

MASTER AGREEMENT

This Master Agreement (“**Agreement**”) is entered into between Zingly, Inc., a Delaware corporation (“**Zingly**,” “**We**,” “**Our**” and “**Us**”) and [Customer] (“**You**” and “**Your**”), and is effective as of [Effective Date] (“**Effective Date**”).

This Agreement consists of the terms and conditions set forth below, including any attachments or exhibits that reference this Agreement. The parties are individually a “**Party**” and collectively, the “**Parties**.”

This Agreement permits You to subscribe to Subscription Services and purchase Professional Services. This Agreement governs Your initial purchase of any Subscription Services subscriptions and Professional Services on the Effective Date as well as any future purchases made by You that reference this Agreement.

Accepted and agreed to as of the Effective Date by the authorized representative of each Party:

Customer (“”) ADDRESS	Zingly, Inc. 2380 Ashbourne Dr. San Ramon, CA 94583 USA
Signature	Signature
Name	Name
Title	Title

Address for Notice Purposes:

You: [] [] Attention: []	Zingly, Inc. 2380 Ashbourne Dr. San Ramon, CA 94583 USA Attention: Brian Schnack
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1. REQUESTS FOR SERVICES

- 1.1 Provision of Services.** Under the terms of this Agreement, We shall provide the Services requested by You pursuant to one or more Orders made available to You. Each Order must reference this Agreement, and will be binding when signed by both Parties.
- 1.2 Subscription Term.** Each subscription to Subscription Services is made available to You for a term (“**Subscription Term**”) as designated on the applicable Order at the Fees set forth on the Order. In the case of Evaluation License (“**Trial Version**”; see 2.2 below), there will typically be no Order form.

1.3 Authorized Users. Unless otherwise expressly set forth in the applicable Order, Subscription Services may only be accessed and used by Your Authorized Users and any use of the Subscription Services by each such Authorized User is solely for Your benefit or that of Your Affiliate. You are responsible for breaches of this Agreement by Your Affiliates and Authorized Users.

2. SUBSCRIPTION SERVICES

2.1 Access to Subscription Services. You and Your Authorized Users may access and use Subscription Services during the applicable Subscription Term and in accordance with the terms and conditions of this Agreement and the Transaction Documents. You acknowledge that the Subscription Services are offered as a hosted solution, and that You have no right to obtain a copy of the underlying computer code as part of the Subscription Services. We may change and update the Subscription Services, provided that such updates will not materially decrease the overall functionality of the applicable Subscription Services.

2.2 Evaluation License. We may make certain Subscription Services available to You on a trial basis (“**Trial Version**”). The Trial Version may be used only to review, demonstrate and evaluate the applicable Subscription Services and may have limited features. Your access to the Trial Version will cease upon the expiration of the applicable evaluation period set forth in the applicable Order; provided that, unless specifically stated otherwise in the Order, We may terminate Your access to the Trial Version at any time, including prior to the end of the applicable evaluation period. Additional trial terms and conditions may appear on the Order. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

If there is no applicable Order, Your access to the Trial Version will cease upon the expiration of the mutually-agreed two week period (or otherwise, if agreed to in writing between You and Zingly CEO) following what Zingly considers “Go Live” under which You and Your Customers are using Zingly.

2.3 General Restrictions. You shall not, and shall not permit any Authorized User or third party to: (a) modify, copy, duplicate, create derivative works from, frame, mirror, scrape, sell, rent, lease, loan, license, distribute, provide access to, sublicense, or otherwise make available the Subscription Services or Documentation to a third party (except as expressly permitted in accordance with this Agreement) or in a service bureau or outsourcing offering; (b) use the Subscription Services to provide, or incorporate any portion of the Subscription Services into, any service for the benefit of a third party; (c) access all or any part of the Subscription Services in order to build a product or service which competes with the Subscription Services; (d) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public APIs to the Subscription Services, except to the extent expressly permitted by applicable law (and then only upon advance written notice to Us); (e) remove or obscure any government restricted rights, or other proprietary or confidentiality notices or legends that are placed or embedded by Zingly or its suppliers or licensors in any software, are displayed when any software is run, or applied to the Subscription Services, Documentation, or any other materials provided under this Agreement; (f) use Subscription Services in violation of the Acceptable Use Policy; (g) interfere with or disrupt the

Subscription Services, Our systems or any third party systems used to host the Subscription Services, or other equipment or networks used to host the Subscription Services; or (h) circumvent the Authorized User authentication or security of the Subscription Services or any host, network or account related to the Subscription Services. As an exception to the above, You may make a reasonable number of copies of the Documentation for Your internal business purposes only. You shall use the Subscription Services only for lawful purposes and in conformance with this Agreement.

2.4 User ID and Password Protection. You shall require that each named Authorized User has a single unique User ID and Login password (“**User Credentials**”) and keeps their User Credential information strictly confidential and does not share such information with any unauthorized person. We shall not have any liability under this Agreement for actions taken using the User Credentials, including any unauthorized use or access caused by misuse or misappropriation of such User Credentials. You must immediately take all necessary steps, including providing notice to Us, to effect the termination of access for any Authorized User (a) upon the Authorized User’s termination of access rights (whether through termination of employment, cessation of customer relationship, or otherwise), (b) if there is any compromise in the security of passwords, or (c) if unauthorized use is suspected or has occurred. Access and use of the Subscription Services by an Authorized User shall always be on Your behalf.

2.5 Usage Confirmation. From time to time during the term of this Agreement and for one year thereafter, We may, on Our own or through a third party, confirm Your use of the Subscription Services and Your compliance with the provisions of this Agreement. Any such confirmation may take place either remotely or at Your site, and if on-site will occur no more than once annually and following 30 days’ written notice at a time agreed to by the Parties, with neither Party to unreasonably withhold or delay its agreement. All inspectors participating in on-site inspections will be subject to customary confidentiality obligations. You are liable to Us for use of the Subscription Services that exceeds the applicable limitations and restrictions specified on the applicable Order.

2.6 Limiting Routine. The Subscription Services contain a routine designed to disable the Subscription Services, as applicable, at the end of the Subscription Term unless the subscription is renewed prior to the expiration of that Subscription Term. You acknowledge that if We have not issued You a renewal prior to the expiration of the Subscription Term, the Subscription Services will cease to operate or Your access to the Subscription Services will cease, as applicable.

3. SUPPORT; PROFESSIONAL SERVICES.

3.1 Support. We provide, at no additional charge, technical support (“**Support**”) in accordance with Our Support Exhibit set forth in Exhibit A. You consent to remote access by Zingly in order to provide Support for Subscription Services. You must accept upgrades on the applicable upgrade schedule in order to maintain access to the Subscription Services.

3.2 Updated Terms. The Acceptable Use Policy, Support Exhibit and Data Security Exhibit may be updated from time to time upon reasonable notice to You (which may be provided through the Subscription Services, by way of email, or otherwise) to reflect process improvements or changing practices, but any such modifications will not materially diminish Our obligations.

3.3 Professional Services. No Professional Services are required or included as part of this Agreement.

3.4 Access to Locations. You shall grant to Us access to the physical locations of your business and to relevant personnel at all times reasonably requested by Us in order to perform Support or Professional Services, as applicable.

4. SOURCE DATA PRIVACY

4.1 Rights in Source Data. Any data specified in an Order that Authorized Users are permitted to input or upload to the Subscription Services is “**Source Data.**” As between the Parties, You or Your licensors retain all right, title and interest (including any and all intellectual property rights) in and to Source Data as provided to Us. You hereby grant to Us and Third Party Suppliers a non-exclusive, fully-paid up, worldwide, transferable license to access, use and create derivative works of Source Data in connection with (a) processing, providing, distributing, monitoring, displaying, managing, administrating, modifying, performing, supporting and enhancing the Subscription Services, (b) creating De-Identified Data, or (c) carrying out legal responsibilities of Zingly. This license includes the right of Zingly to permit its subcontractors to exercise any right granted under the license. You agree that Zingly retains all right, title, and interest to transactional and performance data (exclusive of Source Data) related to use of the Services (“**Usage Data**”) and that Zingly is permitted to use such data for its business purposes (including use optimization and product marketing); *provided*, that such use does not reveal Your identity, or the identity of any employee or supplier of Yours, or specific use characteristics that may be identified to You. You hereby assign to Zingly all right, title and interest in and to the Usage Data and De-Identified Data, including the right to use, license, import, modify, copy, transmit, display, reproduce, distribute (directly or indirectly), create derivative works based upon, aggregate with other data, and otherwise exploit Usage Data and De-Identified Data to enhance current or future products, software or services of Zingly, or for any other commercial and business purposes. Zingly’s rights in the Subscription Services, as described in Section 5 (Intellectual Property), include rights in report formats, data models, libraries, run time elements and other copyrightable or proprietary Zingly materials incorporated by the Subscription Services into the data generated, managed or stored using the Subscription Services or into any reports or analyses based on that data; *provided*, however, that to the extent the foregoing is included in reports and analyses prepared for You, You and Your Authorized Users have a perpetual, royalty-free, fully-paid, non-exclusive, irrevocable right and license to use, reproduce, modify, distribute, and create derivative works of such reports and analyses, including content contributed by the Subscription Services for reasonable business purposes, only to the extent such content does not include Zingly Confidential Information.

- 4.2 Uploads of Source Data.** You are responsible for inputting, uploading, furnishing, and transferring Source Data to Us in connection with the Subscription Services or Professional Services and shall provide Source Data in a format consistent with the requirements as specified by Us. Errors in inputting, uploading, furnishing, and transferring Source Data into the Subscription Services due to defective media, erroneous data or failure to meet such requirements may cause Source Data to be rejected by the Subscription Services and We have no responsibility for any related impact on Your or Authorized Users' ability to access or use the Subscription Services. We are not responsible for and do not give any assurances to You or any other entity or person regarding the accuracy, quality, integrity, legality, reliability, appropriateness, validity, value, usefulness, or copyright of Source Data. You are responsible for obtaining and maintaining all necessary rights, permissions, consent and authorizations to provide the Source Data to Zingly under this Agreement.
- 4.3 Processing of Personal Information in Source Data.** The Parties shall abide by the terms of the Data Processing Addendum ("DPA") set forth in the attached Exhibit C. The DPA shall apply to and govern all activities concerning the processing of personal data and personal information (as defined in the DPA) in connection with this Agreement. In providing the Services, We will comply with the data security requirements identified in Exhibit D, or as provided under an executed Order.
- 4.4 Protected Health Information.** You shall not provide or otherwise transmit Protected Health Information into the Subscription Services or otherwise to Us.
- 4.5 Data Security.** During the term of this Agreement, Zingly shall maintain a formal security program that conforms materially in accordance with industry standards, which program is designed to (a) ensure the security and integrity of Source Data, (b) protect against threats or hazards to the security or integrity of Source Data; and (c) prevent unauthorized access to Source Data. Such security program will conform to the Zingly Data Security Exhibit attached hereto as Exhibit D. You are responsible for employing commercially reasonable efforts to implement appropriate security measures to protect Your data, internal infrastructure, and systems while using the Subscription Services provided under this Agreement.
- 5. INTELLECTUAL PROPERTY.** You acknowledge that We or Our suppliers retain all right, title and interest (including all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Subscription Services, Professional Services, all Documentation, and any and all related and underlying technology and documentation; and any derivative and transformative works, modifications, or improvements of any of the foregoing, including any that incorporate Feedback (collectively, "**Zingly Technology**"). Except for the express limited rights set forth in this Agreement, no right, title or interest in any Zingly Technology is granted to You. We may freely use, without restriction or royalty, and incorporate into the Zingly Technology, products and services any suggestions, enhancement requests, recommendations, requirements, corrections, and

feedback provided by You or by any Authorized Users (“**Feedback**”). You have no obligation to provide Feedback.

- 6. CONFIDENTIAL INFORMATION.** Each Party (as “**Receiving Party**”) shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (a) not use any Confidential Information of the disclosing Party (the “**Disclosing Party**”) for any purpose outside the scope of this Agreement, and (b) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates’ employees and contractors who need that access for purposes consistent with this Agreement and who are bound by confidentiality obligations which are not materially less protective of the Confidential Information than those herein. The Receiving Party may make disclosures to the extent required by law or court order, *provided* the Receiving Party notifies the Disclosing Party in advance and cooperates in any effort to obtain confidential treatment.

7. FEES

- 7.1 Order Duration.** Prices and Fees for Services are set forth in the applicable Order (if provided). An Order will be valid for acceptance until the end of the period identified in the Order, or if no period is stated in the Order, the Order will be valid for acceptance until 60 days from the date of issuance. References in this Agreement, including any Orders and any invoice to “dollars” or “\$” are to U.S. dollars unless otherwise specified.

- 7.2 Fees and Payment.** All Fees and payments are Net 30 terms (to be paid within 30 full calendar days of the applicable invoice date) unless otherwise agreed upon and set forth on the applicable Order. Except as expressly set forth in this Agreement, all payment obligations are non-cancelable, and Fees are non-refundable. Late payments are subject to interest of 1.5% per month on unpaid balances where permitted by law.

- 7.3 Taxes.** All Fees are exclusive of any Taxes imposed or levied by any government or governmental agency, whether domestic or foreign, or assessed by any jurisdiction. You are responsible for paying all Taxes associated with Your purchase of Subscription Services subscriptions and any Professional Services under this Agreement. If We have the legal obligation to pay or collect Taxes for which You are responsible under this Agreement, You shall pay that amount unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority.

8. TERM AND TERMINATION

- 8.1 Term.** This Agreement is effective as of the Effective Date and continues until one year after all Orders have expired or have otherwise been terminated, unless terminated earlier in accordance with this Agreement.

- 8.2 Termination for Cause.** Either Party may terminate this Agreement if the other Party (a) fails to cure any material breach of this Agreement (including a failure to pay Fees) within 30 days after written notice; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that Party and is not dismissed within 60 days. If this Agreement is terminated, all Orders are simultaneously terminated.
- 8.3 Effect of Termination.** Upon any expiration or termination of this Agreement or non-renewal of any Subscription Services subscription for any reason, (a) You shall immediately cease use of the Software, and (b) You will no longer have access to the Subscription Services (if any) or Source Data. You must delete or return to Us all copies of the Documentation, any Authorized User passwords or access codes, any Zingly Technology, and any other Zingly Confidential Information in Your possession. Upon Our request, You shall provide Us with a written certification of such deletion. You shall not be entitled to a refund of any Fees and remain liable to pay Us for any remaining payments due, unless We are found to be the breaching Party.
- 8.4 Content Retrieval.** To retrieve Source Data after expiration or termination of an Order, You must notify Us in writing within 60 days following expiration or termination of the Order, and additional Fees may apply. Any access We provide You to the Subscription Services after expiration or termination of Your subscription is subject to the applicable terms and conditions of this Agreement.
- 8.5 Survival.** The following Sections will survive any expiration or termination of this Agreement: 2.3 (General Restrictions), 2.5 (Usage Confirmation), 4.1 (Rights in Source Data), 5 (Intellectual Property), 6 (Confidential Information), 7 (Fees), 8.3 (Effect of Termination), 8.4 (Content Retrieval), 8.5 (Survival), 9.3 (Warranty Disclaimer), 10 (Indemnification), 11 (Limitations of Liability), 12 (General Terms), 13 (Definitions), and any other Sections which by their nature should survive.
- 8.6 Suspension of Service Access.** In addition to any of Our other rights or remedies (including any termination rights) set forth in this Agreement, We reserve the right to suspend Your access to the Services; (a) if We deem such suspension necessary as a result of Your breach of Section 2.3 (General Restrictions); (b) if We reasonably determine suspension is necessary to avoid material harm to Us or Our other customers, including if the Services are experiencing denial of service attacks, mail flooding, or other attacks or disruptions outside of Our control; or (c) as required by law or at the request of governmental entities.

9. WARRANTIES

- 9.1 General Warranties.** Each Party represents and warrants to the other that it has the full power, right and authority to enter into and carry out its obligations under this Agreement and the Transaction Documents. Each Party warrants that it shall comply with the laws and regulations of all applicable countries that are applicable to the performance of its obligations under this Agreement.

9.2 Subscription Services Warranty. We warrant that the Subscription Services will operate in substantial conformity with its Documentation. We shall use commercially reasonable efforts to correct a reported non-conformity, at no charge to You, or if We determine such remedy to be impracticable, either Party may terminate the applicable Subscription Services and We will refund to You the pro-rata amount of any prepaid Fees for the remaining then-current Subscription Term. The preceding sentence is Your sole and exclusive remedy for a breach of the warranty set forth in this Section 9.2. This warranty will not apply: (a) unless You make a claim within 30 days of the date on which You first noticed the non-conformity, or (b) when the non-conformity was caused by misuse, unauthorized modifications, computer viruses and other changes to Your operating system or environment which adversely affect the Subscription Services (except to the extent that such virus or unauthorized code is caused by the negligent or willful acts or omissions of Zingly or any of its employees, subcontractors or licensors), third-party hardware, software or services not provided by Us, acts of God, electrical power surges, or other causes external to the Subscription Services.

9.3 Warranty Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 9 (WARRANTIES), THE SUBSCRIPTION SERVICES AND ALL SUPPORT AND PROFESSIONAL SERVICES ARE PROVIDED “AS IS” AND WE MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. WE DO NOT WARRANT THAT THE USE OF THE SUBSCRIPTION SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, NOR DO WE WARRANT THAT WE WILL REVIEW SOURCE DATA FOR ACCURACY OR THAT WE WILL PRESERVE OR MAINTAIN SOURCE DATA WITHOUT LOSS. WE SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN THE USE OF TELECOMMUNICATIONS, INCLUDING THE INTERNET AND OTHER FORMS OF ELECTRONIC COMMUNICATIONS OR FOR ISSUES RELATED TO THIRD-PARTY HOSTING PROVIDERS WITH WHOM YOU SEPARATELY CONTRACT. YOU MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, ARE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW.

10. INDEMNIFICATION

10.1 Indemnification by Us. We shall defend or settle at Our expense any third party claim brought against You, Your Affiliates, and Your respective directors, officers, members, shareholders and personnel (collectively, “**Your Indemnified Parties**”) alleging that the Subscription Services, when used as authorized under this Agreement, infringes such third-party’s copyright, patent or trademark and We shall indemnify and hold Your Indemnified Parties harmless from and against any damages and costs awarded against Your Indemnified Parties or agreed in settlement by Us (including reasonable attorneys’ fees) resulting from such claim, *provided* that You immediately notify Us of such claim, allow Us to control the defense, litigation or settlement of such claim, and cooperate with Us in the investigation, defense, and/or settlement of such claim. If any infringement claim with respect to Your access to, or use of, the Subscription Services may be or has been asserted, We shall, at Our option and expense, (a) procure the right to continue accessing and using the Subscription Services, (b) replace or modify the Subscription Services to eliminate the

infringement while providing functionally equivalent performance, or (c) if neither of (a) and (b) are reasonably feasible, terminate the applicable Order and provide a pro-rata refund of any prepaid Fees for the remaining then-current Subscription Term. We have no indemnity obligation to Your Indemnified Parties to the extent any infringement or misappropriation claim results from (i) a correction or modification to the Subscription Services not provided by or on behalf of Us, (ii) materials provided by one or more of Your Indemnified Parties in connection with requested customizations or modifications of the Subscription Services, (iii) Source Data, or (iv) use, combination, or incorporation of the Subscription Services, or improvements thereto, with products or services not provided by Us. You acknowledge that the indemnification in this Section 10.1 states Your exclusive remedy and Our sole liability in connection with any claim of infringement.

10.2 Indemnification by You. You shall indemnify and hold harmless Us, Our Affiliates, and Our respective directors, officers, members, shareholders and personnel (collectively, “**Our Indemnified Parties**”) from and against any damages and costs awarded against Our Indemnified Parties or agreed in settlement by You (including reasonable attorneys’ fees) from and against any claim by a third party arising from or relating to (a) Your use of the Subscription Services (except to the extent such use is included in Our indemnification obligation in Section 10.1 (Indemnification by US)); (b) Source Data or any product or service offered by You in connection with or related to Your use of the Subscription Services; (c) Your use, combination, or incorporation of the Subscription Services, or improvements thereto, with products or services not provided by Us; or (d) Your violation of any applicable law or regulation or in violation of legal rights of others, including intellectual property rights or data protection regulation, rules, or laws.

11. LIMITATIONS OF LIABILITY

11.1 Exclusion of Damages. EXCEPT FOR BREACHES OF YOUR OBLIGATIONS UNDER SECTION 2.3 (GENERAL RESTRICTIONS) AND REGARDING A PARTY’S OBLIGATIONS UNDER SECTION 6 (CONFIDENTIAL INFORMATION) OR SECTION 10 (INDEMNIFICATION), NEITHER PARTY NOR ITS AFFILIATES SHALL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, INTERRUPTION OF BUSINESS, COSTS OF DELAY, OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. SOME STATES AND JURISDICTIONS, INCLUDING MEMBER COUNTRIES OF THE EUROPEAN ECONOMIC AREA, DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE FOREGOING LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

11.2 Liability Cap. EXCEPT FOR BREACHES OF YOUR OBLIGATIONS UNDER SECTION 2.3 (GENERAL RESTRICTIONS) AND REGARDING A PARTY’S OBLIGATIONS UNDER SECTION 10 (INDEMNIFICATION), EACH PARTY’S AND ITS AFFILIATES’ ENTIRE LIABILITY TO THE OTHER PARTY AND ITS AFFILIATES (FOR DAMAGES OR LIABILITY OF ANY TYPE) WILL NOT EXCEED THE AMOUNT ACTUALLY PAID (OR WITH

RESPECT TO CLAIMS FOR FEES DUE, PAYABLE) PURSUANT TO THE ORDER THAT IS THE SUBJECT OF THE APPLICABLE CLAIM DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11.3 Failure of Essential Purpose. The limitations specified in this Section 11 (Limitations of Liability) will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

12. GENERAL TERMS

12.1 Assignment. This Agreement will bind and inure to the benefit of each Party's permitted successors and assigns. This Agreement and any Order may not be resold, assigned or otherwise transferred to another person or entity without Our written permission. Any attempt to transfer or assign this Agreement except as expressly authorized under this Section will be null and void.

12.2 Severability. If any provision of this Agreement is held invalid or unenforceable by competent authority, such provision shall be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it then appears. The total invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions hereof and this Agreement will be construed in all respects as if such invalid or unenforceable provision were omitted.

12.3 Dispute Resolution. Before either Party seeks any form of legal relief (except for a provisional remedy as explicitly set forth in Section 12.5 (Injunctive Relief)), the Party shall provide written notice to the other Party of the specific issue(s) in dispute (and reference the relevant provisions of the contract between the Parties that are allegedly being breached). Within 10 business days after such notice, knowledgeable executives of the Parties shall hold at least one meeting (in person or by video- or tele-conference) for the purpose of attempting in good faith to resolve the dispute. If the matter has not been resolved within 30 business days from the referral of the dispute to the executives, or if no meeting of the executives has taken place within 10 business days after the referral, either Party may initiate mediation as follows. The dispute shall be submitted to mediation to the American Arbitration Association, JAMS, or another mediator mutually agreed upon by the Parties. The mediation will be administered at the mediator's office location closest to the Party requesting mediation or by video-conference. If the mediation process has not resolved the dispute within 30 business days, or such longer time if agreed by the Parties, the mediation process will cease and either Party may bring an action in court. If a negotiator intends to be accompanied at a meeting by an attorney, the other negotiator will be given at least three days' notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this provision are confidential and will be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence. The dispute resolution procedures in this Section will not apply to claims subject to indemnification under Section 10 (Indemnification) or prior to a Party seeking a provisional remedy related to claims of misappropriation or ownership of intellectual property, trade secrets or Confidential Information.

- 12.4 Governing Law; Jurisdiction and Venue.** This Agreement is governed by and construed in accordance with the laws of the State of California, USA, expressly excluding the application of its conflicts of law's provisions. Venue will be exclusively in the state or federal courts located in Contra Costa County, CA. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.
- 12.5 Injunctive Relief.** Either Party may enforce any provision of this Agreement by obtaining equitable relief, in addition to all other remedies at law or under this Agreement. The Parties' remedies at law for a breach of any provision of this Agreement, including for the breach or threatened breach of Our rights in the Subscription Services, are inadequate and the non-breaching Party will suffer irreparable harm from any such breach. The rights and remedies of the Parties under this Agreement are cumulative and not alternative and are in addition to any other right or remedy set forth in any other agreement between the Parties, or which may now or subsequently exist at law or in equity, by statute or otherwise.
- 12.6 Notice.** Any notice or communication required or permitted under this Agreement will be in writing delivered to the Parties at the addresses for notice set forth on the first page of this Agreement or at such other address as may be given in writing by either Party to the other in accordance with this Section and will be deemed to have been received by the addressee: (a) if given by hand, immediately upon receipt; (b) if given by overnight courier service, the first business day following dispatch; or (c) if given by registered or certified mail, postage prepaid and return receipt requested, the second business day after such notice is deposited in the mail.
- 12.7 Waivers.** No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the Party claimed to have waived.
- 12.8 Entire Agreement; Amendments.** This Agreement, its Exhibits, Orders, and any terms located at a URL referenced herein, including the [Acceptable Use Policy](#), and any purchase confirmation, receipt, and invoice You receive from Us, constitute the entire agreement between the Parties respecting Your use of the Subscription Services and Professional Services, and supersede any prior written or oral agreements between the Parties. Except as set forth in this Section, any variation in the terms and conditions of this Agreement in any document not signed by You and Us will be of no force and effect.
- 12.9 Third Party Beneficiaries.** There are no third-party beneficiaries under this Agreement except as set forth in Section 10 (Indemnification).
- 12.10 Force Majeure.** If a Party cannot comply with this Agreement because of an event beyond its reasonable control, such as pandemic, epidemic, fire, order of a court of competent jurisdiction (other than an order in any action to which the affected Party was a party), executive decree or order, act of God or public enemy, war, riot, civil commotion, earthquake, accident, explosion, casualty or embargo (except for a failure to pay Fees), then its performance under this Agreement

(to the extent affected) will be suspended while the event occurs. In addition, We shall not be liable for failure to perform hereunder due to the inability of You, Us, or any other person to connect to the Internet, or any other failure or unavailability of the Subscription Services or Internet connectivity due to fiber optic cable cuts, interruption or failure of digital transmission links, hacker attacks, acts of nature, or any other cause beyond Our control or exercise of Our rights under this Agreement.

12.11 Independent Contractors. The Parties are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the Parties. Neither Party has the power to bind the other or incur obligations on the other Party's behalf without the other Party's prior written consent.

12.12 Export Control. You shall comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, (a) You represent and warrant that neither You nor Your owners, officers, directors, member company(ies) and those of Your Affiliates are listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country, and (b) You shall not (and shall not permit any third parties to) access or use the Subscription Services in violation of any U.S. export embargo, prohibition or restriction.

12.13 Priority of Documents; Interpretation. In the case of conflicts or inconsistencies between the terms of this Agreement and any Order or Exhibit hereto, the terms of this Agreement will prevail, except as specifically stated otherwise in such Order or Exhibit. No provision of any purchase order or other business form employed by You will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement will be for administrative purposes only and will have no legal effect. Unless business days are specified, all references to "days" means calendar days and the word "including" means "including without limitation".

12.14 Execution; Counterparts. This Agreement may be executed using industry standard digital signatures, and in counterparts, each of which will be deemed an original and all of which together will be considered one and the same agreement.

13. DEFINITIONS

"Affiliate" means an entity that, directly or indirectly, owns or controls, is owned or is controlled by, or is under common ownership or control with a Party. As used herein, "control" means the power to direct the management or affairs of an entity and "ownership" means the beneficial ownership of more than 50% of the voting equity securities or other equivalent voting interests of an entity.

"Authorized User" has the meaning set forth in the applicable Order, except that if no definition is set forth in the Order, it means (a) You or Your Affiliate's personnel only as reasonably necessary for them to provide services and support for Your business, and (b) contractors engaged by You or Your Affiliate to

conduct information processing, programming, network services, disaster, backup or recovery services, or other similar services reasonably necessary for the operation of Your business.

“Confidential Information” means (a) any software used by Zingly in the provision of the Subscription Services and their respective source codes, as well as data and database technologies; (b) Source Data; (c) Personal Data (as defined in Exhibit C); (d) each Party’s business or technical information, including the Documentation, training materials, any information relating to software plans, designs, costs, prices and names, notes, analyses, compilations, studies, interpretations, finances, marketing plans, business opportunities, personnel, research, development or know-how that is designated by the Disclosing Party as “confidential” or “proprietary” or the Receiving Party knows or should reasonably know is confidential or proprietary; (e) the terms, conditions and pricing of this Agreement (but not its existence or parties); and (f) all information, including data, specifications, product description, etc., first made available by Zingly to You through the Subscription Services. Confidential Information does not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the other Party; (ii) was known to a Party prior to its disclosure by the other Party without breach of any obligation owed to the other Party; (iii) was independently developed by a Party without breach of any obligation owed to the other Party; or (iv) is received from a third party without breach of any obligation owed to the other Party. Protected Health Information is not subject to the foregoing exclusions.

“De-Identified Data” means data, including Source Data, that has been de-identified to remove all personal information by You, Zingly, or a third party, however provided and designated, marked or labeled.

“Documentation” means Our technical documentation and usage guides for the applicable Subscription Services, as updated from time to time and made available to You.

“Fees” means the fees payable by You under a Transaction Document.

“Order” means Our requesting document (including orders and statements of work) referencing this Agreement and specifying the Subscription Services and/or Professional Services to be provided hereunder that is entered into between You and Us, including any addenda and supplements thereto.

“Professional Services” means the professional services identified in an Order.

“Protected Health Information” means any individually identifiable health information that is subject to the (a) Health Insurance Portability and Accountability Act of 1996, as amended (“**HIPAA**”), or any regulations promulgated thereunder, including without limitation the HIPAA Privacy Rule, or (b) any international, national or state laws similar to the foregoing.

“Services” means Subscription Services, Professional Services, and similar services provided by Zingly.

“Subscription Services” means software and related services provided by Zingly on a software as a service basis, excluding Professional Services.

“Taxes” or **“Tax”** includes any and all U.S. federal, state, local and non-U.S. taxes, assessments and other governmental charges, tariffs, duties, stamp, withholding, impositions and liabilities, sales, use, value

added, ad valorem, assessment or similar charge of any kind together with all interest, penalties, and additions whatsoever imposed by a governmental authority with respect to such amounts computed in any manner whether disputed or not.

“Third Party Suppliers” means any third party who supplies a software application or other service that is included as part of the development or provision of the Subscription Services.

“Transaction Documents” include, as applicable, the following Zingly-generated documents: invoices, renewal notices, and Orders, each as accepted by both Parties, together with applicable service descriptions, license information documents, and supplements and attachments that are referenced in the Transaction Document and have been made available to You at or before the time of execution of the underlying Transaction Document.

Exhibit A

Support Exhibit

We shall provide the standard support services to You for the Subscription Services as described in this Support Exhibit (the “Standard Support”). We shall provide upgraded support services to You if purchased by You and as set forth in an Order. Capitalized terms not defined in this Support Exhibit are defined in the Master Agreement.

1. General

We shall monitor, maintain, and support Subscription Services to ensure that the Subscription Services (a) are available for access, use and operation by You and your Authorized Users, and (b) perform and operate in accordance with the Documentation, this Support Exhibit, and the other terms and conditions of the Agreement.

2. Maintenance; Updates and Upgrades

We shall continuously monitor and maintain the Subscription Services, identifying any performance issues or security vulnerabilities and promptly taking action to address those issues. We shall promptly repair or replace the Subscription Services, and portions thereof that fail to comply with the Agreement or otherwise have any bugs, defects or errors (collectively, “Errors”).

We shall at all times during the Subscription Term make available to You a version of the Subscription Services that includes all patches, enhancements, updates, upgrades, and new versions of the Subscription Services, in each case to the extent that We make them generally available at no charge to other customers (“Updates”). All Updates will be deemed part of the Subscription Services and will be covered by the maintenance and support services in this Support Exhibit.

No Update or provision of maintenance and support services (a) will impair the operation or disable or inhibit any functions or features of the Subscription Services; (b) cause a loss of functionality as provided in the Documentation or that are available to You as of the Effective Date; (c) cause performance of the Subscription Services to be degraded; or (d) adversely affect form, fit, function, reliability, safety or serviceability of the Subscription Services or their compliance with all of the requirements of this Agreement.

3. Response Time Targets

The chart set forth below includes response time targets for Standard Support, per severity. You will initially define the severity of a given issue submitted, however, We ultimately determine the severity. We will use commercially reasonable efforts to respond to a given issue pertaining to the Subscription Services in accordance with the timing set forth below.

Support Hours	Critical	Major	Moderate	Minor
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Monday – Friday, 6 am – 6 pm US Pacific Time	1 hour (24/7)	2 business hours	1 business day	5 business days
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4. Availability

“Availability” is a measure of the time that You are guaranteed that the Subscription Services will be available. “Target Availability” is Availability expressed on a monthly basis.

Description	Availability	Target Availability
Subscription Services	24 hours per day, 7 days per week	98.0%

Excluded from the measure of Availability are the following (collectively, the “Downtime Exclusions”):

- Downtime for Scheduled Maintenance. For the purpose of this Support Exhibit, “Scheduled Maintenance” means any non-emergency maintenance on the Subscription Services of which You are notified at least 24 hours in advance;
- Downtime caused by acts or omissions of You, or any use or user of the access granted to You whether unauthorized or not;
- Downtime caused by reasons beyond Our reasonable control; or
- Downtime caused by any network or telecommunications service provider.

Any downtime which is not within one or more of the Downtime Exclusions is referred to herein as “Eligible Downtime”.

Exhibit B
Professional Services

This exhibit is not relevant for agreements under Evaluation License.

EXHIBIT C

Data Processing Addendum

This Data Processing Addendum (“**Addendum**”) to the Agreement sets forth confidentiality, security, and data privacy requirements with respect to Personal Data that is Processed by Zingly, Inc. (“**Zingly**”) in connection with the provision of the Services (as defined below). This Addendum constitutes a data processing agreement for the purposes of Applicable Data Protection Law. This Addendum is deemed part of the Agreement. The provisions of this Addendum will apply if there is a conflict between this Addendum and the Agreement. Unless otherwise defined in this Addendum, all capitalized terms used in this Addendum have the meanings given to them in the Agreement.

- 1. Definitions.** For the purposes of this Addendum unless the context requires otherwise, the following terms are defined below:

“**Applicable Data Protection Law**” means California Data Protection Law, the Virginia Consumer Data Protection Act, Colorado Data Privacy Act, other state and federal statutes relating to Processing of information relating to a Data Subject, and all amendments and regulations promulgated thereto, as well as any legislation replacing or updating the foregoing.

“**Business,**” “**Business Purpose,**” “**Commercial Purposes,**” “**Sell,**” and “**Service Provider**” has the meanings given to those terms in California Data Protection Law.

“**California Data Protection Law**” means the California Consumer Privacy Act of 2018 and the California Privacy Rights Act and all amendments and regulations promulgated thereto, as well as any legislation replacing or updating the foregoing.

“**Data Subject**” means an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“**Personal Data**” means information You provide to Zingly that: (a) identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, consumer, or household; and (b) is regulated as personal information, personal data, personally identifiable information, personal health information, individually identifiable health information, protected health information, or otherwise under any Applicable Data Protection Law. De-Identified data (i.e., data that cannot reasonably be linked to an identified or identifiable natural person, or a device linked to such person) and anonymized data (i.e., data that has been permanently disassociated from personal identifiers) are not Personal Data.

“**Personal Data Breach**” means a breach of security leading to the misappropriation or accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data

transmitted, stored or otherwise Processed on Zingly systems or the Services environment that compromises the security, confidentiality or integrity of such Personal Data.

“Processing” (and **“Process”**) means any operation or set of operations which is performed on data or sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“Sub-Processor” means any party, other than an employee of Zingly, appointed by Zingly to Process Personal Data in connection with the Agreement.

2. Relationship of the Parties. With respect to Personal Data subject to Applicable Data Protection Law, You are a Business or equivalent term, and Zingly is a Service Provider or equivalent term. In keeping with such designations, Zingly shall Process such Personal Data only on Your behalf and only for Your own business or Commercial Purposes.

3. Purposes of Processing.

3.1 Permitted Processing. Zingly shall Process Personal Data solely as necessary to perform its obligations under the Agreement, to prepare De-Identified Data, and as otherwise agreed in writing by the Parties, strictly in accordance with the Agreement and Applicable Data Protection Law (the **“Permitted Purposes”**).

3.2 Restrictions on Processing. Zingly shall not: (a) disclose Personal Data to any third party without Your prior written consent, unless (i) such third party has been specifically identified and approved by You in the Agreement to receive or Process Personal Data, and (ii) disclosure is necessary to perform the Services; or (b) use Personal Data for its own purposes without Your prior written consent. In furtherance of the foregoing, Zingly shall not: (1) sell, license, lease, timeshare, rent, or otherwise exchange Personal Data for monetary or other consideration; (2) retain, use, or disclose such Personal Data for any purpose other than for the specific purpose of performing the Services; (3) retain, use, or disclose such Personal Data for a Commercial Purpose other than providing the Services; or (4) retain, use or disclose such Personal Data outside of the direct business relationship between Zingly and You. Zingly certifies that it understands the restrictions in this Section 3.2 and will comply with them.

4. Confidentiality Obligations. Zingly shall ensure that any person that it authorizes to Process Personal Data (including but not limited to Zingly’s employees, contractors and other individuals engaged to provide the Services) (**“Authorized Personnel”**) shall be subject to a strict duty of confidentiality, including without limitation any obligations of confidentiality that are set forth in the Agreement, and shall not permit any person who is not under such a duty of confidentiality to Process Personal Data. Zingly shall ensure that all Authorized Personnel use Personal Data solely to the extent necessary for the Permitted Purposes.

- 5. Cooperation.** Zingly shall provide all reasonable and timely assistance to You to enable You to respond to: (i) any request from a Data Subject to exercise any of their rights under Applicable Data Protection Law (including without limitation rights of access, correction, objection, erasure and data portability, as applicable); and (ii) any other request, correspondence, inquiry or complaint received from a Data Subject, regulator or other third party in connection with the Processing of Personal Data provided by You (each, an **"Inquiry"**). If any Inquiry is made directly to Zingly, Zingly shall promptly inform You, providing full details of the Inquiry, and Zingly shall refrain from responding to such Inquiry unless required by law or authorized by You.
- 6. Security.**
- 6.1 Security Measures.** Zingly will maintain and use appropriate safeguards to prevent unauthorized access to or use of the Personal Data, and to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of information or data that Zingly processes in the course of providing the Services. Such safeguards are described in Exhibit D – Data Security.
- 6.2 Notification.** Zingly will notify You of a confirmed Personal Data Breach without undue delay but at the latest within forty-eight (48) hours. As information regarding the Personal Data Breach is collected or otherwise reasonably becomes available to Zingly, Zingly will also provide You with (i) a description of the nature and reasonably anticipated consequences of the Personal Data Breach; (ii) the measures taken to mitigate any possible adverse effects and prevent a recurrence; and (iii) where possible, information about the types of Personal Data that were the subject of the Personal Data Breach. You agree to coordinate with Zingly on the content of Your intended public statements or required notices for the affected individuals and/or notices to the relevant regulators regarding the Personal Data Breach.
- 7. Deletion or return of Personal Data.** Upon termination of the Services, Zingly will promptly return or delete any remaining copies of Personal Data on Zingly's systems or Services environments, except as otherwise stated in the Agreement.
- 8. Audit.** Upon reasonable request, Zingly shall provide an independent Certified Public Accountant or certified independent forensic auditor (**"Auditor"**) engaged by You with: (a) access to the books and records of Zingly relating to Your use of the Subscription Services; (ii) assistance and cooperation of relevant Zingly staff; and (b) access to the then-currently available security compliance certifications provided by its cloud computing data centers. Your Auditor shall be subject to a confidentiality and non-disclosure agreement in form and substance reasonably acceptable to Zingly, and subject to Zingly's approval, which will not be unreasonably withheld. You and Auditor shall take all reasonable measures to prevent unnecessary disruption to Zingly's operations. You will not exercise Your audit rights more than once in any 12 calendar month period, except (a) if and when required by a competent data protection authority or other regulator; or (b) if You believe a further audit is necessary due to a Personal Data Breach.

9. Sub-Processors and Authorized Personnel. You grant Zingly a general authorization to engage Sub-Processors in connection with the performance of the Services by Zingly. To the extent Zingly engages Sub-Processors to Process Personal Data, Zingly shall use commercially reasonable efforts to ensure that such entities shall be subject to the same level of data protection and security as Zingly under this Addendum. Zingly is responsible for the performance of any Sub-Processor's obligations in compliance with the terms of this Addendum and Applicable Data Protection Law.

10. Survival. This Addendum survives termination or expiration of the Agreement.

EXHIBIT D

Data Security Exhibit

Zingly maintains and enforces a written information privacy and security program (“**Security Program**”) that (a) includes Security Measures (defined below) reasonably designed to protect the confidentiality, integrity and availability of Confidential Information; and (b) is appropriate to the nature, size and complexity of Zingly’s business operations.

“**Security Measures**” means, taking into account the state of the art, the costs of implementation, and the nature, scope, context and purposes of processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including, as appropriate:

- the encryption of Confidential Information;
- the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- the ability to restore the availability and access to Confidential Information in a timely manner in the event of a physical or technical incident; and
- a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.

Zingly shall use commercially reasonable efforts to ensure that any third party cloud service provider implements the following specific measures or reasonable equivalents:

1. Physical access control

Measures to prevent unauthorized persons from gaining access to data processing systems for processing or using the Confidential Information:

- Definition of persons who are granted physical access;
- Electronic access control;
- Issuance of access IDs;
- Implementation of policy for external individuals;
- Security doors (electronic door opener, ID reader); and
- Implementation of measures for on-premise security (e.g. intruder alert/notification).

2. Logical access control

Measures to prevent unauthorized persons from access to data processing equipment and procedures:

- Definition of persons who may access data processing equipment;
- Implementation of policy for external individuals; and
- Password protection of personal computers.

3. Data access control

Measures that ensure that persons entitled to use a data processing system gain access only to such Confidential Information as they are entitled to accessing in accordance with their access rights:

- Allocation of separate terminals/work stations and of ID-parameters exclusively to specific functions;
- Implementation of partial access rights for respective data and functions;
- Requirement of identification vis-à-vis the data processing system (e.g. via ID and authentication);
- Implementation of policy on access- and user-roles; and
- Evaluation of protocols in case of damaging incidents.

4. Data Transfer control

Measures to ensure that the Confidential Information cannot be read, copied, modified or deleted without authorization during electronic transmission, transport or storage on storage media, and that the target entities for any transfer of the Confidential Information by means of data transmission facilities can be established and verified.

5. Entry control

Measures to ensure that it is possible to check and ascertain whether Confidential Information has been entered into, altered or removed from data processing systems and if so, by whom; logging of data entry.

6. Control of instructions

Measures to ensure that Your Confidential Information is processed strictly in compliance with Your instructions:

- Documentation of distinction of competences and obligations between You and Zingly;
- Formal assignment process; and
- Control of work results.

7. Availability control

Measures to ensure that the Confidential Information is protected against accidental destruction or loss:

- Realization of a regular backup schedule;
- Control of condition and respective labelling of data carriers for data backup purposes;
- Safe storage of data backups in fire- and water-protected security cabinets;
- Implementation and regular control of emergency power systems and overvoltage protection systems;
- Implementation of an emergency plan; and
- Protocol on the initiation of crisis- and/or emergency management.

8. Control of data set separation

Logical separation of Confidential Information of each of Zingly's customers.

EXHIBIT E

Acceptable Use Policy

This Acceptable Use Policy (“**AUP**”) describes certain restrictions on accessing and using the products and services (collectively, the “**Services**”) of Zingly, Inc. (“**Us,**” “**Our,**” or “**We**”). The restrictions set forth in this AUP are not exhaustive. We may modify this AUP at any time by posting a revised version and providing notice as may be required by law. By using the Services, you and anyone on your behalf (“**You**”) agree to the latest version of this AUP.

No Illegal, Harmful, Disruptive, or Offensive Use or Content

You shall not use, or encourage, promote, facilitate or instruct others to use, the Services for any illegal, harmful, fraudulent, infringing or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, fraudulent, infringing or offensive. Prohibited activities or content include:

- Any activities that violate any law or regulation, that violate the rights of others, or that may be harmful to others, Our operations or Our reputation.
- Any activities that may damage, disable, overburden, or impair any of Our Services or Operations, or interferes with any other party's use of our Services.
- Content that infringes or misappropriates the intellectual property or proprietary rights of others.
- Content that is fraudulent, deceptive, harassing, defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable. This includes fraudulent use of names, emails, addresses, contact information, and content.
- Content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data or otherwise jeopardize the security of Your or anyone else’s account, including viruses, Trojan horses, worms, time bombs, ransomware, or cancelbots.
- Use that reformats or frames any portion of the webpages that are part of the Services without Our written consent, or decompiles, reverse engineers, decodes or otherwise attempts to derive or obtain the source code or underlying ideas or information of or relating to the Services (unless applicable laws specifically prohibit such restriction).

No Security Violations

You shall not use the Services to violate the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a “**System**”). Prohibited activities include:

- Accessing or using any System without permission, including attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System or crawl, scrape, index or extract web data from any part of the Services or System.
- Monitoring of data or traffic on a System without permission.

Misuse of Services

In addition to restrictions listed elsewhere in this document, You shall not use the Services in a way contrary to the intent of Our Services. Unless otherwise explicitly agreed upon by Us with You in a separate mutually-signed Master Services Agreement (“Agreement”), misuse includes but is not limited to:

- Use of Services to conduct activities substantially equivalent to unified communications (UC), employee conferencing, personal audio and/or video communications.
- Use of Services to conduct activities not part of Your business, operations, and respective job responsibilities.
- Use of Services for competitive purposes or in order to build a competitive product or service.
- Exceeding usage volumes that may be separately documented on Our website or in Your Agreements with Us.

Our Monitoring and Enforcement

We reserve the right, but do not assume the obligation, to investigate any violation of this AUP or misuse of the Services. We may:

- Investigate violations of this AUP or misuse of the Services; or
- Impose additional fees to account for violation or misuse; or
- Remove, disable access to, or limit user resources that violate this AUP or any other Agreement We have with You for use of the Services.

The limits and restrictions contained in this document apply regardless of Your intent and whether or not You act intentionally or unintentionally.

We may report any activity that We suspect violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Our reporting may include disclosing appropriate customer information. We also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing available information related to alleged violations of this AUP.

Reporting of Violations of this AUP

If You become aware of any violation of this AUP, You must immediately notify Us and provide Us with assistance, as requested, to stop or remedy the violation. To report any violation of this AUP, please contact support@zingly.ai.