MASTER SUBSCRIPTION AGREEMENT

Last Updated: 1 February 2026

This Master Subscription Agreement ("Agreement") is entered into on the earlier of: (1) the date of last signature on the Order Form (as defined) that incorporates by reference the Agreement; or (2) the date of last signature below (the "Agreement Effective Date"). The Agreement shall be between the Zone & Company contracting entity found on the Order Form ("Company"), and [Customer's legal entity name] ("Customer"), a [legal entity type] with its principal place of business at [address](with Company and Customer each, respectively, a "Party" to the Agreement, and, when referenced collectively, the "Parties" to the Agreement). 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.

"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 and any and all Applicable Laws relating to data privacy and/or data protection of: (a) the United States (including the California Consumer Privacy Act (the "CCPA"); and (b); the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom. It shall include the EU General Data Protection Regulation, UK General Data Protection Regulation, the UK Data Protection Act 2018, and the EU Data Act.

"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 Entities" (each, a "**Company Entity**") means Company and any of its Affiliates. For the avoidance of doubt, the Company is the sole contracting entity to the Agreement; however, Company reserves the right, in its sole discretion, to utilize Company Affiliates to help provide the Service(s) and Software.

"Company Personnel" means the Company Entities' 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, Customer Personnel, 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**" mean Customer's officers, directors, employees, Affiliates, Contractors, agents, service providers, suppliers, licensors, Users, and permitted assigns.

"**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.

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

"**Force Majeure Event**" means any circumstances beyond a Party'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.

"**Material Breach**" means any breach by a Party that has the effect of depriving the other Party of all or a substantial part of the benefit that it would reasonably expect to receive from the proper performance of this Agreement

."**NetSuite Platform**" means the software and services platform provided by Oracle Netsuite that is used by Customer to manage Customer's business operations and customer relations. For the avoidance of doubt, the Company and Company Entities are not responsible for NetSuite Platform performance outside of the applicable Service(s) and Software.

"**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: 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, Solution 7, 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 anonymized, de-identified or aggregated information collected or generated by or on behalf of Company or Company Entities which Company may use pursuant to Section 3.3.

"**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 Personnel with the terms and conditions of 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 Customer Personnel.** Company may, at its sole discretion and in writing, extend Customer's rights, benefits and protections provided herein to Customer Personnel, provided that the Customer remains responsible for their compliance hereunder.

2.3   **Modifications.** Company Entities 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 Entities may modify the features and functionality of the applicable Service(s) during the Subscription Term. While modifications by Company Entities are designed to enhance or improve the Service(s), 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 creates material adverse impact on Customer's ability to use the applicable Service(s) in the manner contemplated by this Agreement (e.g., removal of a core feature Customer is actively using or a significant degradation of performance of such core feature), Customer may terminate the Agreement upon written notice to Company and Company shall then 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 shall not enable any third party (including through the use of any machine learning or artificial intelligence (AI), 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.** Each Party is responsible for its compliance with the provisions of this Agreement and with all Applicable Laws, including in the case of Customer 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 during nighttime and weekends in the Customer's time zone. 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**"), 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.

2.10.   **AI Features**. As part of the Services, Company may provide access to certain tools and functionalities that utilize artificial intelligence, machine learning, or comparable technologies ("**AI Features**").

(a) **Inputs and Outputs.** Customer, Customer Personnel, and their End-Users may interact with the AI Features by submitting queries, instructions, or prompts ("**Inputs**"), which may generate text, visualizations, summaries, or other forms of content in response ("**Outputs**"). Customer is solely responsible for the accuracy, legality, and appropriateness of all data input into the AI Features. Outputs generated by the AI Features are provided "as is" and may be based on probabilistic models; Customer must not rely on such Outputs without independent verification. Company disclaims all warranties regarding the accuracy or reliability of AI-generated Outputs.

(b) **Rights and Ownership.** Between Customer and Company, Customer retains any rights Customer holds in the Inputs Company, Company Personnel, and their respective End-Users provide and the Outputs they generate. Company or Company's AI Partners (defined below) retain all intellectual property and proprietary rights in the AI Features themselves, including all related models, systems, and improvements derived from aggregated usage patterns.

(c) **AI Partners and Customer Data.** To deliver the AI Features, Company and Company Entities rely on third-party technology providers ("**AI Partners**"). AI Partners process Customer's Inputs as necessary to operate the AI Features, subject to strict contractual and security obligations. By using the AI Features, Customer, Customer Personnel, and, as applicable, Customers' End-Users agree, acknowledge, and accept any and all risks should they input Personal Data or similar sensitive information as Inputs. Generally speaking, the AI Features are designed for non-personal, analytical interactions and are not intended for processing personal or regulated data entered via Inputs.

(d) **AI Use and Compliance with Applicable Laws**. Customer and Customer Personnel shall comply with all applicable laws and regulations in connection with its use of AI Features.

3.   **DATA AND SECURITY SAFEGUARDS.**

3.1   **Customer Data**. Customer represents and warrants that Customer owns or has all

necessary rights, title and permissions for Customer and Company Entities 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, shall apply and be incorporated by reference as part of this Agreement (the "**DPA**").

3.3   **Usage Data.** Notwithstanding anything herein to the contrary, Customer acknowledges and agrees that the Company and Company Entities may collect and use the Usage Data to (a) provide, analyze, support and improve Company or Company Entities' products and services; (b) enforce the rights and obligations in this Agreement; (c) create and distribute reports and materials about Company and Company Entities' products and services; (d) to develop industry standard benchmarks; (e) improve the quality of its analytics, including in conjunction with the AI Features and/or other artificial intelligence algorithms and machine learning models associated with the Services; or (f) for any other legitimate business purpose in accordance with Applicable Laws during and after the Term. For the avoidance of doubt, rights to Usage Data are subject to Customer's statutory rights to access and share non-personal data generated by their Use of the Service, as set forth in Applicable Data Protection Laws, and at all times such Usage Data will remain aggregated, anonymous, and non-identifiable to Customer or Customer Personnel as the underlying source of any information for any report or material described in this Section.

3.4   Security Safeguards. In operating the Services, the 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 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. For the avoidance of doubt, for certain Enfusion Services, including those hosted on the NetSuite Platform, an entity other than Company (e.g., Oracle) would be responsible for the Customer Data hosted on such platform.

3.5   Responsibility for Transmitted Data. Customer Data will be subject to transmission over the Internet and over various networks. Company and Company Entities will not be held responsible for such transmissions or any Customer Data which is lost, altered, or intercepted during the transmission of any data across networks not owned and/or operated by Company and Company Entities.

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 Entity and belong exclusively to such Company Entity. No transfer or other grant of rights is given to Customer unless explicitly granted in writing by Company or the applicable Company Entity even if certain Services features have been specifically designed, developed, or compiled for the benefit of Customer.

5.2   Customer hereby grants to Company and Company Entities 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 and Company Entities receive from Customer, Users, End-Users, or other third parties acting on Customer's behalf (collectively, "**Feedback**"). Company and Company Entities also reserve 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 except as otherwise provided for herein.

(a) **Payment Terms**. 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). Customer may, in good faith, dispute the Fees on any invoice within thirty (30) days of the invoice date. If no notice of dispute of Fees is received by Company within thirty (30) days of the invoice date, the Fees shall be deemed to have been accepted by Customer

(b) **Late Payment Remedies.** If Customer fails to timely pay or dispute Customer's Fees or other charges indicated on any Order Form, or if Customer does not update payment information upon Company's reasonable request, in addition to Company's other remedies, Company may suspend or terminate access to the applicable Service(s).

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 terminated earlier in accordance with this Agreement, this Agreement is effective as of the Agreement Effective Date and continues until terminated as mutually agreed in writing between the Parties and/or 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 by providing the other Party with written notice at least thirty (30) days prior the conclusion of the then-current Subscription Term (the "**Non-Renewal Notice**"). Otherwise, Customer's subscription to the Services will automatically renew for a Subscription Term equivalent (unless expressly stated otherwise by Company) in length to the then-expiring Subscription Term (the "**Renewal Term**"). Company may, in its reasonable discretion, determine that material product or feature enhancements to the Services require a Fee increase as part of the pending Renewal Term. In such a case, Company will notify Customer in writing at least forty-five (45) days prior to the conclusion of the then-current Subscription Term (the "**Renewal Fee Increase Notice**").

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 and Transition Period. In addition to any other rights or remedies in this Agreement, either Party may terminate this Agreement (including any related Order Form): (i) effective immediately if compelled to terminate the Agreement under Applicable Laws; (ii) save for Prohibited Activities under Section 2.5 where immediate suspension of the Services and termination of the Agreement by Company is deemed necessary by Company to prevent manifest, material harm by Customer, 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 (iii) 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 (iv) 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. For the avoidance of doubt, if required under Applicable Data Protection Law(s) such as the EU Data Act, and except in cases where immediate termination is required by Company to prevent material harm to the Services, Company, Company Entities, Company Personnel, or Company's other customers, Company will work in good faith with Customer to provide the Services for a mutually agreed upon transition period (and corresponding Fees) before Customer officially terminates the Services (the "**Transition Period**"). For any such Transition Period, termination of the Agreement shall be effective at the conclusion of the final day of the mutually agreed upon Transition Period.

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 (Company Indemnification) or (b) an uncured

material breach by Company in accordance with Section 7.4(ii) (Termination).

7.6   **Transfer and Export of Customer Data.** Company's Services are primarily NetSuite-native or otherwise integrated with NetSuite. Therefore, Customer's dedicated NetSuite instance will be the primary source for Customer Data download/export and portability in line with Applicable Data Protection Laws. For non-NetSuite-native Company Services, Company shall work with Customer in good faith to enable, as needed, export or download of Customer Data in line with Applicable Data Protection Laws (e.g., 30-day retrieval period post-termination). For more information, please go to: https://help.zoneandco.com/hc/en-us/articles/26302640972955-Zone-Third-Party-Sub-processors.

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 (including, and as stated at Section 6.1(b), Customer's failure to timely pay Fees owed to Company); 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. Except in cases where immediate suspension is required to prevent material harm to the Services, Company, Company Entities, Company Personnel, or Company's other customers, and 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.

8.1   **Third-Party Services.** 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 engage third-party subprocessors and the Customer hereby grants ZONE general authorization to do so. A current list of Company's subprocessors

can be found at: https://help.zoneandco.com/hc/en-us/articles/26302640972955-Zone-Third-Party-Sub-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 raising valid and reasonable objections 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 11.3). Provided that Customer notifies Company in writing of the breach within thirty (30) days following performance of the defective Service(s)(or such other period as specifically set forth in an applicable Appendix item), 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 **Exclusion of Damages.** EXCEPT FOR EXCLUDED CLAIMS OR SPECIAL CLAIMS (AS DEFINED BELOW), 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 **Total Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, AND EXCEPT FOR EXCLUDED CLAIMS (FOR WHICH THERE SHALL BE NO CAP ON LIABILITY) OR SPECIAL CLAIMS (WHICH ARE SUBJECT TO THE ENHANCED LIABILITY CAP SET FORTH AT SECTION 10.4, 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 IMMEDIATELY PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY (the "**General Liability Cap**"). 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. COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH TRIAL SERVICES SHALL NOT EXCEED $100 USD.

10.3 **Excluded Claims**. "Excluded Claims" means: (i) any gross negligence, willful misconduct, or fraud by either Party; (ii) any amounts payable to third parties pursuant to Company's Infringement Claim indemnification obligations at Section 11.2; (iii) any amounts payable to third parties pursuant to Customer's indemnification obligations at Section 11.1; (or iv) a Party's infringement, violation, or misappropriation of the other Party's Intellectual Property Rights (including the licenses and rights granted herein); (v) Customer's express payment obligations.

10.4 **Special Claims.** "Special Claims" means: a Party's breach of the confidentiality

obligations set forth in Section 4 (Confidentiality) that result in the unauthorized disclosure and misuse of the other Party's Confidential Information (including, in the case of Customer, Customer Data). For any and all Special Claims, a Party's aggregate liability shall be subject to an enhanced liability cap not to exceed **TWO TIMES (2X)** THE AMOUNT PAID BY CUSTOMER TO COMPANY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO LIABILITY (the "**Enhanced Liability Cap**").

10.5   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.** Subject to the remainder of this Section 11, Customer will defend and hold harmless the Company and Company Entities (including Company Personnel) from and against any claim brought by a third-party related to: (a) an allegation that Company or Company Entities' use, processing, or access to Customer Data infringes or misappropriates any third-party's Intellectual Property Rights therein; or (b) Customer and Customer Personnel's use of the AI Features, including but not limited to any misuse of AI-generated outputs or violation of applicable laws. Customer will indemnify and hold Company and Company Entities (including Company Personnel) harmless from and against any resulting liabilities, losses, damages, fines, penalties, judgments, settlement amounts, costs and expenses incurred by Company and Company Entities in connection with such claim(s).

11.2   **Company Indemnification.** Subject to the remainder of this Section 11, Company will defend and hold harmless the Customer and Customer Affiliates (including Customer Personnel) from and against any claim to the extent that such claim(s) are related to an allegation that the Services infringe or misappropriate a third-party's Intellectual Property Rights (but only to the extent that such misappropriation is not a result of Customer or Customer Personnel's actions)(an "Infringement Claim"). Company will indemnify and hold Customer and Customer Personnel harmless from and against any resulting liabilities, losses, damages, fines, penalties, judgments, settlement amounts, costs and expenses incurred by Customer and Customer Personnel in connection with such claim(s).

11.3   **Exclusions.** Notwithstanding the foregoing, Company and Company Entities will have no obligation under this Section 11 or otherwise with respect to any claim(s) which would not have arisen but for: (i) use of the Services in violation of this Agreement, Order Form(s), or the applicable Company Documentation; (ii) any modification to the Services made by Company pursuant to Customer or Customer Personnel's unique specifications; (iii) use of the Services with non-approved or non-conforming products or services outside of Company's control; or (iv) trade secret misappropriation that is the result of Customer or Customer Personnel's actions. Additionally, Company will have no obligations or liability toward Customer whatsoever for any use of the Services: (A) after Customer or Customer Personnel's access rights to the Services have been effectively terminated; or (B) 30 days after a new version of the Services has been made available to Customer and certain Customer Personnel have been notified of a need to upgrade due to a potential legal issue with an older version of the Services.

11.4   **Remedies for Impacted Services**. Should the Services become, or in Company's opinion be likely to become, the subject of an Infringement Claim, Company will, at Company's option and expense either: (i) procure the rights necessary for Customer to make continued use of the affected Services in accordance with this Agreement; (ii) replace or modify the affected Services to make it non-infringing; or (iii) terminate access to the affected Services,

and refund any pre-paid fees attributable to such Services. THIS SECTION 11 STATES COMPANY'S PRIMARY REMEDY AND COMPANY'S LIABILITY FOR ANY THIRD-PARTY INFRINGEMENT CLAIMS OR ACTIONS.

11.5   **Indemnification Procedures.** The indemnifying Party hereunder will provide the aforementioned obligations in Sections 11.1 or 11.2 provided that the indemnified Party: (i) promptly provides the indemnifying Party with notice of such claim provided that the indemnifying Party's indemnity obligations will be waived only if and to the extent that its ability to conduct the defense are materially prejudiced by a failure to give such notice; (ii) allows the indemnifying Party sole control over the defense thereof and related settlement negotiations; and (iii) reasonably cooperates in response to the indemnifying Party's requests for assistance. Neither Party may settle or compromise an indemnifiable claim without the indemnified Party's prior written consent, not to unreasonably be withheld.

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, including all Order Forms, any Statements of Work (SOWs), the Data Processing Addendum (DPA), and, as applicable: (a) the EU Digital Operational Resilience Addenda (DORA); (b) the Support Terms of Service; (c) the Professional Services Addendum; and (d) the Solution 7 Limited Agreement (collectively, (a)-(d) referred to as the "Other Appendix Items") constitute the entire agreement and supersedes all prior agreements between Customer and Company. Should there be any discrepancy between the documents that constitute the understanding between the Parties, the documents shall take precedence in the following descending order (as applicable):

> (i) the Order Form;
>
> (ii) this Agreement (i.e., the Master Subscription Agreement);
>
> (iii) any SOWs;
>
> (iv) the DPA; and
>
> (v) the Other Appendix Items.

Notwithstanding the foregoing, the "Core Legal Terms" of this Agreement—specifically Section 7 (Term and Termination), Section 10 (Limitation of Liability), Section 11 (Indemnification), and Section 12 (General), including Section 12.5 (Governing Law)—shall strictly prevail over any conflicting terms in the Other Appendix Items unless the Other Appendix Items explicitly and respectively state it is overriding a specific Agreement section and such override is countersigned by authorized representatives of both Parties. Any conflict between the terms of the Other Appendix Items and the Agreement regarding technical specifications, service levels (SLAs), or commercial pricing unique to a specific Appendix shall be governed by such applicable Appendix.

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.** Customer agrees that 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. **Furthermore, Customer agrees to reasonably cooperate with Company in the development of a case study and a joint press release. Such cooperation will be scheduled at a mutually agreed-upon time and will include reasonable efforts by Customer to provide content, quotes, and participation in the review and approval processes. For the avoidance of doubt, no case study or joint press release will be issued by Company without Customer's prior-written approval.**

12.5   **Governing Law.** For Customers entering into this Agreement, and for any dispute or claim (including non-contractual disputes and claims) arising out of or in connection with it or its subject matter or formation with: (a) Zone & Company Software Consulting, LLC, this Agreement shall be governed by and construed in accordance with the substantive law 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. and Solution 7 Limited, this Agreement shall be governed by and construed in accordance with the substantive law of England and Wales, excluding any conflict of law provisions contained in such law, and to the extent not otherwise provided for in mandatory law, each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.; (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   **Anti-Corruption Laws.** Customer and Customer Personnel will not engage in any deceptive or unethical trade practices or any act which might harm Company and Company Entities' reputation. Customer will comply with all applicable anti-corruption laws and regulations ("**Anti-Corruption Laws**") including but not limited to the United States Foreign Corrupt Practices Act and the UK Bribery Act, irrespective of whether Customer or Customer Personnel are legally subject to it. Customer and Customer Personnel will not cause Company and Company Entities to violate any Anti-Corruption Laws in connection with any activities related to this Agreement (collectively, the "**Activities**"). Customer or Customer Personnel will not, in connection with the Activities, pay, offer, promise, or authorize the payment or transfer of anything of value, directly or indirectly, to any other person or entity for the purpose of improperly obtaining or retaining business, for any other advantage for Company or Company Entities, or for any other purpose prohibited by any Anti-Corruption Laws.

12.7   **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.

12.8   **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.

12.9   **Survival.** Provisions herein which by their context and content are intended to survive termination or expiration hereof shall so survive, including, but not limited to, Sections 1 (Definitions), 2.5 (Prohibited Activities), 2.7 (Compliance), 2.10 (AI Features), 3.1 (Customer Data), 3.3 (Usage 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 (General). 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.

12.10   **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:

(a) **Notice by Customer to Company.** Customer must give notice to Company in writing by Courier or ordinary or U.S. mail to the applicable mailing address below (with a copy to the following email - legal@zoneandco.com).

Company Contracting Entity	Region	Notice Address
Zone & Company Software Consulting LLC	Americas	6 Liberty Square PMB 6040 Boston, MA 02109
Zone & Company Software Consulting EMEA B.V.	EMEA	Evert van de Beekstraat 1, (1118 CL) Schiphol, the Netherlands
Zone & Company Software Consulting APAC PTY Ltd.	APAC	Brisbane City QLD 4000, ACN: 655 741 272
Solution 7 Limited	Global	Magdalen Centre, Oxford Science Park, Oxford OX4 4GA, England Registration Number:

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.

(b) **Consent to Electronic Communication**. Customer and Customer Personnel will receive electronic communications and notifications from Company in connection with the Services to be provided hereunder and the Agreement generally. Customer agrees that any such communication will satisfy any applicable legal communication requirements, including that such communications be in writing. Company may provide Customer and Customer Personnel with notices by email to the email address that Customer registered with (and/or other alternate email address associated with Customer's account if provided), or as otherwise indicated above. Customer will be deemed to have received any email sent to the email address then associated with Customer's account when Company sends the email. All notices and requests in connection with this Agreement required to be given by Customer to Company will be sent via email to legal@zoneandco.com.

12.11 **Force Majeure.** Except for the obligation to make payments, performance under this Agreement will be postponed automatically to the extent that either Party is prevented from meeting its obligations by causes beyond its reasonable control, including but not limited to acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, public health emergencies (including pandemics and epidemics), acts or orders of government, acts of terrorism, or war.

12.12 **Injunctive Relief and IP Claims.** Any breach of the confidentiality provisions herein or one Party's breach of the other Party's intellectual property rights will result in harm and economic loss to the other Party not compensable by monetary damages. Either party will be entitled to seek an injunction against such breach or threatened breach from a court of law, in addition to other legal or equitable remedies, and without the need to post a bond or other financial security for such injunctive relief or the necessity of proving that other available remedies may be inadequate. Notwithstanding anything to the contrary in Section 12.5, either Party may bring a lawsuit in a court of law for claims of intellectual property rights infringement.

12.13 **Controlling Language.** This Agreement has been prepared and executed in the English language only, which language will be controlling in all respects. Any translations of the provisions of this Agreement into any other language are for reference only and will have no legal or other effect. Any notice that is required or permitted to be given by one party to the other under this Agreement must be in the English language and in writing. All proceedings related to this Agreement will be conducted in the English language. Les parties aux présentes ont formellement demandé à ce que la présente convention et tous les documents auxquels celui-ci réfère soient rédigés et signés en langue anglaise.

12.14 **Changes to this Agreement.** Company reserves the right to revise this Agreement from time to time. Company will date and post the most current version of this Agreement on the Company's "Legal Terms" landing, available at https://www.zoneandco.com/legal. Any changes will be effective upon posting the revised version of this Agreement (or such later effective date as may be indicated at the top of the revised Agreement). If, in Company's sole discretion, Company deems a revision to this Agreement to be material, Company may notify Customer via the Services or via the notice provisions outlined at Section 12.8. Notice of other changes may be provided via the Legal terms website listed above. Customer or Customer

Personnel's continued access or use of any portion of the Services constitutes acceptance of such changes. If Customer or Customer Personnel do not agree to any of the changes, Company is not obligated to continue providing the Services, and Customer and Customer Personnel must stop using the Services. Except as otherwise set forth in this Agreement, no modification, amendment, or waiver of any provision of this Agreement will be effective unless it specifically references this Agreement, explicitly expresses a desire to amend this Agreement, is set forth in writing and is signed by the Parties.

12.15   **Third Party Disputes.** If Customer obtains access to the Services through a Company authorized partner ("Zone Partner") as part of such Zone Partner's product or service or otherwise through such Zone Partner, Company and Company Entities will not be responsible for the Zone Partner dealings. In the event that Customer has a dispute with a Zone Partner (except in the case where a dispute arises as a result of Company's willful misconduct or gross negligence) Customer releases Company and Company Personnel from claims, demands and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. Customer will not be deemed a third-party beneficiary to any agreement or dealings between Company and any Zone Partner. For the avoidance of doubt, this Agreement will directly supersede anything to the contrary set forth in the Uniform Commercial Code which would otherwise enable Customer and Customer Personnel to seek direct recourse from Company or Company Entities for such disputes.

12.16   **Insurance.** The Parties shall have and maintain insurance provided by a reputable insurer, in a form and of an amount that is reasonable and prudent in relation to its business appropriate under Applicable Laws. The Parties shall ensure that its acts or omissions shall not vitiate the insurance required by this clause.

12.17   **No Advice and Treatment of Law.** Company and Company Personnel do not provide legal, tax, or accounting advice, and make no such representation. Customer must therefore rely on its own legal, tax, or accounting experts and fiduciaries to ensure its use of the Services complies with Applicable Laws. As applicable, and as it pertains to the Services, the law and the accounting treatment of any particular transaction is not certain in any particular circumstance and different people may have different interpretations of the law or accounting treatment of particular transactions. Furthermore, the legal, tax, or accounting treatment may change, or even be changed retrospectively, and Company cannot be responsible for ensuring that the Services comply with the law or any specific accounting treatment of any transaction.

12.18   **Miscellaneous.** 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. By law, a Party may have certain rights that cannot be limited by a contract like this Agreement. This Agreement is in no way intended to restrict those rights.

IN WITNESS WHEREOF, Customer and Company have caused this Agreement to be executed by their duly authorized representatives as of the date last set forth below (the Agreement Effective Date).

For Customer:	AUTHORIZED SIGNATURE:
NAME:	
Email:	DATE:
For Company:	**AUTHORIZED SIGNATURE:**
NAME:	
TITLE:	DATE:

Company Contracting Entity	Region	Notice Address
Zone & Company Software Consulting LLC	Americas	6 Liberty Square PMB 6040 Boston, MA 02109
Zone & Company Software Consulting EMEA B.V.	EMEA	Evert van de Beekstraat 1, (1118 CL) Schiphol, the Netherlands
Zone & Company Software Consulting APAC PTY Ltd.	APAC	Brisbane City QLD 4000, ACN: 655 741 272
Solution 7 Limited	Global	Magdalen Centre, Oxford Science Park, Oxford OX4 4GA, England Registration Number: 3415375