

Zapier Enterprise Agreement

This Zapier Enterprise Agreement (the "**Agreement**") is entered into by and between Zapier, Inc., a Delaware corporation, with mailing address: 548 Market St. #62411, San Francisco, CA 94104-5401 ("**Zapier**") and the Customer listed in the Order Form as of the Effective Date.

1. Definitions

(a) "**Acceptable Use Policy**" means Zapier's [Acceptable Use Policy](#), which is incorporated into this Agreement.

(b) "**Account Information**" means information about Customer's Zapier Account and information that Customer and its Users provide to Zapier in connection with (i) the creation or administration of Customer's Zapier Account; or (ii) Zapier's maintenance of Customer's Zapier Account or the Service. For example, Account Information includes names, usernames, passwords, email addresses, and billing information.

(c) "**Affiliate**" means an entity controlled, controlling, or under common control with a party, where control means at least 50% ownership or power to direct an entity's management.

(d) "**Beta Release**" means any alpha, beta, developmental, test, experimental, preview, or early-access releases of the Service or other Zapier products or services. Any of the preceding terms on a feature, product, or program constitutes notice of Beta Release status.

(e) "**Customer Content**" means any information, content, or materials that Customer submits through the Service or is generated and returned by the Service based on such submissions, including Inputs and Outputs; provided that Customer Content excludes the Service, Third-Party Services, Documentation, and Usage Information. Customer Content shall be considered Confidential Information under Section 12 of this Agreement.

(f) "**Documentation**" means Zapier-provided user documentation relating to the Service found in our [help center](#), as may be updated by Zapier from time to time. Documentation does not include any content published on any other site, community, or page.

(g) "**DORA**" means the Digital Operational Resilience Act, Regulation (EU) 2022/2554, on digital operational resilience for the financial sector.

(h) "**DORA Addendum**" means Zapier's [Digital Operational Resilience Act \(DORA\) Addendum](#) for EU-based customers who qualify as financial entities using Zapier as an ICT third-party service provider (as defined in DORA).

(i) **"DPA"** means Zapier's [Data Processing Addendum](#) for processing of Personal Information (as defined in the DPA).

(j) **"Effective Date"** means the date of the last signature on the Order Form that links to or references this Agreement.

(k) **"Feedback"** means feedback, comments, ideas, proposals, and suggestions for improvements, along with associated context, whether regarding the Service, a Beta Release, or any other products, services, or business of Zapier.

(l) **"Fees"** means the fees applicable to Customer's use of the Service in accordance with the applicable package as set forth in an Order Form, or as otherwise included in our pricing notice included in the Service or on Zapier's website.

(m) **"High-Risk Activities"** means activities where use or failure of the Service could lead to death, personal injury, or environmental damage, including life support systems, emergency services, nuclear facilities, autonomous vehicles, air traffic control, or activities prohibited under applicable law.

(n) **"Input"** means all information that Customer submits to AI features of the Service.

(o) **"Order Form"** means a Zapier quote or order document that links to or references this Agreement.

(p) **"Output"** means information generated and returned by AI features of the Service based on the Input.

(q) **"SDK Components"** means software development kits, client libraries, or command-line tools made available by Zapier for local installation to use in connection with the Service.

(r) **"Sensitive Personal Data"** means (i) patient, medical, or other protected health information, including those regulated by the Health Insurance Portability and Accountability Act (as amended and supplemented) (HIPAA); (ii) credit, debit, bank account or other financial account numbers; (iii) social security numbers, driver's license numbers, or other government ID numbers; and (iv) special categories of personal data enumerated in the European Union General Data Protection Regulation ("**GDPR**").

(s) **"Service"** means Zapier's cloud-based automation platform available after logging into Customer's Zapier Account (as defined below), Zapier APIs, SDK Components, and any updates, upgrades, modified versions, extensions, improvements, and derivative works of the foregoing.

(t) **"Subscription Term"** means the period specified on the Order Form during which Customer has agreed to subscribe to the Service, including all applicable renewal periods.

(u) **"Supplemental Terms"** mean any additional terms presented to Customer upon signing up for or first accessing a Beta Release.

(v) **"Taxes"** means any sales, use, GST, value-added, withholding, or similar taxes or levies that apply to the Service, whether domestic or foreign.

(w) **"Third-Party Login"** means Customer's login credentials from a supported third-party site or product, which are integrated to allow Customer to access Customer's Zapier Account.

(x) **"Third-Party Services"** means any third-party service, connection, site, platform, application, software, or integration that interoperates with the Service.

(y) **"Usage Information"** means (i) configuration data including field mapping, field naming, actions, steps, and structures of products and functionalities of the Service, (ii) instructions to configure or navigate the Service, and (iii) analytics data, including metadata, relating to the provision, use, operations, security, and performance of the Service, features and functionality of the Service, Third-Party Services, and Customer's Zapier Account, and analytics derived therefrom.

(z) **"Zapier Account"** means the account on the Service that Customer registers and opens in order to access and use the Service.

2. **Service and Zapier Account**

(a) **Service and Account Registration:** Subject to this Agreement, Zapier will make the Service available during the applicable Subscription Term, solely for Customer's own internal business purposes and in accordance with the Documentation. In order to access and use the Service, Customer must register for a Zapier Account, provide and maintain accurate, current, and complete Account Information.

(b) **Support:** During the Subscription Term, Zapier will provide the support associated with the purchased plan as described on the [Zapier Support Page](#).

(c) **Users:** Customer may permit users to use the Service on its behalf through its Zapier Account ("**Users**"). Customer is responsible for provisioning and managing its User accounts, for its Users' actions through the Service, and for their compliance with this Agreement.

(d) **Service Credentials:** Customer is responsible for maintaining the confidentiality of Customer's Zapier Account credentials, including all Users' credentials. Customer agrees to immediately notify Zapier of any suspected or actual unauthorized use of Customer's Zapier Account. Customer is responsible for all uses of the Service under Customer's Zapier Account.

(e) **SDK Components License:** If Customer's use of the Service includes SDK Components, Zapier hereby grants Customer a limited, non-exclusive, non-transferrable, and revocable license during the Subscription Term to download and install the SDK

Components locally or into its own applications for use in connection with the Service through its Zapier Account for its internal business purposes.

3. Fees and Taxes

(a) Fees: Customer will pay the Fees according to the payment terms specified in the Order Form. Late payments are subject to a charge of 1.5% per month or the maximum amount allowed by law, whichever is less. All payment obligations are non-cancelable, and Fees and expenses are non-refundable, except as expressly set out in this Agreement or as required by applicable law.

(b) Future Functionality: Customer agrees that its purchase of the Service is not contingent on the delivery of any future functionality or features, or dependent on any oral or written comments made by Zapier regarding future functionality or features.

(c) Taxes: Customer is responsible for any Taxes other than Zapier's income tax. Fees and expenses are exclusive of Taxes, levies, or duties. If Zapier has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Zapier will invoice Customer, and Customer will pay that amount unless Customer provides Zapier with a valid tax exemption certificate authorized by the appropriate taxing authority.

4. Term and Termination

(a) Subscription Term and Auto-Renewal: Unless otherwise stated in the applicable Order Form, Customer's subscription to the Service will automatically renew for another Subscription Term on the same plan (or if no longer available, a successor plan) and for a period equal to Customer's then-current Subscription Term. Either party may elect not to auto-renew by providing at least fifteen (15) days' prior written notice to the other party. Notices to Zapier from Customer under this Section shall be provided to receivables@zapier.com. All renewals are subject to the applicable Service and plan continuing to be offered and will be subject to the then-current Fees applicable to the renewed Service.

(b) Termination: Either party may terminate this Agreement (and all applicable Order Form(s) governed by this Agreement) if the other party: (i) materially breaches this Agreement and such breach is not cured within thirty (30) days after the non-breaching party provides notice of the breach; (ii) ceases operation without a successor; or (iii) seeks protection under a bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if such a proceeding is instituted against that party and not dismissed within sixty (60) days.

(c) Effect of Termination: Once Customer deletes Customer's Zapier Account, neither Customer's Zapier Account nor any Customer Content can be restored or recovered in any way. Except where an exclusive remedy may be specified in this Agreement, the exercise by either party of any remedy, including termination, will be without prejudice to any other remedies it may have under this Agreement. If this Agreement (or applicable

Order Form) is terminated by Customer under Section 4(b)(i), Zapier shall, within 30 days of such termination, refund to Customer any pre-paid, unused Fees for the terminated portion of the Subscription Term. If this Agreement (or applicable Order Form) is terminated by Zapier under Section 4(b)(i), Customer shall, within 30 days of such termination, pay to Zapier any unpaid Fees for the terminated portion of the Subscription Term. All sections of this Agreement which by their nature should survive termination will survive, including without limitation, accrued rights to payment, use restrictions and indemnity obligations, confidentiality obligations, warranty disclaimers, and limitations of liability.

(d) Suspension: If a Suspension Event occurs, Zapier may: (i) suspend Customer's access to the Service, or (ii) revoke, rotate, or expire any Zapier-issued API tokens, credentials, or programmatic authentication mechanisms. In each case, where practicable Zapier will give Customer prior notice. Zapier is not required to give prior notice in exigent circumstances, or to avoid material harm or violation of law. Once the Suspension Event is resolved, Zapier will restore Customer's access to the Service. "**Suspension Event**" means (i) Customer's account is thirty (30) days or more overdue, (ii) Customer is in breach of Section 5 (Usage Rules) or Section 6(e) (Customer Responsibilities) of this Agreement, (iii) Customer's use of the Service risks material harm to the Service, or (iv) Customer's Zapier-issued API tokens, credentials, or programmatic authentication have been compromised or are being used in violation of this Agreement.

(e) Data Export & Deletion: During the Subscription Term, Customer may export Customer Content from the Service as described in [Zapier's Data Retention/Deletion/Export Schedule](#). Customer Content is retained in the Service and then deleted according to [Zapier's Data Retention/Deletion/Export Schedule](#). Notwithstanding the foregoing, Customer Content may be retained as required by law and subject to the DPA.

5. Usage Rules

(a) Account and Use of Service: Customer may use the Service only (i) for its own internal business purposes; (ii) in compliance with all applicable laws, regulations, and third-party terms; and (iii) in accordance with this Agreement, the Documentation, and the Acceptable Use Policy. Zapier reserves the right to monitor the Service, investigate, and take appropriate action against any party that uses the Service in violation of applicable law or this Agreement, including but not limited to suspending Customer's account.

(b) Restrictions: Customer will not and will not permit anyone else to: (i) sell, sublicense, distribute, transfer, or rent the Service (in whole or part), grant non-Users access to the Service or use the Service to provide a hosted or managed service to others; (ii) reverse engineer, decompile or seek to access the source code of the Service, except to the extent these restrictions are prohibited by law and then only upon advance notice to Zapier; (iii) copy, modify, create derivative works of or remove proprietary notices from the Service; (iv) conduct security or vulnerability tests of the Service, interfere with its operation or circumvent its access restrictions; (v) use the Service to develop a product or service competitive to Zapier; (vi) use the AI components of the Service to develop

foundation or large-scale models; (vii) distribute, sublicense, or make available any SDK Components on a standalone basis separate from Customer or Customer's application's use of the Service; or (viii) otherwise use the Service outside of the scope of the rights expressly granted herein.

(c) Prohibited Use: Customer (i) will not use the Service for High-Risk Activities; (ii) will not submit Sensitive Personal Data to the Service; and (iii) acknowledges that the Service is not designed for and Zapier has no liability for use prohibited in this Section.

(d) Communications Compliance: Customer acknowledges that, if using the Service to send telephonic or electronic communications, (i) Customer is exclusively responsible for and controls the timing, content, and distribution of such communications and (ii) all such communications comply with all applicable laws and regulations, including the Telephone Consumer Protection Act.

6. Data and Security

(a) Security: Zapier has implemented and will maintain physical, technical, and administrative security measures designed to protect the Service and Customer Content from unauthorized access, destruction, use, modification, or disclosure. These security measures are further described in the Annex to the DPA, and such security measures apply to the Service and Customer Content. Customer is responsible for properly configuring and using the Service in a manner that provides for the security of its Zapier Account and Customer Content. The Service provides the ability to: (i) accept or remove Users, (ii) access, modify, and/or delete Customer Content, including Customer Content submitted by Users, (iii) enable two-factor authentication and/or SSO, and (iv) other features as further described in the Documentation.

(b) Data Processing Addendum: To the extent that Zapier processes any Personal Information (as defined in the DPA) contained in Customer Content subject to the Applicable Data Protection Law (as defined in the DPA), the [DPA](#) shall apply to such processing. To the extent that Zapier processes any personal data subject to the GDPR, Customer is the data exporter and Zapier is the data importer.

(c) DORA Addendum: To the extent that Customer is an EU-based customer subject to DORA for whom Zapier is an ICT third-party service provider (as defined in DORA), the [DORA Addendum](#) shall supplement this Agreement.

(d) Ownership of Customer Content: Customer retains ownership of Customer Content, including Customer Content from Customer's accounts with Third-Party Services that is transmitted, processed, and/or stored through the Service. By transmitting, processing, and/or storing Customer Content through the Service, Customer hereby grants Zapier a worldwide, non-exclusive, and limited-term license to access, use, process, copy, store, distribute, perform, transmit, export, and display Customer Content and to access Customer's Zapier Account, as reasonably necessary: (i) to provide and maintain the Service; (ii) to prevent or address service, security, support, or technical issues; or (iii) as

required by law. Zapier and its Subprocessors (as defined in the DPA) will not model train using Customer Content.

(e) Customer Responsibilities: Customer shall be solely responsible for the accuracy, quality, content, and legality of Customer Content, and any actions triggered by Customer Content. Customer represents and warrants that: (i) Customer has obtained all necessary rights, releases, and permissions to transmit Customer Content through the Service and for any actions triggered by Customer Content on the Service, and to otherwise use, process, and/or store Customer Content on the Service; and (ii) Customer Content, and its transmission, processing, storage, and use as Customer authorizes in this Agreement or through Customer's Zapier Account will not violate any laws or regulations, this Agreement, or the terms of any applicable Third-Party Service.

7. Proprietary Rights and Improving the Service

(a) Reserved Rights: Each party retains all rights not expressly granted under this Agreement. Except for Zapier's express rights in this Agreement, Customer retains all intellectual property in Customer Content provided to Zapier. The Service is made available on a limited access basis, and no ownership rights are conveyed to Customer. Notwithstanding anything to the contrary in this Agreement, Zapier and our licensors have and retain all right, title, and interest, including all intellectual property rights, in and to the Service, including all modifications, updates, upgrades, extensions, components, Usage Information, and all derivative works to the Service and to the Documentation.

(b) Improvements: If Customer voluntarily provides Feedback, Zapier may use it without restriction or compensation. Zapier will not publicly identify Customer as the source of Feedback without Customer's permission. Notwithstanding anything to the contrary set forth herein or otherwise, Zapier may collect, analyze, and use Usage Information to operate, enhance, improve, and develop Zapier products or services, and otherwise in connection with its business. Zapier will not publicly disclose Usage Information unless it is aggregated and de-identified.

8. Third-Party Services

Customer may enable integrations or exchange Customer Content with Third-Party Services. Customer's use of a Third-Party Service is governed by its agreement with such relevant Third-Party Service, not this Agreement. Customer is solely responsible for that Third-Party Service having access to Customer's data, including Customer Content, and connections contained therein, and for any actions that the Third-Party Service may take on behalf of Customer's Zapier Account or Customer Content. Customer acknowledges and agrees that its Account Information and Usage Information regarding its use of a Third-Party Service with the Service may be shared with that Third-Party Service. Zapier may also share Customer Content with a specific Third-Party Service that Customer linked to its Zapier Account in order to prevent or address service, security, support, or technical issues related to that Third-Party Service. Zapier does not endorse any Third-Party

Services (or any products or other services associated therewith) and is not responsible for Third-Party Services.

9. Warranties

(a) Mutual Warranties: Each party represents and warrants that: (i) it has the legal power and authority to enter into this Agreement; and (ii) it will use industry-standard measures to avoid introducing viruses, malicious code, or similar harmful materials into the Service.

(b) Additional Service Warranties: Zapier warrants that: the Service will perform materially as described in the Documentation, and Zapier will not materially decrease the overall functionality of the Service during a Subscription Term (the "**Performance Warranty**"). Zapier will use reasonable efforts to correct a verified breach of the Performance Warranty reported by Customer. If Zapier fails to do so within thirty (30) days after Customer's warranty report, then either party may terminate the Order Form as relates to the non-conforming Service, in which case Zapier will refund to Customer any pre-paid, unused Fees for the terminated portion of the Subscription Term for the Performance Warranty. To receive these remedies, Customer must report a breach of warranty in reasonable detail within thirty (30) days after discovering the issue in the Service. These procedures are Customer's exclusive remedies and Zapier's sole liability for breach of the Performance Warranty.

(c) Disclaimers: EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICE IS PROVIDED STRICTLY ON AN "**AS IS**" AND "**AS AVAILABLE**" BASIS, AND EACH PARTY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. ZAPIER'S WARRANTIES IN THIS AGREEMENT DO NOT APPLY TO ISSUES ARISING FROM THIRD-PARTY SERVICES OR MISUSE OR UNAUTHORIZED MODIFICATIONS OF THE SERVICE. THESE DISCLAIMERS APPLY TO THE FULL EXTENT PERMITTED BY LAW.

10. Indemnification

(a) Indemnification by Zapier: Zapier will defend Customer from and against any third-party claim arising from or related to an allegation that the Service, when used by Customer as authorized in this Agreement, infringes or misappropriates a third party's United States patent, copyright, trade secret, or trademark right, and will indemnify and hold harmless Customer from resulting damages or costs (including reasonable attorneys' fees).

(b) Indemnification by Customer: Customer will defend Zapier from and against a third-party claim arising from or related to: (i) Customer's use of the Service in violation of this Agreement, or (ii) Customer Content, and will indemnify and hold harmless Zapier from resulting damages or costs (including reasonable attorneys' fees).

(c) Procedures: The indemnifying party's obligations are subject to receiving: (i) prompt notice of the claim (but delayed notice will only reduce the indemnifying party's obligations to the extent it is prejudiced by the delay), (ii) the exclusive right to control the claim's investigation, defense, and settlement and (iii) reasonable cooperation at the indemnifying party's expense. The indemnifying party may not settle a claim without the indemnified party's prior approval if settlement would require the indemnified party to admit fault or take or refrain from taking any action (except regarding use of the Service when Zapier is the indemnifying party). The indemnified party may participate in a claim with its own counsel at its own expense.

(d) Mitigation: In response to an infringement or misappropriation claim, if required by settlement or injunction or as Zapier determines necessary to avoid material liability, Zapier may: (i) procure rights for Customer's continued use of the Service, (ii) replace or modify the allegedly infringing portion of the Service to avoid infringement, without reducing the Service's overall functionality, or (iii) terminate the affected Order Form and refund to Customer any pre-paid, unused Fees for the terminated portion of the Subscription Term.

(e) Exceptions: Zapier's obligations do not apply to claims resulting from (i) any modification or unauthorized use of the Service, (ii) use of the Service in combination with items not provided by Zapier, including Third-Party Services, (iii) Customer Content, or (iv) Customer's failure to comply with applicable laws or regulations.

(f) Exclusive Remedy: This Section sets out the indemnified party's exclusive remedy and the indemnifying party's sole liability regarding third-party intellectual property claims covered by this Section.

11. Limitation of Liability

(a) Limitation of Liability: EXCEPT FOR EXCLUDED CLAIMS, NEITHER PARTY NOR ITS LICENSORS SHALL BE LIABLE FOR ANY AMOUNTS IN THE AGGREGATE THAT EXCEED THE ACTUAL FEES PAID BY CUSTOMER TO ZAPIER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM. "**EXCLUDED CLAIMS**" MEANS: (I) ANY AMOUNTS OWED BY CUSTOMER UNDER FEES; (II) CUSTOMER'S BREACH OF SECTION 5(b) (Restrictions); (III) EITHER PARTY'S EXPRESS INDEMNIFICATION OBLIGATIONS IN SECTION 10; AND (IV) CLAIMS THAT MAY NOT BE CAPPED OR LIMITED UNDER APPLICABLE LAW.

(b) Consequential Damages: NEITHER PARTY NOR ITS LICENSORS SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, EXEMPLARY, OR STATUTORY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF GOODWILL, OR COST OF COVER OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

(c) Form of Action: The waivers and limitations specified in this Section apply regardless of the form of action, whether in contract, tort (including negligence), strict liability, or otherwise, and will survive even if any limited remedy is found to have failed of its essential purpose.

12. Confidential Information

(a) Confidential Information: Each party ("**Disclosing Party**") may disclose Confidential Information to the other party ("**Receiving Party**") in connection with the Service. "**Confidential Information**" is anything that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, as well as non-public business, product, product roadmap, technology, pricing, terms, and marketing information. If something is labeled "Confidential", that is a clear indicator to the Receiving Party that the material is confidential. Notwithstanding the above, Confidential Information does not include information that (i) is or becomes generally available to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party.

(b) Protection and Use of Confidential Information: The Receiving Party will (i) take at least reasonable measures to prevent the unauthorized disclosure or use of Confidential Information, and limit access to those employees, affiliates, and contractors who need to know such information in connection with the Service, provided, they are bound to confidentiality obligations at least as restrictive as those in this Agreement; and (ii) not use or disclose any Confidential Information of the Disclosing Party for any purpose outside the scope of the Service and this Agreement. Nothing above will prevent either party from sharing Confidential Information with financial and legal advisors; provided, such advisors are bound to confidentiality obligations at least as restrictive as those in this Agreement.

(c) Compelled Access or Disclosure: The Receiving Party may access or disclose Confidential Information of the Disclosing Party if required by law; provided, however, that the Receiving Party gives the Disclosing Party prior notice of the compelled access or disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the access or disclosure. If the Receiving Party is compelled by law to access or disclose the Disclosing Party's Confidential Information, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing access to such Confidential Information as well as the reasonable cost for any support provided in connection with the Disclosing Party seeking a protective order or confidential treatment for the Confidential Information to be produced.

13. Additional Terms

(a) Zapier Extended Team: Zapier will be responsible for the performance of its workforce and its Affiliates' workforce and their compliance with Zapier's obligations under this Agreement. For the avoidance of doubt, Zapier's extended team does not include any Third-Party Services or their personnel.

(b) Implementation Services: Zapier may provide resources to assist with the implementation of the Service ("**Implementation Services**") as described in an Order Form. Zapier shall perform any Implementation Services in a professional and workmanlike manner. Each party retains all right, title, and interest in its pre-existing intellectual property, including all modifications and derivative works of such intellectual property. For the avoidance of doubt, any implementation playbooks, templates, and methodologies provided in the course of performing Implementation Services are deemed Documentation.

(c) Beta Release: Zapier may offer optional Beta Releases. Either party may terminate Customer's use of Beta Releases at any time and for any reason. Beta Releases may be inoperable, incomplete, or include features never released. Notwithstanding anything else in this Agreement, Zapier offers no warranty, indemnity, or support for Beta Releases. Information regarding a private Beta Release shared with Customer constitutes Zapier's Confidential Information under Section 12 above. Certain Beta Releases may include supplemental terms that apply in addition to this Agreement ("**Supplemental Terms**"). In the event of a conflict between this Agreement and the Supplemental Terms, the Supplemental Terms shall govern for that specific Beta Release.

(d) Government Rights: To the extent applicable, the Service is "commercial computer software" or a "commercial item" for purposes of FAR 12.212 and DFARS 227.7202. Use, reproduction, release, modification, disclosure, or transfer of the Service is governed solely by the terms of this Agreement, and all other use is prohibited.

(e) Export Controls: Customer hereby represents, warrants, and covenants that: (i) Customer understands and acknowledges that components of the Service may be subject to export, re-export, and import restrictions under applicable law; (ii) Customer will not use the Service in a manner that violates applicable U.S. export laws or U.S. Department of Commerce regulations; and (iii) Customer is not located in, under the control of, or a national or resident of any country against which the United States currently has sanctions.

(f) Bulk Data Transfers: Each party confirms that it is not a covered person and will not engage in any covered data transaction, including a prohibited transaction or restricted transaction, or otherwise share or transfer, any bulk U.S. sensitive personal data with any country of concern or covered person, and that it is otherwise in compliance with Executive Order, Preventing Access to U.S. Sensitive Personal Data and Government-Related Data by Countries of Concern or Covered Persons, 28 CFR part 202 (2025) (the "**DOJ Rule**"). In the preceding sentence, the terms "prohibited transaction", "restricted transaction", "bulk U.S. sensitive personal data", "covered data transaction," "country of concern," "covered person" shall have the meanings ascribed to such terms in the DOJ Rule at §202.201-202.259. Each party agrees to not evade or avoid, cause a violation of, or attempt to violate any of the prohibitions set forth in the DOJ Rule. Each party shall report

to the other party any known or suspected violations of the requirement in the previous sentence in accordance with paragraph (b) of §202.201 of the DOJ Rule.

(g) EU Data Act: This paragraph applies only if Customer is subject to Regulation (EU) 2023/2854 (the "**EU Data Act**"; and so long as Customer is regulated by the EU Data Act, it is referred to in this paragraph as "**EU Customer**"). EU Customer may early terminate its Subscription Term by (i) providing at least a sixty (60) days prior written notice under the EU Data Act to receivables@zapier.com, and (ii) once Customer Content has been exported, deleting its Zapier Account. Prior to deleting its Zapier Account, EU Customer may export its Customer Content in connection with switching to a new provider by following the process described in [Zapier's Data Retention/Deletion/Export Schedule](#). EU Customer must pay any outstanding Fees specified in this Order Form covering the remainder of the Subscription Term as an early termination fee under the EU Data Act. Zapier will not charge any other fees or penalties.

14. Notices

Except as set out in this Agreement, notices, requests, and approvals under this Agreement must be in writing via email and will be deemed given upon delivery. For notices to Zapier: legal@zapier.com. For notices to Customer: Customer's email address on record in Customer's Zapier Account. Zapier may also send operational notices through the Service.

15. Publicity

Zapier may (a) identify Customer and use Customer's logo and trademarks on Zapier's website and in marketing materials, and (b) publish a case study about Customer's use of Zapier subject to Customer's review and approval of the content, and (c) invite Customer to participate in reference calls with prospective customers, webinars or events featuring Customer's experience, or peer-to-peer engagement with other Zapier customers. Customer hereby grants Zapier a non-exclusive, royalty-free license to do so in connection with any marketing, promotion, or advertising of Zapier during the Subscription Term.

16. General

(a) Force Majeure: Neither party will be liable for failure or delay in performance due to events beyond its reasonable control, including denial-of-service attacks, third-party hosting or utility provider failures, strikes, shortages, riots, fires, acts of God, war, terrorism, and governmental action.

(b) Assignment: Neither party may assign or delegate any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other party, such consent not to be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement in its entirety,

without the other party's consent, to a corporate affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets; provided that the assignee agrees to be bound by this Agreement and any additional terms between the parties.

(c) Insurance: During the Subscription Term and for six (6) months after, Zapier will carry commercial insurance policies. Upon request, Zapier will provide Customer with a certificate of insurance evidencing its insurance policies.

(d) Operational Changes: With notice to Customer, Zapier may modify the Service or the Documentation to reflect new features or changing practices, but the modifications may not be retroactive and must comply with Section 9(b) of this Agreement (Additional Service Warranties).

(e) Severability; Waiver: If any provision of this Agreement is held to be invalid or unenforceable, the remaining portions will remain in full force and effect and such provision will be enforced to the maximum extent possible so as to effect the intent of the parties and will be reformed to the extent necessary to make such provision valid and enforceable. No waiver of rights by either party may be implied from any actions or failures to enforce rights under this Agreement.

(f) No Third-Party Beneficiaries: This Agreement does not create any right in favor of any third party.

(g) Governing Law; Jurisdiction: This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without reference to its conflict of laws principles. All disputes arising out of or relating to this Agreement will be submitted to the exclusive jurisdiction of a court of competent jurisdiction located in Wilmington, Delaware, and each party irrevocably consents to such personal jurisdiction and waives all objections to this venue.

(h) Entire Agreement: This Agreement, any applicable Zapier Order Form(s), and the policies or terms expressly referenced and incorporated into this Agreement constitute the entire agreement and understanding between the parties concerning the subject matter hereof. In the event of any conflict between an Order Form and this Agreement, the Order Form shall govern with respect to pricing, payment, or product-specific terms, and the Agreement will govern with respect to all other terms. Any different or additional terms that may be contained in (i) the form of purchase order, (ii) vendor registration form or registration portal, or (iii) other document used by Customer to place orders or otherwise effect transactions hereunder (excluding, as applicable, a Zapier Order Form), are hereby rejected and shall not be considered an amendment to this Agreement. This Agreement supersedes all prior or contemporaneous discussions, proposals, and agreements between Customer and Zapier relating to the subject matter hereof.