

STANDARD TERMS AND CONDITIONS US VERSION

14 May 2025

These Software as a Service Standard Terms and Conditions (the “**Terms**”), together with the Quote and any incorporated documents (collectively, the “**Agreement**”), govern Customer’s acquisition and use of Zensai Services, including any Freemium access. By signing the Quote that references these Terms, each party agrees to be bound by these Terms.

1. DEFINITIONS

- 1.1 “**Affiliate**” means, in respect of a party, any corporation, company or entity that directly or indirectly controls, is controlled by or is under common control of that party. For the purposes of this definition, “control” means: (i) holding a majority of the voting rights in it; (ii) being a member of it and having the right to appoint or remove a majority of its board of directors; or (iii) being a member of it and controlling alone, pursuant to an agreement with other members, a majority of the voting rights in it.
- 1.2 “**Customer**” means the company or other legal entity that accepts this Agreement, including its Affiliates (for as long as they remain Affiliates) to the extent such Affiliates have a valid and executed Quote in place with Zensai.
- 1.3 “**Current Term**” means the subscription period that is in force at any given time, whether the initial subscription period specified in the applicable Quote or any renewal period thereafter.
- 1.4 “**Data Protection Addendum**” or “**DPA**” means the addendum governing the processing of personal data in connection with the Services, available [here](#), and forming an integral part of this Agreement.
- 1.5 “**Documentation**” means the applicable Services’ trust and compliance documentation available [here](#), and its usage guides and policies, as updated from time to time.
- 1.6 “**Professional Services**” are the professional services specifically agreed in the Quote as further described in Section 5.
- 1.7 “**Quote**” means an ordering document or online order issued by Zensai or any of its Affiliates specifying the Services to be provided hereunder. A Quote may be entered into by Customer, its parent company, or any of its Affiliates, and by doing so, Customer and its Affiliates agree to be bound by the terms of this Agreement as if they were an original party hereto. This includes any addenda, supplements, or subsequent orders associated with the Quote.
- 1.8 “**Renewal**” means the automatic renewal for a duration equal to the initial subscription period, unless otherwise specified in the applicable Quote.
- 1.9 “**Services**” means the Human Success Software-as-a-Service offerings subscribed to by Customer and provided by Zensai, including any related services, such as Support, as specified in the Service Level Addendum and any applicable Quotes. This defined term does not include Professional Services.
- 1.10 “**Service Level Addendum**” or “**SLA**” means the service level commitments for the Services, available [here](#), and of which are hereby incorporated by reference into this Agreement.
- 1.11 “**User**” means any individual end user authorized by Customer to access and use the Service under Customer’s account. Users may include Customer’s employees, contractors, or other personnel (and those of Customer’s Affiliates) who are granted access credentials.
- 1.12 “**Zensai**” means the legal entity within the Zensai group of companies with which Customer has entered into this Agreement. The relevant legal entity is specified in the Quote.

2. THE SERVICES

- 2.1 **Subscription.** Subject to Customer’s payment of all applicable fees and compliance with this Agreement, Zensai grants

a non-exclusive and non-transferable right for Customer to access and use the Services under this Agreement.

- 2.2 **Service Updates and Changes.** Zensai may update, modify, or improve the Services at its discretion to enhance functionality, performance, security, or compliance. Zensai may also discontinue or alter certain features, provided such changes do not materially degrade the overall functionality of the Services. Changes may include modifications to system architecture, security protocols, or third-party integrations. If a material change significantly impacts Customer's use of the Services, Zensai will provide reasonable prior notice. Material changes that negatively affect the agreed service scope shall allow Customer to terminate the Agreement in accordance with section 17.3. Termination shall be Customer's sole and exclusive remedy for such changes, and Zensai shall have no liability for any compensation, damages, or other claims arising from the change.
- 2.3 **Support Services.** Zensai will provide support in accordance with its applicable Service Level Addendum (SLA) to the Support level set out in the Quote ("**Support**"). Support does not include technical support, assistance, maintenance and similar support which is caused by or relating to Customer's own IT environment.
- 2.4 **Use of Affiliates and Subcontractors.** Zensai may engage Affiliates and/or third-party subcontractors to assist in providing the Services and provide Professional Services but remains fully responsible for their performance and compliance with this Agreement. Zensai will not delegate core service obligations in a manner that materially impacts Customer's experience or the quality of the Services. All subcontractors and Affiliates shall be bound by confidentiality obligations and, where applicable, data protection obligations substantially similar to those of Zensai under the Data Processing Addendum. Affiliates and subcontractors involved in the processing of Personal Data are listed in the DPA and are subject to the applicable notification procedures specified therein.
- 2.5 **Security.** Zensai has implemented and will maintain appropriate technical and organizational security measures designed to protect the integrity, availability, and confidentiality of the Services and data therein as further specified in the Documentation. Certain areas of Zensai's organization adhere to the ISO/IEC 27001 framework, and select operations are ISO/IEC 27001 certified (certificate available [here](#)). With respect to personal data, Zensai's security measures are outlined specifically in the Data Processing Addendum.

3. FREEMIUM

- 3.1 **Freemium Access.** Zensai may offer free access to its Services under a trial license ("**Freemium**"). Freemium access will expire at the earlier of: (i) the end of the applicable trial period, (ii) the start date of any paid subscription for the Service, or (iii) termination by Zensai at its discretion. Freemium is limited to the maximum number of Users specified by Zensai. If Customer transitions to a paid subscription, applicable subscription fees will be charged from the commencement date of the paid subscription.
- 3.2 **Data and Transition.** Any data Customer enters into the Services, and any customizations made to the Services by Customer during Freemium, will be permanently lost unless Customer purchases a subscription to the same services as those covered by the trial, purchases applicable upgraded services, or exports such data before the end of the trial period. Zensai is not responsible for retaining, exporting, or recovering customer data after Freemium ends.
- 3.3 **Liability and Disclaimers.** Freemium is provided "as-is" without warranties, representations, or guarantees of uninterrupted, error-free, or secure performance. No support, service level commitments, or indemnities apply. Zensai disclaims all liability for any issues arising from Freemium use, including but not limited to service disruptions, data loss, security risks, or third-party integrations. To the extent that liability cannot be excluded under applicable law, Zensai's total liability for Freemium is capped at USD 1,000.00.

4. USE OF SERVICES AND CONTENT

- 4.1 **Usage Limits.** Customer's use of the Services is restricted to the number of Users specified in the Quote. Each User is assigned an individual license, which may not be shared. Customer may reassign User licenses to new Users as needed, provided the total number of Users remains within the agreed limits. If Customer exceeds the allocated limit, Zensai will issue a new Quote for the expansion. Customer will then have a grace period of 14 days to either (i) accept the Quote or (ii) reduce the number of Users to within the allocated limit. If Customer does not take either action within the grace period, Zensai may suspend access to the Services for all Users. Access for additional Users will be provided subject to the pricing and terms specified in the Quote.
- 4.2 **Customer's Obligations.** Customer is responsible for all activity occurring under its accounts, including its Users' compliance with this Agreement. Customer shall:

- (i) use the Services solely for its internal business purposes,
- (ii) use the Services in accordance with this Agreement, including the Documentation;
- (iii) obtain all necessary rights, consents, and approvals from third parties required for Zensai to provide the Services, including consents for processing personal data where required by law;
- (iv) manage and control access to the Services, ensuring that only authorized Users use the Services and that each User maintains the confidentiality of their login credentials;
- (v) promptly notify Zensai of any unauthorized access or security incidents related to the Services, including compromised accounts or breaches of Customer's internal systems that could impact the Services; and
- (vi) comply with all applicable laws and regulations, and third-party terms (e.g. for use Third-Party Services) when using the Services, including privacy, intellectual property, and data protection laws.
- (vii) carry through the installation process and use one of the browsers supported by Zensai as further set out [here](#).

4.3 **Restrictions.** To the extent permitted by law, Customer shall not and will not permit others to:

- (i) modify, copy, duplicate, download, reverse engineer, decompile, disassemble, translate, or create derivative works of the Services, or attempt to extract source code, algorithms, or proprietary technology;
- (ii) copy features, functions, integrations, or interfaces of the Services; infringe or misappropriate Zensai's or any third party's intellectual property, publicity, or privacy rights;
- (iii) license, sublicense, sell, resell, rent, lease, lend, transfer, assign, distribute, time-share, provide as a service bureau, or otherwise commercially exploit the Services;
- (iv) engage in, promote, or facilitate illegal activity, including sending spam or storing infringing, unlawful, or tortious material; introduce or transmit viruses, worms, trojans, or malicious code;
- (v) disable, interfere with, or circumvent any security measures; disrupt the integrity or performance of the Services, Zensai's networks, or other users' access; gain or attempt to gain unauthorized access to the Services, related systems, or other customers' data.

4.4 **Suspension of Access.** Zensai may suspend or downgrade access to the Services, in whole or in part, if it reasonably determines that the integrity or security of the Services is at risk due to acts or omissions of Customer or its Users under this section 4.

5. PROFESSIONAL SERVICES

5.1 **Professional Services.** Zensai may provide consulting, training, implementation, or other professional services ("Professional Services") if expressly described in the Quote. Fees for Professional Services are payable as specified in the applicable Quote. For purposes of calculating daily rates, Zensai's standard workday consists of 8 hours. Professional Services will be provided in a workmanlike manner. Changes to Professional Services must be agreed in a written change request signed by the parties. If the implementation of Professional Services is delayed by Customer, Zensai may apply an additional charge.

6. THIRD-PARTY SERVICES

6.1 **Third-Party Services.** The Services may include, allow for or require access to or integrations with third-party applications, content, or services ("Third-Party Services").

6.2 **Third-Party Content Provided by Zensai.** Zensai ensures access to certain third-party content providers, whose content is embedded within or accessible through the Services. Where Zensai provides to Customer such licensed content, Zensai remains responsible for maintaining the applicable licenses and ensuring Customer's authorized access. The scope and terms governing these content licenses will be specified in the Quote.

6.3 **Independent Third-Party Services Managed by Customer.** In addition to the Third-Party Services described in section 6.2, the Services may allow for or require access to, or integrations with, third-party applications or services that are provided independently by third-party providers and are not licensed through Zensai. Customer is solely responsible for obtaining and maintaining any such third-party licenses required for its use of independent Third-Party Services, including but not limited to Microsoft services.

6.4 **No Warranties or Support.** Zensai does not warrant, support, or assume any liability for Third-Party Services, including but not limited to their availability, performance, security, or impact on Customer's data, unless expressly stated in the Quote. All Third-Party Services are provided "as-is," and Zensai disclaims any liability for any loss, damage, or disruption arising from their use or unavailability. Any data exchange or interaction between Customer and a Third-Party Service is

at Customer's discretion and risk.

6.5 **Integration and Discontinuation.** Zensai may offer integrations with Third-Party Services but does not guarantee their continued availability or compatibility. If a Third-Party Service ceases to be available or interoperable with the Service, Zensai may discontinue related features without any obligation to provide a refund, credit, or compensation.

6.6 **Fees for Third-Party Services.** If Customer purchases a Third-Party Service through Zensai, any applicable fees will be specified in the Quote and are subject to the payment terms of this Agreement, unless otherwise agreed.

7. FEES AND PAYMENT

7.1 **Subscription Fees.** Fees are based on the number of Users and the level of Support selected, as detailed in the Quote and in accordance with Zensai's current price list unless otherwise agreed. To enable Customer to exercise its non-renewal right, Zensai will provide written notice of any fee increase prior to the Renewal as set out in section 17.1. Quantities purchased cannot be decreased during the Current Term; however, additional Users or Support may be added during the Current Term, subject to the execution of a new Quote specifying the applicable pricing and terms. The term of any such additions will be aligned with the Current Term unless otherwise specified in the applicable Quote.

7.2 **Invoicing and Payment Terms.** Subscription fees are pre-paid and invoiced as specified in the Quote. Unless otherwise set out in the Quote (i) invoicing for renewal terms may occur upon expiry of the non-renewal notice period; and (ii) payments are due upon receipt.

7.3 **Non-Refundability and Invoicing.** Paid subscription fees are non-refundable, except as required by applicable law or as expressly stated in this Agreement. Subscription fees may be invoiced by Zensai, and Customer agrees to remit payment directly to the entity issuing the invoice.

7.4 **Overdue Charges.** If any invoiced amount is not received by Zensai by the due date, Zensai may, without limiting its other rights or remedies, (i) charge interest at a rate of 1,5% per month, or the maximum rate permitted by law, whichever is lower, from the due date until paid, and (ii) recover from Customer any reasonable costs of collection, including legal fees, collection agency fees, and statutory reminder fees where applicable.

7.5 **Acceleration of Payment and Suspension of Services.** Additionally, if any charge remains overdue for 30 days or more, Zensai may (i) accelerate all unpaid fee obligations, making them immediately due and payable, and (ii) suspend Services until such amounts are paid in full. Zensai will provide at least 7 days' prior notice before suspending services.

7.6 **Payment Disputes.** Zensai will not exercise its rights under section 7.5 if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

7.7 **Taxes.** Zensai's fees do not include any taxes, levies, duties, or similar governmental assessments. Customer is responsible for paying all taxes associated with its purchases hereunder. If Zensai is legally obligated to pay or collect Taxes for which Customer is responsible, Zensai will invoice Customer, and Customer will pay that amount unless a valid tax exemption certificate is provided. Zensai is solely responsible for taxes assessable against it based on its income, property, and employees.

7.8 **Fee Adjustments.** Zensai may adjust subscription fees no more than once per year by providing prior written notice. Fee adjustments apply to new Quotes or renewal periods following the effective date of the adjustment and, for multi-year subscription terms, also annually, unless otherwise specified in the Quote. Notwithstanding the above, Zensai reserves the right to implement price adjustments with immediate effect if required due to changes in applicable taxes, duties, tariffs, trade restrictions, or regulatory measures affecting the Services.

8. PROPRIETARY RIGHTS

8.1 **Reservation of Rights.** Subject to the rights expressly granted hereunder, Zensai, its Affiliates and licensors, reserve all of their right, title and interest in and to the Services, including all of their related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

8.2 **Publicity.** For the duration of this Agreement, Customer grants Zensai and its Affiliates the right to use Customer's name and logo on their websites, in testimonial content, in press releases, and within marketing materials, provided such use is in accordance with Customer's trademark usage guidelines communicated to Zensai from time to time.

- 8.3 **Customer Feedback.** Customer hereby assigns to Zensai all rights, title and interest in and to any feedback regarding the Services that Customer or its Users provides to Zensai, including all associated intellectual property rights). To the extent that any feedback from Customer or its Users contains rights, Zensai shall own those rights in relation to the Services and may use the feedback freely without obligation or compensation.

9. CUSTOMER DATA

- 9.1 **Ownership of Customer Data.** Customer retains all rights, title, and interest in and to all data uploaded or otherwise provided by Customer to the Services ("**Customer Data**"), including any intellectual property rights relating thereto.
- 9.2 **License to Customer Data.** Customer grants Zensai, its Affiliates and applicable licensors, a worldwide, limited-term license to host, copy, use, transmit, and display Customer Data solely as necessary to provide and ensure proper operation of the Services, including provision of Support, and associated services, in accordance with this Agreement. Except for the limited rights expressly granted herein, Zensai acquires no right, title, or interest from Customer or its licensors under this Agreement in or to any Customer Data.
- 9.3 **Aggregated Use Data.** Customer acknowledges and agrees that Zensai may collect and use data derived from Customer's use of the Services in an aggregated and anonymized form ("**Aggregated Use Data**"). Such Aggregated Use Data will not contain any information that identifies Customer or any individual User, directly or indirectly. Zensai owns all rights, title, and interest in and to the Aggregated Use Data and may use it for lawful business purposes, including analytics, benchmarking, and improving or enhancing Zensai's products and services.

10. DATA PROTECTION

- 10.1 **Data Processing Addendum.** In the event that Zensai processes personal data on behalf of Customer, Customer acts as the data controller and Zensai as the data processor, and such processing shall be governed by a separate Data Processing Addendum (DPA) available [here](#).
- 10.2 **Personal Information.** Zensai processes personal data pertaining to Customer's agents, representatives, employees, or other related third parties for purposes including, but not limited to, managing Customer's account and compiling aggregate statistics on the use of the Services. If relevant, Customer shall ensure that Zensai is granted the necessary rights hereto. Individuals may exercise their rights regarding this personal data, such as access and correction, in accordance with Zensai's Privacy Policy available [here](#).
- 10.3 **Customer Representations and Warranties.** Customer represents and warrants that it has all necessary rights to disclose to Zensai and grant to Zensai the rights granted hereunder with respect to Customer Data, including any personal information therein.
- 10.4 **Customer Indemnification.** Customer shall indemnify, defend, and hold harmless Zensai from any and all third-party claims, liabilities, damages, and costs (including reasonable attorney's fees) arising from Zensai's use of Customer Data in accordance with this Agreement.

11. USE OF AI

- 11.1 **Zensai's Use of AI.** Zensai utilizes artificial intelligence (AI) in certain parts of the Services to enhance functionality and user experience. Information regarding the use of AI, including its capabilities and limitations, is available in Zensai's Trust Center [here](#).
- 11.2 **Responsibilities and Limitations.** Zensai is responsible for the proper functioning of the AI models and their integration into the Services. However, Zensai does not assume liability for (i) the accuracy, legality, or reliability of AI-generated outputs or any decisions made based on such outputs; (ii) the content processed or generated using AI, including any potential infringement of third-party intellectual property rights resulting from AI-generated content; and (iii) Customer's use, modification, or reliance on AI-generated results, including for critical decision-making.
- 11.3 **AI-Generated Outputs.** Customer acknowledges that AI-generated outputs should be reviewed by a human user before reliance or publication. Customer is solely responsible for verifying the accuracy, legality, and compliance of AI-generated content before use.

12. CONFIDENTIALITY

- 12.1 **Confidential Information.** "Confidential Information" means any non-public information disclosed by one party ("Disclosing Party") to the other party ("Receiving Party"), whether in writing, orally, or by other means, that is designated as confidential or that should reasonably be understood as confidential given its nature and the circumstances of disclosure. Confidential Information includes, but is not limited to, business plans, financial data, technology, trade secrets, customer data, product designs, and this Agreement. However, Confidential Information does not include information that: (i) is or becomes publicly available through no fault of either party and without breach of this Agreement; (ii) was lawfully known to the Receiving Party before disclosure; (iii) is lawfully received from a third party without a duty of confidentiality; or (iv) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information or (v) disclosed with the prior written consent of the Disclosing Party.
- 12.2 **Obligations of Confidentiality.** The Receiving Party shall: (i) protect the Disclosing Party's Confidential Information with at least the same level of care it uses to protect its own Confidential Information, but no less than reasonable care; (ii) use the Confidential Information only for purposes of fulfilling its obligations or exercising its rights under this Agreement; and (iii) not disclose Confidential Information to any third party except to its employees, contractors, or advisors who need to know the information for the purposes of Customer and are bound by confidentiality obligations at least as protective as this Agreement.
- 12.3 **Permitted Disclosure.** The Receiving Party may disclose Confidential Information if required by law, regulation, or court order, provided that, where legally permitted, it gives the Disclosing Party prior notice and reasonable assistance to contest or limit the disclosure. Additionally, the Receiving Party may disclose the terms of this Agreement to actual and potential investors, lenders, and acquirers, and their professional advisors, in connection with evaluating an investment or acquisition.

13. SERVICE LEVEL ADDENDUM

- 13.1 SLA. Zensai will use reasonable endeavours to provide the Services in accordance with the applicable Service Level Addendum, available [here](#).

14. WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

- 14.1 **General Warranty.** Each party represents and warrants that it has validly agreed to this Agreement and has the legal power to do so.
- 14.2 **Service Warranty.** Zensai warrants that the Services will substantially conform in all material respects of the Service Level Addendum and the Documentation. If the Services fail to comply with this warranty, Customer must notify Zensai in writing and provide information and materials reasonably requested by Zensai to document and reproduce the non-compliance. Zensai does not warrant the Services against breakdowns or malfunctions.
- 14.3 **Exclusive Remedy.** Customer's exclusive remedy under section 14.2 will be to have Zensai, at Zensai's expense and sole option, either: (i) repair, modify or replace the non-conforming portion of the Services with other services offering comparable functionality; or (ii) if Zensai is unable to correct the warranty issue after a commercially reasonable period of time, Customer may terminate this Agreement for the non-conforming Services subject to section 17.3 This warranty does not apply to problems caused by: (i) abuse, misuse, alteration, neglect, accident, unauthorized repair or installation, or acts or omissions of any party other than Zensai, Zensai's Affiliates, or subcontractors; (ii) Customer's hardware, software, networks or systems; (iii) Customer's use of the Services not in accordance with this Agreement, including the Documentation; (iv) any Freemium services, or other services that Zensai makes available for testing or demonstration purposes. This exclusive remedy applies to the maximum extent permitted by law but shall not limit any non-excludable remedy available to Customer in the event of Zensai's gross negligence or willful misconduct.
- 14.4 **NO OTHER WARRANTIES.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. ZENSAI DOES NOT WARRANT THAT THE SERVICES ARE ERROR-FREE OR THAT OPERATION OF THE SERVICES WILL BE SECURE OR UNINTERRUPTED. EXCEPT AS EXPRESSLY PROVIDED HEREIN, SERVICES ARE OFFERED "AS IS" AND "AS AVAILABLE," EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

15. INDEMNIFICATION

- 15.1 **Indemnification by Zensai.** Zensai shall indemnify, defend, and hold harmless Customer, its Affiliates, and their respective officers, directors, employees, and agents from and against any liabilities, damages, losses, and expenses arising out of any third-party claims arising out of or related to any allegation that Customer's use of the Services in accordance with this Agreement infringes any third-party intellectual property rights. Zensai's obligations under this section shall not apply to claims resulting from (i) Customer Data, (ii) modifications to the Services by Customer or any third party not authorized by Zensai, (iii) integrations with Third-Party Services, or (iv) Customer's use of the Services in violation of this Agreement or applicable law.
- 15.2 **Indemnification Procedure.** Customer shall (i) promptly notify Zensai of any claim subject to indemnification (provided that failure to give prompt notice shall not relieve Zensai of its obligations under this section except to the extent it is materially prejudiced by such failure); (ii) allow Zensai to control the defence and settlement of the claim using counsel of Zensai's choice, provided that any settlement imposing non-monetary obligations or an admission of fault on Customer requires its prior written consent; and (iii) provide reasonable assistance at Zensai's expense.
- 15.3 **Remedial Actions.** If the Services, or any part thereof, are found to infringe third-party intellectual property rights, or if Zensai reasonably believes such a finding is likely, Zensai may, at its sole discretion and expense (i) procure for Customer the right to continue using the Services; (ii) modify or replace the affected part of the Services to make it non-infringing without materially reducing its functionality; or (iii) if the above options are not commercially reasonable, terminate the affected Services subject to section 17.2.

16. LIMITATION OF LIABILITY

- 16.1 **LIMITATION OF LIABILITY.** THE CUMULATIVE, AGGREGATE LIABILITY OF EITHER PARTY AND THEIR RESPECTIVE AFFILIATES TO THE OTHER PARTY FOR ALL CLAIMS RELATED TO THE SERVICES AND/OR THIS AGREEMENT IS LIMITED TO THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE 12 MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND IRRESPECTIVE OF THE BASIS HEREOF.
- 16.2 **EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES.** IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, DELETION OR LOSS OF DATA, FAILURE TO STORE DATA, COSTS OF RECREATING DATA, THE COST OF ANY SUBSTITUTE EQUIPMENT, SOFTWARE, OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.
- 16.3 **EXCEPTIONS TO LIMITATION.** NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT EITHER PARTY'S (OR THEIR RESPECTIVE AFFILIATES OR SUPPLIERS) LIABILITY FOR: (I) WILLFUL MISCONDUCT AND GROSS NEGLIGENCE; (II) CUSTOMER'S VIOLATION OF ZENSAI'S INTELLECTUAL PROPERTY RIGHTS; (III) CUSTOMER'S FAILURE TO COMPLY WITH ITS PAYMENT OBLIGATIONS; (IV) A PARTY'S INDEMNIFICATION OBLIGATIONS; (V) DAMAGES ARISING OUT OF OR RELATING TO A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, OR (VI) ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED BY LAW.
- 16.4 **INDEPENDENT ALLOCATIONS OF RISK.** EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THEY HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

17. TERM & TERMINATION

- 17.1 **Term of Subscription.** Unless otherwise stated in the Quote or agreed in writing, the initial subscription period specified in the applicable Quote shall automatically renew for successive terms equal to the initial subscription period. Renewal takes place automatically if neither party provides at least sixty (60) days' prior written notice of non-renewal before the expiration of the Current Term.
- 17.2 **Termination for Cause.** Either party may terminate this Agreement for cause (i) upon written notice to the other party

if such other party materially breaches this Agreement and such breach remains uncured for 30 days after written notice thereof, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors where, if such proceeding is involuntary, it is not dismissed within 60 days of its institution.

- 17.3 **Customer Termination for Specific Reasons.** In addition, Customer may terminate this Agreement (i) if Zensai makes a material change to the Agreement or the Services that adversely affects the agreed service scope, as set out in sections 2.2 and in the Data Processing Addendum section 10.2, or (ii) if Zensai commits a breach described in section 14.3 and such termination shall be Customer's sole remedy.
- 17.4 **Payment upon Termination.** If this Agreement is terminated by Customer in accordance with section 17.2 or 17.3, Customer shall be entitled to a pro rata refund for any fees paid for Services not delivered after the effective date of termination. In any other event of termination, irrespective of the grounds for such termination and irrespective of the Party effectuating the termination, (i) neither party shall be entitled to a refund or credit of any fees paid or payable prior to the effective date of termination and (ii) Customer will pay any unpaid fees covering the remainder of the Current Term to the extent permitted by applicable law. For the avoidance of doubt, in no event shall Customer be relieved of its obligation to pay any fees payable to Zensai for the period prior to the effective date of termination.
- 17.5 **Effect of Termination.** Upon termination of this Agreement, Customer's right to use the Services and Zensai's obligation to deliver them shall immediately cease, except for the obligations in sections 17.6 and 17.7. Termination does not preclude either party from seeking available legal remedies, subject to this Agreement.
- 17.6 **Return of Customer Data.** Upon written request from Customer within 90 days after the effective date of termination, Zensai will provide a copy of Customer Data in a standard format or another mutually agreed format. During this period, Customer may also extract its data directly where technically feasible. After the 90-day retention period, Zensai will securely delete Customer Data unless retention is legally required. Zensai is not obligated to retain, provide, or recover Customer Data beyond this period. Zensai will not return: (i) non-production data; or (ii) third-party data sourced by Zensai (e.g., external datasets).
- 17.7 **Survival.** Sections concerning the parties' rights and obligations that by the content of the section operate after termination or that are necessary to enforce any right will survive termination of this Agreement, including, without limitation, the sections regarding proprietary rights, return of Customer Data, confidentiality, indemnification, limitation of liability and general provisions.

18. GENERAL PROVISIONS

- 18.1 **Governing Law.** This Agreement and the rights and obligations of the parties with respect to their relationship under this Agreement are governed by and must be construed and enforced in accordance with the laws of the jurisdiction in of the Zensai entity specified in the applicable Quote without reference to its choice of law rules. The parties agree that the United Nation's Convention on Contracts for the International Sale of Goods, is expressly excluded from this Agreement.
- 18.2 **Venue.** Any dispute arising out of or relating to this Agreement shall be submitted to the exclusive jurisdiction of the courts located in the jurisdiction and city of the Zensai entity specified in the applicable Quote. Notwithstanding the foregoing, this does not prevent either party from seeking injunctive or equitable relief in any court of competent jurisdiction.
- 18.3 **Export Controls and Sanctions.** Each party is responsible for ensuring compliance with applicable export control and sanctions laws. The Services may be subject to the U.S. Export Administration Regulations (EAR), U.S. Office of Foreign Assets Control (OFAC) sanctions, European Union and United Kingdom trade controls, and other applicable export and sanctions laws. Customer shall not, directly or indirectly, export, re-export, transfer, or allow access to or use of the Services in, by, or for any country, person, or entity subject to U.S., U.K., EU, or other applicable sanctions or trade restrictions. Customer represents that neither it nor its Users are listed on any government restricted-party list. Zensai may suspend or terminate access to the Services if Customer violates this provision.
- 18.4 **Anti-Corruption.** Each party agrees to comply with all applicable anti-corruption and anti-bribery laws, including but not limited to the UK Bribery Act 2010 and the U.S. Foreign Corrupt Practices Act (FCPA). Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

- 18.5 **Change of Agreement.** Zensai may, at any time by providing Customer with 30 days' notice, modify this Agreement at any time for legitimate business, legal, or technical reasons, including but not limited to compliance with new laws, security enhancements, improvements to functionality, or changes in the Services or circumstances. Such changes take effect upon posting on Zensai's website and notification (including through the Services) by Zensai. Continued use of the Services after the effective date constitutes acceptance of the revised terms. If Zensai provides Customer such advance notice, unless prohibited by applicable laws, Customer's continued use of the Services after the changes have been made will constitute acceptance of the changes. If Customer does not wish to continue under the terms as modified, the Parties shall enter into a good faith discussion, and if the Parties cannot agree, Customer may terminate the Agreement but for the avoidance of doubt, Customer shall not be entitled to any refund.
- 18.6 **Notices.** Notices or approval must be in writing, in English. Notices may be sent by email. Notices to Zensai must be addressed to legal@zensai.com.
- 18.7 **Assignment.** Neither party may transfer its rights or obligations under this Agreement without the other party's written consent, which shall not be unreasonably withheld. However, either party may assign the Agreement to an affiliate or as part of a merger, acquisition, or sale of most or all assets to which this Agreement relates. This Agreement remains binding on both parties and their successors.
- 18.8 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the Services and supersedes all prior agreements, communications, and representations, whether written or oral. Neither party may claim reliance on statements not expressly included herein. In the event of any conflict or inconsistency between the documents forming part of the Agreement, the following order of precedence shall apply: (i) the Quote shall prevail with respect to any conflict concerning fees, payment terms, or where it expressly states that it overrides a conflicting provision in these Terms or any other document; (ii) the Data Processing Addendum shall prevail over these Terms and the Service Level Addendum concerning all terms related to data processing.
- 18.9 **Waiver.** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.
- 18.10 **Severability.** If any provision in this Agreement is invalid or unenforceable, that provision will be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its invalidity or unenforceability, and the remaining provisions of this Agreement will remain in full force and effect.
- 18.11 **Force Majeure.** Neither party will be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including, but not limited to, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, pandemics, epidemics, civil or military disturbances, nuclear or natural catastrophes, and interruptions, loss, or malfunctions of utilities, communications, or computer (software and hardware) services. Neither party will be liable for any losses, injury, delay or damages suffered or incurred by the other party due to the above causes. The affected party must notify the other and take reasonable steps to mitigate the impact. If the event lasts more than 45 days, either party may terminate this Agreement.
- 18.12 **Independent Contractors.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.
- 18.13 **Third Party Rights.** Except for Zensai's licensors and subcontractors, no third party will be deemed to be an intended or unintended third-party beneficiary of this Agreement.
- 18.14 **Interpretation.** In the event of a dispute between the parties, this Agreement will not be construed for or against either party but will be interpreted in a manner consistent with the intent of the parties as evidenced by the terms of this Agreement.