

ZoneLiquidity Terms and Conditions

1. INTRODUCTION AND DEFINITIONS

Service: "ZoneLiquidity" refers to Zone's AI-driven financial suite integrated with ZoneReconcile, designed to provide short-term (90-day horizon) cash flow forecasting, payment initiation suggestions, liquidity risk assessments, and related decision-support functionality.

Your Access: Your access to ZoneLiquidity is granted to you as an authorized user of your company's account with Zone ("Company" or "Zone"), contingent upon your acceptance of these Terms and Conditions and your company's existing Agreement(s) with Zone.

Term: Your access to ZoneLiquidity continues for so long as you maintain an account with Zone, unless earlier terminated in accordance with this Agreement or your company's existing Agreement(s) with Zone.

2. USER AUTHORITY AND REPRESENTATION

By accessing and using ZoneLiquidity and clicking "Accept" to these terms, you represent and warrant on behalf of your company that:

- You are duly authorized to bind your company to these Terms and Conditions
- You have read, understood, and accept all terms, conditions, disclaimers, and limitations set forth herein
- You accept all risks and limitations associated with AI-driven functionality
- You understand that ZoneLiquidity is a decision-support tool only and is not financial, investment, or lending advice
- Your company's use of ZoneLiquidity will be in compliance with all applicable laws and regulations
- You have the authority to commit your company to the feedback, usage, and other obligations set forth in these terms

3. NATURE OF ZONELIQUIDITY AND TECHNICAL ARCHITECTURE

AI-Driven Functionality: ZoneLiquidity incorporates artificial intelligence ("AI") technology as a core component of its functionality. The AI engine, powered by Nixtla, is hosted within Amazon Web Services (AWS) and processes your financial data to generate forecasts, payment suggestions, liquidity risk assessments, and recommendations.

Technical Infrastructure:

- **AI Engine:** Nixtla AI engine hosted in AWS environment
- **Data Residency:** Financial data hosted and processed within AWS regions appropriate to your jurisdiction (US-East/West for US customers; EU-Central/UK-West for EU/UK customers;

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APAC-appropriate regions for other jurisdictions). You may specify preferred region; Zone will use commercially reasonable efforts to honor preferences.

- **De-contextualization:** Financial data is de-contextualized (identifying headers and contextual information stripped) before processing through the AI pipeline. Only numerical values and date-stamps are processed by the AI.
- **Auditability:** Full transaction lineage maintained for audit and explainability purposes

4. AI MODEL PERFORMANCE AND ACCURACY LIMITATIONS

No Warranty of Accuracy: Zone does not warrant, represent, or guarantee that AI-generated forecasts, recommendations, or insights will be accurate, reliable, or suitable for any particular purpose. AI-generated outputs are probabilistic in nature and subject to inherent limitations based on:

- The quality and completeness of historical financial data provided
- Market volatility and unpredictable external events
- Changes in your business operations, vendor relationships, or payment patterns
- Limitations of AI modeling technology generally

Forecast Horizons: ZoneLiquidity provides short-term (90-day) cash flow forecasting. Accuracy and reliability diminish significantly beyond this horizon and decrease over time as assumptions become less reliable.

No Liability for Inaccuracy: You acknowledge that Zone shall have no liability, obligation, or responsibility for any inaccuracies, errors, or omissions in AI-generated forecasts, recommendations, or outputs, or for any losses, damages, or adverse outcomes resulting from reliance on such outputs.

5. MODEL DRIFT MONITORING AND KILL SWITCH

Drift Monitoring: In accordance with the EU AI Act framework, Zone monitors for "Model Drift," defined as a statistically significant deviation in forecast accuracy or performance beyond established safety thresholds. Formal performance reviews occur on a quarterly basis.

Deterministic Fallback System: ZoneLiquidity operates with dual forecasting capability:

- **AI Forecast:** Generated by the Nixtla AI engine
- **Deterministic Forecast:** Generated by logic-based, rules-driven algorithms

Kill Switch Activation: If any of the following conditions occur, Zone may automatically activate a "Kill Switch" to revert ZoneLiquidity to Deterministic-only operation without advance notice:

- Variance between AI and Deterministic forecasts exceeds established safety thresholds
- Model Drift is detected in quarterly performance reviews
- Zone reasonably determines that AI accuracy has degraded to levels that present material risk to users
- Regulatory requirements mandate discontinuation of AI-driven features

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You acknowledge that Kill Switch activation may occur automatically and without notification, and that this is a protective measure designed to prevent reliance on degraded AI performance.

6. BIAS, FAIRNESS, AND CONFLICT EVALUATION

Conflict-Free Design: Zone warrants that ZoneLiquidity is designed and built without "pay-to-play" incentives, hidden conflicts of interest, or mechanisms that would systematically bias recommendations toward Zone's financial interests or any specific third parties other than your company's objective financial health.

Bias Stress Testing: Zone performs regular "Bias Stress Testing" using linear regression variance checks against anonymized dummy datasets to verify that AI suggestions are not systematically biased. These tests are designed to demonstrate that suggestions are based on objective financial data and your defined parameters only.

Limitations of Bias Testing: You acknowledge that bias in AI systems cannot be entirely eliminated, and that bias testing results are provided for transparency only and do not constitute a warranty of bias-free operation.

7. DATA HANDLING, PRIVACY, AND SECURITY

Data De-contextualization: To protect privacy, identifying headers, labels, and contextual information are stripped before AI processing. Only numerical values and date stamps are processed by the AI engine. You acknowledge that de-contextualization, while protecting privacy, may reduce the precision and contextual accuracy of AI recommendations.

Data Residency and Security: Financial data residency is maintained within appropriate AWS regions. All data handling remains subject to:

- Your existing Agreement with Zone, including all Order Forms
- The Data Processing Addendum (DPA) currently in effect
- All obligations related to confidentiality, data security, and data protection

Audit Trail and Transaction Lineage: Zone maintains full transaction lineage and audit trails for all AI-generated forecasts and recommendations, enabling reconstruction of AI reasoning for audit, verification, and compliance purposes.

Data Retention: Following termination or expiration of your access to ZoneLiquidity:

- De-contextualized data used for AI processing may be retained by Zone for improvement of the AI model and will not identify you or your company
- Original financial data will be deleted or de-identified within thirty (30) days of termination, except as required by law or your instruction

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8. ZONELIQUIDITY IS NOT FINANCIAL ADVICE

Tool Classification: ZoneLiquidity is classified as a data visualization, cash flow forecasting, and decision-support tool only. It is not:

- A financial advisor or advisory service
- An investment recommendation platform
- A lending or credit analysis tool
- An autonomous financial system
- A regulated financial service

Zone is Not a Financial Advisor: Zone & Company Software Consulting LLC is not a registered, regulated, or licensed financial advisor, investment advisor, lending institution, or treasury management service provider. Zone does not provide, and ZoneLiquidity does not constitute:

- Financial advice
- Investment recommendations or guidance
- Credit or lending decisions
- Tax planning or advice
- Accounting guidance
- Treasury management consulting

Your Sole Responsibility: All strategic decisions, liquidity movements, cash flow actions, payment prioritizations, vendor selections, investment decisions, or other financial actions taken based on ZoneLiquidity outputs are made at your sole discretion and are your sole responsibility. Zone shall have no liability, obligation, or responsibility for the outcomes or consequences of any decisions you make based on ZoneLiquidity recommendations or outputs.

9. HUMAN-IN-THE-LOOP REQUIREMENT

ZoneLiquidity is Not Autonomous: ZoneLiquidity does not independently execute financial transactions, initiate payments, transfer funds, or take autonomous financial actions. ZoneLiquidity is a decision-support and recommendation system only.

All Actions Require Human Approval: Every ZoneLiquidity-generated recommendation, including payment initiation suggestions, liquidity optimization recommendations, vendor prioritization rankings, cash flow allocation suggestions, and risk assessment findings, must be reviewed, validated, and approved by your authorized personnel before any action is taken.

Your Authorized Personnel: You are responsible for:

- Designating which personnel are authorized to review and approve ZoneLiquidity recommendations
- Ensuring that authorized personnel have adequate training, knowledge, and authority to make financial decisions

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- Implementing internal controls and approval workflows for all ZoneLiquidity-recommended actions
- Documenting all approvals and maintaining records of review and authorization

Zone Does Not Facilitate Autonomous Transactions: Zone does not directly facilitate, enable, or process any fund flows, payments, or financial transactions based on ZoneLiquidity recommendations. All transaction execution is performed by your authorized personnel using your own systems and authorization processes.

10. VALIDATION AND INDEPENDENT VERIFICATION

You Must Validate All Outputs: You are responsible for independently validating all ZoneLiquidity outputs, recommendations, and forecasts before acting on them, including:

- Comparison against your own financial records and historical data
- Assessment of reasonableness based on your business knowledge
- Verification that recommendations align with your business objectives and risk tolerance
- Review against any applicable compliance, regulatory, or governance requirements

Your Internal Policies and Controls: All ZoneLiquidity recommendations must be evaluated and approved in accordance with your internal financial policies, risk management framework, compliance and regulatory requirements, governance structure, and business strategy.

Not a Substitute for Professional Judgment: ZoneLiquidity is a tool to support your judgment, not a substitute for it. Zone makes no representation that ZoneLiquidity outputs reduce, eliminate, or diminish your obligation to apply independent professional judgment and verification to all financial decisions.

Failure to Validate is Your Responsibility: If you fail to apply adequate human judgment, validation, or independent verification to ZoneLiquidity recommendations, that failure is your responsibility and risk, not Zone's.

11. REGULATORY COMPLIANCE AND GOVERNANCE

You Are the Deployer/Operator: For regulatory, compliance, and governance purposes, you are deemed the "Deployer/Operator" of the ZoneLiquidity AI system. You retain full responsibility and accountability for:

- How the AI system is deployed within your organization
- Compliance of the AI system with applicable regulations in your jurisdiction
- Governance and oversight of ZoneLiquidity within your organization
- Compliance with any sector-specific regulations (e.g., banking, insurance, healthcare)
- Regulatory reporting and disclosure obligations related to AI-driven decision-making

Notification of Regulatory Changes: You are responsible for monitoring changes in AI regulation, financial regulation, and data protection law in your jurisdiction. If you become aware of any regulatory

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requirements or compliance concerns that may affect your use of ZoneLiquidity, you agree to notify Zone promptly.

No Regulatory Representation: Zone does not represent that ZoneLiquidity complies with any specific regulation, law, or regulatory framework. You are responsible for assessing and ensuring compliance with all applicable regulations in your jurisdiction.

12. LIMITATIONS ON APPLICABILITY

Not Suitable for All Decisions: ZoneLiquidity is most suitable for routine cash flow optimization and liquidity forecasting decisions. ZoneLiquidity may not be appropriate for:

- Material or strategic financial decisions
- Decisions involving significant financial risk or capital allocation
- Compliance-sensitive decisions or transactions
- Decisions requiring specialized professional expertise (legal, tax, regulatory)

Short-Term Forecasting Only: ZoneLiquidity is designed for 90-day cash flow forecasting. Recommendations for longer time horizons should be validated against longer-term financial planning and strategy.

Data Quality Dependency: ZoneLiquidity recommendations depend entirely on the quality, accuracy, and completeness of financial data you provide. If your input data is inaccurate, incomplete, or outdated, ZoneLiquidity recommendations will be unreliable.

13. RISKS AND UNCERTAINTIES

Market and Business Volatility: ZoneLiquidity forecasts are based on historical patterns and current assumptions. Forecasts may be rendered inaccurate by unexpected changes in your business operations, vendor relationships, payment patterns, market volatility, supply chain disruptions, regulatory changes, pandemics, natural disasters, or force majeure events.

Vendor and Customer Behavior: Recommendations depend on assumptions about vendor and customer behavior. Actual behavior may differ from assumptions, rendering recommendations inaccurate or counterproductive.

Relationship Impact: Implementation of ZoneLiquidity recommendations for payment prioritization or vendor ranking may impact your relationships with vendors, customers, or other business counterparties. Zone is not responsible for relationship consequences resulting from recommendations you choose to implement.

Unintended Consequences: Implementation of ZoneLiquidity recommendations may have unintended consequences for your business, cash flow, operational relationships, or strategic objectives. You are responsible for assessing and mitigating these risks.

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14. TRANSPARENCY AND HUMAN-IN-THE-LOOP

Transparency Layer: ZoneLiquidity includes a rationalization feature that explains the logic behind AI conclusions, providing you with the "why" behind every suggestion.

Explainability and Auditability: Zone maintains full transaction lineage to ensure that AI-generated insights are auditable and explainable to your internal or external auditors.

15. NO WARRANTIES; AS-IS USE

AS-IS BASIS: ZoneLiquidity is provided on an "as-is, as-available" basis. Zone makes no representations or warranties regarding:

- The accuracy, reliability, or completeness of AI forecasts or recommendations
- The suitability of ZoneLiquidity for your business or use case
- Uninterrupted, error-free, or secure operation
- Freedom from viruses, malware, or other harmful components

Disclaimer of Implied Warranties: To the fullest extent permitted by law, Zone disclaims all implied warranties, including merchantability, fitness for a particular purpose, and non-infringement.

No Uptime or Performance Guarantees: ZoneLiquidity is not subject to service level agreements (SLAs), uptime guarantees, or performance commitments that may apply to other Zone services.

System Changes and Modifications: Zone reserves the right to modify, limit, suspend, or discontinue ZoneLiquidity features at any time. Such modifications may include changes to forecasting models, removal of capabilities, changes to data inputs or processing methods, or activation of the Kill Switch to revert to Deterministic-only mode.

16. LIMITATION OF LIABILITY

Except as otherwise provided in your existing Agreement with Zone, Zone shall have no liability to you for:

- Any inaccuracies, errors, or defects in ZoneLiquidity
- Any losses, damages, costs, or adverse consequences arising from your use of ZoneLiquidity
- Any AI-related errors, Model Drift, or forecasting failures
- Any business interruption, lost profits, lost data, or consequential damages

To the fullest extent permitted by law, Zone's aggregate liability for ZoneLiquidity-related claims shall be subject to the liability caps and exclusions set forth in your existing Agreement with Zone (including Section 10 of the MSA).

17. INDEMNIFICATION

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You agree to indemnify, defend, and hold harmless Zone & Company Software Consulting LLC and its officers, directors, employees, and agents from any claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or relating to:

- Your decisions based on ZoneLiquidity outputs or recommendations
- Your implementation of ZoneLiquidity-recommended actions
- Your failure to validate or independently verify ZoneLiquidity outputs
- Any losses or adverse consequences resulting from your use of ZoneLiquidity
- Any claims by third parties (vendors, customers, counterparties) arising from ZoneLiquidity-informed decisions you made
- Your breach of these Terms and Conditions

18. INTEGRATION WITH EXISTING AGREEMENTS

These Terms Supplement Existing Agreements: These ZoneLiquidity Terms and Conditions supplement and modify your existing Agreement(s) with Zone & Company Software Consulting LLC (including all Order Forms, SOWs, DPA, and other incorporated agreements) solely to govern your use of ZoneLiquidity.

Survival of Existing Terms: Except as expressly modified by these ZoneLiquidity Terms and Conditions, all other terms, conditions, obligations, limitations of liability, indemnification provisions, confidentiality obligations, and other provisions of your existing Agreement(s) remain in full force and effect and apply to your use of ZoneLiquidity, including:

- Liability caps and exclusions set forth in Section 10 of the MSA
- Indemnification obligations set forth in Section 11 of the MSA
- Confidentiality obligations set forth in Section 4 of the MSA
- Data protection and security obligations set forth in Section 3 of the MSA
- All other commercial, legal, and operational terms

Conflict Resolution: In the event of any conflict between these ZoneLiquidity Terms and Conditions and your existing Agreement(s), these ZoneLiquidity Terms and Conditions shall prevail with respect to ZoneLiquidity functionality, scope, and ZoneLiquidity-specific provisions only. All other MSA provisions (liability, indemnification, confidentiality, etc.) remain unmodified and continue to apply.

Single Integrated Agreement: Your relationship with Zone, including your access to ZoneLiquidity, is governed by your existing Agreement(s) as supplemented and modified by these ZoneLiquidity Terms and Conditions.

19. TERM AND TERMINATION

Term: Your access to ZoneLiquidity continues for so long as you maintain an active account or relationship with Zone, unless earlier terminated in accordance with this Agreement or your company's existing Agreement(s) with Zone.

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Termination by You: You may terminate your access to ZoneLiquidity at any time by providing written notice to Zone. Termination is effective upon receipt of notice or as otherwise specified in your notice.

Termination by Zone: Zone may terminate the ZoneLiquidity service or your access to ZoneLiquidity at any time, with or without cause, and with or without notice, except as required by applicable law. Zone may also terminate your access if you breach these Terms and Conditions and fail to cure such breach within thirty (30) days of written notice.

Effect of Termination: Upon termination or expiration of your access to ZoneLiquidity:

- Your access is immediately discontinued
- Any in-progress forecasts or recommendations are lost
- Your financial data is handled in accordance with Section 7 above
- All indemnification, liability limitations, and confidentiality obligations survive termination

20. MODIFICATIONS TO THESE TERMS

Zone's Right to Modify: Zone reserves the right to modify these ZoneLiquidity Terms and Conditions at any time. Material modifications will be communicated to you via email or through the ZoneLiquidity interface.

Your Acceptance: Your continued use of ZoneLiquidity following notice of modifications constitutes acceptance of the modified terms. If you do not accept modifications, you must discontinue use of ZoneLiquidity.

21. ENTIRE AGREEMENT

These ZoneLiquidity Terms and Conditions, together with your existing Agreement(s) with Zone, constitute the entire agreement regarding your use of ZoneLiquidity. No other communications, representations, or understandings modify these terms.

22. SURVIVAL

All provisions of these ZoneLiquidity Terms and Conditions that by their nature are intended to survive termination or expiration—including disclaimers, limitations of liability, indemnification obligations, data handling provisions, confidentiality obligations, and compliance provisions—shall survive expiration or termination of your access to ZoneLiquidity.

23. GOVERNING LAW

These ZoneLiquidity Terms and Conditions are governed by the same governing law and jurisdiction provisions as your existing Agreement with Zone & Company Software Consulting LLC.