosed by the Disclosing Party in relation to the add-on, marked, designated, or otherwise identified as "confidential", or the confidential nature of which is known or can reasonably be deemed to be known by the other party. Notwithstanding the above, Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this PSA, SOW, or Quote; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this PSA, SOW, or Quote; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that, to the Receiving Party's knowledge, was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) was or is independently developed by the Receiving Party without reference to or use of any of the Disclosing Party's Confidential Information.

5.2. Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

a. not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this PSA, SOW, or Quote;

b. except as may be permitted by and subject to its compliance with this PSA, SOW, or Quote, not disclose or permit access to Confidential Information other than to its representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this PSA, SOW, or Quote; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this PSA, SOW, or Quote; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth herein;

c. safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care;

d. promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and take all reasonable steps with Disclosing Party to prevent further unauthorized use or disclosure; and

e. ensure its representatives' compliance with and be responsible and liable for any of its Representatives' non-compliance with the terms set forth herein.

5.3. Trade Secrets. Notwithstanding any other provisions of this PSA, SOW, or Quote, the Receiving Party's obligations hereunder with respect to any Confidential Information that constitutes a trade secret under any applicable law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under such applicable law other than as a result of any act or omission of the Receiving Party or any of its representatives.

5.4. Compelled Disclosures. If the Receiving Party or any of its representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by applicable law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that

the Disclosing Party can seek a protective order or other remedy; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this article, the Receiving Party remains required by applicable law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose and, on the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

5.5 Residual Information. It is important for Company to be able to use its skills, experience, expertise, concepts, ideas, and know-how learned or acquired while providing the Professional Services for Customer, itself or any of its customers in the ordinary course of its business. Therefore, Customer agrees that Company is entitled to retain and use without restriction any of the generalized knowledge, techniques, methodologies, practices, processes, skills, experience, expertise, concepts, ideas, and know-how learned or acquired by Company's personnel in the course of providing the Professional Services for Customer hereunder solely to the extent that they are retained in intangible form in the unaided memory of the personnel of Customer without intentionally memorizing such information or using any Customer's Confidential Information to refresh its recollection ("Residual Information"). Nothing in this PSA, SOW, or Quote is to be construed as to prevent Company from being able to do so, and further, such retention and use of Residual Information shall not be construed as a breach of this PSA, SOW, or Quote.

6. Liability

6.1. Except in case of gross negligence, willful misconduct or fraud by Company, the aggregate liability of Company arising out of this PSA, the SOW, or a Quote, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, is limited to the amounts actually paid by Customer in the twelve (12) calendar months prior to the day the damages first occurred.

6.2. Company will not be liable or responsible to Customer, nor be deemed to have defaulted under or breached this PSA, an SOW, or Quote, for any failure or delay in fulfilling or performing any term of this PSA, an SOW, or Quote, when and to the extent such failure or delay is caused by or results from the following force majeure events ("Force Majeure Event(s)"): (a) acts of God;(b) failures or outages of the Internet or the telecommunication infrastructure, unavailability or malfunctioning of the NetSuite platform, (c) a (D)DOS or comparable attack, power failures, strikes, lockouts, business interruptions, and stagnation in deliveries, (d) flood, fire, earthquake, pandemics, including Covid19, or explosion; (e) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (f) government order, law, or action; and (g) embargoes or blockades in effect on or after the date of this PSA, an SOW, or Quote. Company shall give notice within five (5) days of the Force Majeure Event to Customer, stating the period of time the occurrence is expected to continue. Company shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that Company's failure or delay remains uncured for a period of sixty (60) days following written notice given by it under this article 6.3, Customer may thereafter terminate this PSA, an SOW, or Quote, upon five (5) days' written notice, without any liability for Company.

6.3. Any cause of action against Company, regardless of whether in contract, tort, or

otherwise, must commence within six (6) months after the cause of action first arose or the alleged damages first became known to Customer, whichever comes first, after which such cause of action is permanently barred.

6.4.   Subject to the other sections of this article 6, Company shall indemnify Customer from and against damages, suffered or incurred as a result of a third-party claim regarding alleged intellectual property infringement caused by the unaltered services provided to Customer by Company. The indemnification obligations hereunder only apply if Customer provides Company immediately with detailed written notice of any claim and Customer grants full control of the defense of such claims to Company. In the event of a claim under this section, at Company's option, Customer may terminate this PSA, the SOW, or Quote, or defer acceptance of services until the claim is resolved. If any portion of the Professional Services is, or in Company's opinion is likely to become, the subject of an intellectual property rights infringement claim, then Company, at its sole option and expense, will either: (A) obtain for Customer the right to continue to use such portion under these ; (B) replace the portion of the Professional Services with services that are substantially equivalent in function, or modify the Professional Services so that it becomes non-infringing and substantially equivalent in function; or (C) refund Customer the portion of the Professional Services paid to COMPANY for the portion of the Professional Services that Customer may not use because of the infringement. The foregoing sets forth Company's exclusive and sole obligations and liability for (alleged) infringement of intellectual property rights.

6.5.   In no event will either party or its affiliates be liable for any indirect, consequential, incidental, special, punitive, or exemplary damages, or any loss of revenue, profits (excluding fees under this PSA, SOW, or Quote), sales, data, data use, goodwill, or reputation, regardless of whether the damages were foreseeable, and whether or not a party was advised of the possibility of the damages, and regardless of the legal or equitable theory (contract, tort, or otherwise) on which the claim is based.

6.6.   All warranties will become null and void, and Company will not be liable for any consequences if Customer modifies, removes or changes any (part of the) Professional Services.

7.   Intellectual Property

7.1.   All intellectual property rights, e.g., patents, copyrights, trademarks, designs, models, know-how and all proprietary and/or commercial rights and trade secret rights, tools, documentations, etc., in relation to the Professional Services, including modifications thereto, delivered and/or used by Company, are owned by Company or its licensor(s). No transfer or other grant of rights is given to Customer, unless explicitly stated in writing. This applies even if products, software and/or services have been specifically designed, developed, or complied for Customer.

7.2.   Unless otherwise agreed in writing, Customer may not make repairs, fixes, modifications to the Professional Services, nor allow or enable any third parties to do so. Customer may not, nor may enable and/or allow third parties to copy, translate, or reverse engineer any part of the Professional Services.

7.3.   Company, in its sole discretion, may implement technical measures aimed at protecting the Professional Services, and Customer is prohibited from attempting to remove or circumvent such protections.

7.4.   Customer is granted a limited non-exclusive license to use the Professional Services for the term set forth in the SOW or Quote. The license is non-transferable and non-

sublicensable.

8. Miscellaneous

8.1. For Customers entering into this PSA with: (a) Zone & Company Software Consulting, LLC, this PSA shall be governed by and construed in accordance with the substantive laws of the State of Delaware, without regard to its conflicts of law principles, and shall be subject to the exclusive jurisdiction of the courts of Delaware; (b) Zone & Company Software Consulting EMEA B.V., this PSA shall be governed by Dutch law, excluding any conflict of law provisions contained in Dutch law, and to the extent not otherwise provided for in mandatory law, all disputes related to the Service or this PSA will be submitted to the competent Dutch court in the jurisdiction where Company has its registered office; (c) Zone & Company Software Consulting APAC Pty Ltd., this PSA shall be governed by Queensland law, and to the extent not otherwise provided for in mandatory law, all disputes related to the Service or this PSA will be submitted to the competent court in Queensland. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply in any respect to this PSA or the parties.

8.2. Customer acknowledges that Company shall suffer irreparable injury in case of breach of the obligations under articles 5 and 7. Accordingly, in the event of such breach, Customer acknowledges that Company will be entitled to injunctive relief in any court of competent jurisdiction. Customer further submits to the personal jurisdiction of such courts for the purposes of any such action.

8.3. If a provision in the PSA, SOW, or Quote prescribes that a notification must be performed 'in writing', this requirement will also be satisfied if the notification is made by e-mail.

8.4. If any provision of this PSA, SOW, or Quote will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this PSA, SOW, or Quote is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

8.5. Company has the right to transfer its rights and obligations under the PSA, SOW, or Quote to an affiliated party or to a third-party-purchaser of the relevant business activity of COMPANY. Company will give Customer at least thirty (30) days' notice of any transfer hereunder.

8.6. Company's relationship with Customer pursuant to this PSA will be that of an independent contractor. This PSA does not create any joint venture, partnership, agency, or employment relationship between the parties.

8.7. Each party is solely responsible for all of its employees and agents and its labor cost and expenses and for any and all claims, liabilities or damages or debts of any type whatsoever that may arise on account of each party's activities or those of its employees or agents in the performance of this PSA. Company reserves the right to use third parties (who are under a covenant of confidentiality with Company), including, but not limited to, offshore subcontractors to assist with the Professional Services, including, without limitation, any data migration, configuration, implementation and custom code development processes.

8.8. Should there be any discrepancy between the documents that constitute the full agreement between the parties, the documents take precedence in the following descending order:

a. The SOW

b. The Quote or Quotes

c. The PSA

d. Attachments (if any)