



Zuva DocAI/AI Trainer License Terms and Conditions

Last Updated: April 5, 2022

This Agreement is entered into by and between Zuva Inc., an Ontario corporation (“Zuva”) and _____ (the “Customer”) on the date first signed below by Zuva (the “Effective Date”).

1. Definitions.

The following capitalized terms shall have the following respective meanings:

- a. **“Agreement”** means these Terms and Conditions together with any [Order Form\(s\)](#) in effect from time to time.
- b. **“Annual Deployment and Support Fee”** means the fees, if applicable, that apply to each Annual Period for specified services, including but not limited to private cloud hosting, premier support, or customer hosted/on-premises deployment and support.
- c. **Additional Usage Charges** means the additional fees for Doc AI usage exceeding the Committed Spend at the rates set out in the [Order Form](#).
- d. **“Applicable Laws”** means all applicable laws, rules, orders, ordinances, regulations, statutes, requirements, codes and executive orders of any governmental or judicial authorities.
- e. **“Cloud Deployment”** means a license permitting access to a cloud-based version of the Services, hosted on behalf of Zuva.
- f. **Committed Spend** means the up-front subscription fee payment for DocAI for the Period, as set out in the [Order Form](#), which shall be applied as a credit against Customer usage (charged at the pricing stated in the [Order Form](#)) and is non-refundable.
- g. **“Confidential Information”** has the meaning set forth in Section 8 hereof.
- h. **“Customer Applications”** means one or more software applications developed by Customer (including any connectors thereto) developed by Customer which enable the application(s) to make use of the Services;

- i. **“Customer Data”** means any information that Customer or Users upload or enter into the Services and any Output.
- j. **“Customer Hosted Deployment”** means a license permitting access to a version of the Services that is hosted by or on behalf of Customer.
- k. **“Disclosing Party”** has the meaning set forth in Section 8 hereof.
- l. **“Documents”** means any file, contract, data or other information that a User enters or uploads via the Services.
- m. **“Documentation”** means any documentation made available to Customer or Users by Zuva for use with the Services.
- n. **“Fees”** means any fees or other charges payable from time to time specified on an [Order Form](#).
- o. **“Force Majeure”** means any cause beyond the reasonable control of a Party, including acts of God or the public enemy, governmental acts in either a sovereign or contractual capacity, telecommunications failures, terrorist acts, natural disasters, fire, flood, pandemics, strikes, or default by subcontractors or suppliers due to any of the foregoing.
- p. **“High Risk AI System”** means an artificial intelligence system regulated by the European Union (or another government body) as “high risk.”
- q. **“Hours of Coverage”** means business days in Canada, from 9 am – 5 pm, Eastern Time.
- r. **“include”** or **“including”** mean, respectively, “include without limitation” or “including without limitation.”
- s. **“Intellectual Property Rights”** means, collectively: all rights with respect to trademarks, service marks, trade dress, logos, copyrights, rights of authorship and patents; all database rights, moral rights, inventions, rights of inventorship, rights of publicity and privacy, trade secrets, know-how, and rights under unfair competition and unfair trade practices laws; all other worldwide intellectual and industrial property rights related thereto; and all applications, registrations, derivative works or renewals relating to any of the foregoing.
- t. **“Zuva Technology”** means the Services, including all of the software, code, interfaces, processes, built-in Smart Fields, images, graphics, text or other materials contained therein, and other technology used by Zuva in providing the Services.
- u. **“Order Form(s)”** means the [order form\(s\)](#) provided by Zuva (either in hard copy or electronic format), entered into by the Parties from time to time pursuant to these Terms and Conditions, each of which shall reference these Terms and Conditions and specify the deliverables or services to be provided thereunder. “Output” means information retrieved by Customer from the Services excluding Smart Fields and Usage Data.
- v. **“Party”** means either Zuva or Customer, and **“Parties”** means both Zuva and Customer.



- w. **“Period”** shall be the duration which corresponds to dates specified on an [Order Form](#), or a renewal period as set out in Section 4.
- x. **“Receiving Party”** has the meaning set forth in Section 8 hereof.
- y. **“Representatives”** has the meaning set forth in Section 8 hereof.
- z. **“Services”** means the Zuva products stated in the [Order Form](#), including without limitation any APIs, tools, libraries, data, files and any other materials made available by Zuva via a Cloud Deployment or Customer-Hosted Deployment for use by Customer to enable Zuva DocAI or AI Trainer services within the Customer Applications via the APIs provided by Zuva;
 - aa. **“Smart Fields”** means the existing and future technologies provided by Zuva that blend captured human intelligence, machine learning (or AI) models, and other logic and algorithms to provide information to Users through their use of the Services (e.g. document type classification, information extraction, language identification). Smart Fields refer either to those built and provided by Zuva for use by customers or to those built by Users or Customer using the Services through the Zuva training module (e.g. through “AI Trainer” or other means).
 - bb. **“Term”** has the meaning set forth in Section 4 hereof.
 - cc. **“Terms and Conditions”** means these Zuva License Terms and Conditions.
 - dd. **“Upgrades”** means, with respect to the Services, fixes, updates, enhancements or upgrades thereto; provided, however, that “Upgrades” shall not include additional modules for the Services, or new products or services that Zuva may make available from time to time.
 - ee. **“Usage Data”** means information reflecting the access or use of the Services by or on behalf of Customer or any User, provided that for clarity Usage Data shall not include any Customer Data or any information that identifies, or reasonably would permit identification of Customer Data.
 - ff. **“User Identifying Data”** means the name, email address and any other personally identifying information of any User which is provided to Zuva or uploaded into the Services by Users.
 - gg. **“Users”** means individual employees or contractors of: (i) Customer; (ii) clients of Customer, and (iii) any other entities collaborating with Customer regardless of the organization they work for, who are granted access to the Services by Customer.

2. Services.

- a. **License.** Subject to the terms and conditions of this Agreement and any restrictions set out in the [Order Form](#), Zuva grants to Customer a limited, non-exclusive, non-transferable, non-assignable (other than to a permitted assignee of this



Agreement) and non-sublicensable worldwide license to permit Users to access and use the Services and integrate the Services within the Customer Application(s) in order to provide services to Customer and its customers.

- b. **Generally.** Zuva shall provide the Services to Customer as set forth in this Agreement, including in any [Order Form\(s\)](#).
- c. **Services – Cloud Deployment.** Customer and its Users shall have access to the Services, subject to the provisions hereof, pursuant to a Cloud Deployment in accordance with the license grant set forth above. Use of the Services will be subject to any limitations specified on the applicable [Order Form](#). If Customer has subscribed to a Cloud Deployment: (i) the Services shall reside on server(s) operated by or on behalf of Zuva, and (ii) Users will have access to the Services solely via the Internet.
- d. **Data Protection – Cloud Deployment.** Customer acknowledges that the data centers in which the infrastructure for the Zuva Technology and the Documents and Customer Data are housed are located in the Hosting jurisdiction selected by Customer from within the Services. User authentication services are hosted in Canada or the European Union, irrespective of the Hosting jurisdiction selected by the Customer.
- e. **Support.**
 - i. **Service Levels.** Zuva shall ensure Service Availability at least 99% of the time during each month during the Term, where “Service Availability” means a percentage constituting the up-time of the Services, and is measured by subtracting the total minutes of Averaged Service Interruptions in a given month from the total minutes in such month, multiplying such difference by 100, and dividing the resulting product by the total number of minutes in such month, as indicated below:
Service Availability = $100 \times (\text{total minutes in month} - \text{total minutes of Averaged Service Interruption in month}) / \text{total minutes in month}$
“**Service Interruptions**” means the period of time that an individual Service is either (i) not available for Users log-in or (ii) not functioning in any material respect, but shall exclude unavailability during such time as the Customer is in material default under the Agreement or due to any of the following: (a) scheduled system maintenance, including downtime for the purposes of upgrading or enhancing the Services; (b) Force Majeure; (c) acts or omissions of Customer or Users; (d) critical security patches; or (e) equipment, software or other technology not provided by Zuva.



“Averaged Service Interruption” means the averaged down-time of the Services in a given month, as measured by adding the total minutes of Service Interruptions for each individual Service in such month and dividing the sum by the total number of individual Services, as indicated below:

Averaged Service Interruption = sum of total minutes of Service Interruption for each individual Service in month / total number of individual Services

- ii. **Standard Support.** Satisfactory payment of the Fees will entitle Customer to the following standard support during the Term (collectively **“Standard Support”**): notification of any upgrades, software revisions, new versions or releases incorporating enhancements to the Services provided by Zuva, or fixes for defects. Such notification may come via Zuva posting release notes in the ordinary course. Fixes for defects will be made available regardless of whether defects are identified by Customer or Zuva in the normal course. Remote support for problem determination, analysis and response and any additional services relating to such matters will be included in Standard Support. Zuva will provide Standard Support to Customer during the Hours of Coverage. All Standard Support is provided from Zuva’s premises (or a remote location) via telephone or web-based remote access supplied by Customer.
- f. **Support – Customer Hosted Deployment.** If Customer has purchased a Customer Hosted Deployment: Zuva shall provide the Services in the manner described in the Customer Hosted Support Addendum, for installation by Customer on the number of servers specified on the [Order Form](#), such servers operated by or on behalf of Customer. Use of the Services will be subject to any limitations specified on the applicable [Order Form](#). Zuva shall provide support services in accordance with the attached Customer Hosted Support Addendum. Customer shall be responsible for installing the Services and maintaining its own server environment, including hardware, software, telecommunications and other technology. Customer will be responsible for the security and infrastructure of the Services through its network and service levels for Uptime set out in §2(e) shall not apply. Zuva will provide remote user training as reasonably requested by Customer. Customer will arrange for information technology personnel to attend technical training to facilitate initial installation and use of the Services, and Zuva will provide such training remotely. Customer will need to connect with Zuva’s network for smart model sharing, future support and community enablement features.



- g. **Usage data.** In the provision of these Services, Zuva shall use User Identifying Data and/or Usage Data internally, as applicable, in order to: (i) provide Customer with the information, products and services that Customer requests, (ii) carry out Zuva's obligations arising from this Agreement and any other agreements entered into between the Parties including without limitation to enable Customer and Users to securely communicate, collaborate and share Customer Data with other Users when permitted to do so; (iii) notify Customer and Users about changes to Zuva's services; (iv) allow Customer and Users to participate in interactive features of Zuva's documentation and support websites; (v) provide support and administration for Zuva Services and (vi) to develop and improve the Services and to enhance Customer and User experience, including, without limitation, to gain feedback about Customer and User experience of our Services via surveys (subject to the right to opt out of the foregoing in accordance with applicable law); (vii) perform troubleshooting, data analysis, testing, research and statistical analyses; and (viii) communicate to Customer and Users the details of enhancements, Services changes, educational events, certifications and user training. Zuva shall store and process User Identifying Data in accordance with applicable data protection legislation

3. Fees and Payment Terms.

- a. **Generally.** Customer shall pay Zuva all of the Fees and other charges indicated on the applicable [Order Form\(s\)](#). If Customer elects to pay by credit card, debit card, or other non-invoiced form of payment, Zuva will charge (and Customer will pay) all Fees according to the timing stated in the [Order Form](#). All fees are exclusive of, and Customer is responsible for, applicable federal, national, state, provincial, or other sales, use, excise or other applicable taxes other than taxes on the net income of Zuva. Customer shall pay or reimburse Zuva for any such taxes and Zuva may add any such taxes to invoices submitted to Customer by Zuva. Unless otherwise stated on an [Order Form](#), all Fees and other charges are denominated and shall be paid in US dollars.
- b. **Committed Spend.** If Customer's usage exceeds their Committed Spend prior to the end of the applicable Period, Additional Usage Charges shall apply. Any Additional Usage Charges shall be invoiced and be payable as specified in the [Order Form](#).
- c. **Customer Hosted Deployment.** If Customer has licensed the Services pursuant to a Customer Hosted Deployment, Zuva shall provide a script or app, either within the Application or separately that Customer shall use to extract usage statistics (the



“Customer Reported Usage Data”) and provide it to Zuva on a quarterly basis. To the extent that any personal data is collected (solely limited to names and email addresses of Users), this portion of the Customer Reported Usage Data will only be used for the purposes of Customer support and furtherance of Zuva’s obligations under this Agreement and Zuva will comply with any applicable data protection legislation in respect of that data. If Additional Usage Charges apply for a Customer Hosted Deployment, Zuva will invoice Customer quarterly. Zuva shall have the right to conduct an audit of a Customer Hosted Deployment Customer’s books and records to confirm compliance with the terms of this section. Such audit shall be conducted by a mutually acceptable public accounting firm. Customer agrees to cooperate with Zuva in the conduct of such audit within 30 days of notice. In the event such audit discloses an underpayment, Customer shall pay Zuva the amount of such underpayment within ten days of demand. Customer shall also be responsible for the cost of the audit if the underpayment exceeds 5% of the Fees paid for the period covered by the audit.

- d. **Suspension.** Zuva reserves the right to suspend Customer’s access to the Services on ten days’ written notice to Customer if Customer fails to pay any amounts (other than such amounts as are then subject to good faith dispute) when due. If this agreement is for a trial of Zuva, and Customer exceeds their usage limitation of the Services by more than 20% on any given day, Zuva may suspend Customer’s access without notice or warning. Such suspension may apply for as long as Zuva chooses, including for the duration of the remaining Term.

4. Term.

- a. **Term.** The term of this Agreement (the “Term”) shall commence on the Effective Date and continue for the period stated in the [Order Form](#), unless terminated sooner in accordance with this section. Unless (1) otherwise specified on the [Order Form](#) or (2) this is a free trial, the Term shall be automatically extended for successive one-year Periods (each a “Renewal Period”), unless either Party provides the other Party with written notice of non-renewal at least 30 days prior to the next upcoming renewal date.
- b. **Termination.**
 - i. **For Breach.** Without limitation of its other rights or remedies, either Party may terminate this Agreement by reason of a material breach of this Agreement, including any [Order Form](#), by the other Party, which breach shall not have been cured within 30 days following receipt of notice of such breach from the non-breaching Party. In addition, Zuva may immediately terminate this Agreement upon Customer’s breach of any of the license restrictions set in Section 5 of this Agreement.



- ii. **For Applicable Law.** Zuva may terminate this Agreement immediately on written notice if Zuva reasonably believes that (a) continued provision of any Service used by Customer would violate Applicable Law(s) or (b) Customer has violated or caused Zuva to violate any anti-bribery laws or export control laws.
- iii. **Effect of Termination.** For the avoidance of doubt: upon any termination of this Agreement, all outstanding [Order Form\(s\)](#) shall also simultaneously terminate, as well as all rights to use the Services, and all fees owed by Customer to Zuva are immediately due upon Customer's receipt of the final electronic bill or as stated in the final invoice. Customer shall be responsible for downloading or deleting any Documents or Customer Data from the Services upon termination. If Customer has a Customer Hosted Deployment, it shall delete all copies of the Services in its possession or control within 30 days following termination.
- iv. **Survival.** The following provisions hereof, together with any payment obligations that shall have accrued as of such date and any other provisions that by their sense or context would reasonably be understood to survive, will survive any expiration or termination of this Agreement or any [Order Form](#): Sections 1, 4(b), 6, 7, 8, 9, 10, 11 and 12.

5. Customer Restrictions.

Customer will not:

- (i) distribute, sell, sublicense or otherwise transfer or make available the Services or any portion thereof to any third party other than to Customer's customers as part of the Customer Applications;
- (ii) copy, modify, or create a derivative work of the Services (including, without limitation, using the outputs of Zuva's built-in or a third-party's Smart Fields to provide training data for comparable machine learning (or AI) models outside of the Services);
- (iii) reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any or all of the source code of the Services;
- (iv) use the Services in connection with any High Risk AI System;
- (v) bypass any measures Zuva uses to restrict access to the Services;



(vi) remove or modify any proprietary marking or restrictive legends placed on the Services; or

(viii) use the Services to store or transmit malicious code, or to transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights.

6. Intellectual Property Rights.

- a. **Customer IP.** As between the Parties, Customer shall own all right, title and interest (including all Intellectual Property Rights) in and to the Customer Applications, Outputs, Customer's Confidential Information, User Identifying Data, Documents, and any Customer Data.
- b. **Zuva IP.** As between the Parties, Zuva shall own all right, title and interest (including Intellectual Property Rights) in and to the Services, the Zuva Technology, Zuva's Smart Fields, Zuva's Confidential Information, the Documentation and the Usage Data.
- c. **Customer Smart Fields.** During the Term, Customer shall have the exclusive right to use the Customer-built Smart Fields in connection with the Services. Upon any expiry of this Agreement (unless otherwise agreed by the Parties) such Customer Smart Fields shall be deleted from Customer's account.

7. Indemnification.

- a. **Zuva.** Zuva shall indemnify, defend and hold harmless Customer and its officers, directors, employees and agents from any and all damages, liabilities, and reasonable costs or expenses, including reasonable attorneys' fees, finally awarded by a court of competent jurisdiction resulting from any third-party claim that the Services, as used in accordance with this Agreement, infringes upon any third-party Intellectual Property Right. Notwithstanding anything to the contrary contained herein, the indemnification and other obligations of Zuva in this Section 7 shall not apply with respect to any claim related to any of the Customer Data, any use of the Services in a manner that does not comply with the provisions of this Agreement, any negligence or willful misconduct by Customer or any Users, or any combination of the Services with any software, hardware, data or other materials not provided by Zuva for use in connection with the Services. If a claim is made against Customer that is subject to indemnification under this Section, Zuva shall either: (i) obtain for Customer the right to continue to use the Services; or (ii) modify or replace the Services with a non-infringing substitute that provides substantially the same performance and functionality of the original Services; *provided,*



however, that if Zuva reasonably determines that it is not commercially practicable to effectuate the actions described in the foregoing clauses (i) or (ii), Zuva shall have the right to terminate this Agreement, in which case it shall provide Customer with a refund of any prepaid sums with respect to the balance of the Term. This Section sets forth Customer's sole remedy, and Zuva's sole liability, in connection with claims of infringement.

- b. **Customer.** Customer shall indemnify, defend and hold harmless Zuva and its officers, directors, employees and agents from any and all lawsuits, damages, liabilities, costs, charges, and expenses, including reasonable attorneys' fees, resulting from any third-party claim related to the Customer Applications, Customer Data or Documents, the use thereof, or any transactions related thereto.
- c. **Third Party Usage.** Customer shall be responsible for all usage of the Services by Users, and shall ensure their compliance with all the terms and conditions of the Agreement.
- d. **Process.** With respect to any claims brought by any third party against an indemnified Party hereunder, the indemnified Party shall promptly advise the indemnifying Party of any such claim, although failure to provide such notice shall not relieve the indemnifying Party from its obligations hereunder except to the extent of any material prejudice resulting therefrom; the indemnified Party shall give the indemnifying Party the sole discretion and control to defend, compromise or settle the claim as the indemnifying Party may, in its sole discretion, determine appropriate, except that the indemnifying Party shall not settle any such claim that adversely affects the indemnified Party's rights or interests without first obtaining the written consent of the indemnified Party; and the indemnified Party shall reasonably cooperate with the indemnifying Party. The indemnifying Party shall keep the indemnified Party informed of the progress of any claim it is defending and shall consult with the indemnified Party prior to any settlement or compromise. The indemnified Party shall have the right to participate in the defense or settlement of any such claim with counsel of its own choosing at its own expense.

8. Confidentiality and Security.

- a. **Supersession.** The contents of this section shall supersede any non-disclosure or similar agreement entered into by the Parties.
- b. **Generally.** In connection with negotiating, entering into or performing this Agreement, each Party (the "**Receiving Party**") has and will have access to certain Confidential Information of the other Party (the "**Disclosing Party**"). "**Confidential Information**" means all information provided by the Disclosing Party to the Receiving Party hereunder that is (i) proprietary and/or non-public information related to the business activities of the Disclosing Party or its affiliates, including any business plans, strategy, pricing, or



financial information; (ii) information relating to the Disclosing Party's methods, processes, code, data, information technology, network designs, passwords, and sign-on codes; and/or (iii) any other information that is designated as confidential by the Disclosing Party. Without limitation of the foregoing, Confidential Information of Zuva includes the Zuva Technology; and Confidential Information of Customer includes the Documents, and Customer Data. Notwithstanding anything to the contrary contained herein, Confidential Information does not include information that is or was, at the time of the disclosure: (i) generally known or available to the public; (ii) received by Receiving Party from a third party; (iii) already in Receiving Party's possession prior to the date of receipt from Disclosing Party; or (iv) independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information, provided that in each case such information was not obtained by the Receiving Party as a result of any unauthorized or wrongful act or omission, breach of this Agreement, or breach of any legal, ethical or fiduciary obligation owed to the Disclosing Party. At all times, the Receiving Party shall: (I) use the same standard of care to protect the Confidential Information as it uses to protect its own confidential information of a similar nature, but not less than a commercially reasonable standard of care; (II) not use the Disclosing Party's Confidential Information other than as permitted under this Agreement; and (III) not disclose, distribute, or disseminate the Confidential Information to any third party (apart from its attorneys, accountants, contractors or consultants ("**Representatives**"), who are directed to hold the Confidential Information in the strictest confidence and are bound by applicable contractual or fiduciary obligations of confidentiality at least substantially as stringent as the provisions contained herein.

- c. **Required Disclosures.** Notwithstanding anything to the contrary contained herein, in the event that Receiving Party is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose any of the Confidential Information, Receiving Party shall, if permitted under Applicable Laws, provide Disclosing Party with prompt written notice of any such request or requirement so that Disclosing Party may seek a protective order or other appropriate remedy. If, in the absence of a protective order or other remedy, Receiving Party is nonetheless legally compelled to disclose Confidential Information, Receiving Party may, without liability hereunder, disclose that portion of the Confidential Information which is legally required to be disclosed, provided that Receiving Party exercises reasonable efforts to preserve the confidentiality of the Confidential Information, including, without limitation, by cooperating with the Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.



- d. **Security.** Zuva uses physical, managerial, and technical safeguards for the purpose of preserving the integrity and security of data in its possession or control. Zuva personnel will only access the Documents with the consent of Customer or to the extent reasonably required (i) to perform the Services on behalf of Customer; (ii) to investigate or correct a system error or otherwise improve the Services; (iii) to respond to requests of police, law enforcement, or other governmental authorities; (iv) to comply with any Applicable Laws; (v) to investigate and help prevent security threats, fraud, or other illegal, malicious, or inappropriate activity; (vi) to verify compliance with the provisions hereof; or (vii) to enforce or protect the rights or property of Zuva. Zuva shall provide the Services in accordance with the (I) Zuva DocAI Security Overview to be provided to Customer on request; (II) if applicable, the Data Protection Addendum as required by applicable Data Protection Laws (as defined therein). Zuva will notify Customer of a material security breach incident that directly impacts Customer without undue delay following the discovery of such incident.
- e. **Destruction.** On Disclosing Party's written request, Receiving Party and its Representatives shall promptly destroy all copies, whether in written, electronic, or other form or media, of Disclosing Party's Confidential Information.

9. Representations and Warranties; Disclaimer.

- a. Each Party represents and warrants that this Agreement constitutes its valid and binding obligation and is enforceable against it in accordance with its terms. In addition, Zuva represents and warrants to Customer that (i) the Services, as used in accordance herewith, shall operate substantially in accordance with the Documentation, and (ii) the Services, as provided by Zuva and used in accordance herewith, shall not contain, nor will Zuva introduce into the Services, any software viruses, worms, Trojan Horses, or similar malware. Customer represents and warrants to Zuva that use of the Services by its Users shall not violate any Applicable Laws, including laws or regulations governing the international or cross-border transfer of data or pertaining to data security or privacy.
- b. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN SECTION 9(a) ABOVE AND THE OBLIGATIONS DESCRIBED IN THE PREMIER SUPPORT ADDENDUM (IF APPLICABLE), ZUVA DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ERROR-FREE OR UNINTERRUPTED OPERATION, AND ANY REPRESENTATIONS OR WARRANTIES OR CONDITIONS ARISING FROM A COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE



FOREGOING, ZUVA MAKES NO WARRANTY THAT (I) THE SERVICES, INCLUDING THE ZUVA TECHNOLOGY, THE REPORTS, OR ANY OTHER SERVICES OR DELIVERABLES PROVIDED HEREUNDER (COLLECTIVELY, THE “**MATERIALS**”) WILL MEET THE REQUIREMENTS OF CUSTOMER OR USERS OR OPERATE IN COMBINATION WITH ANY HARDWARE, SOFTWARE OR DATA NOT PROVIDED BY ZUVA, (II) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE MATERIALS WILL BE ACCURATE OR RELIABLE, OR (IV) ANY ERRORS IN THE MATERIALS WILL BE CORRECTED. THE MATERIALS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITH ALL DEFECTS. NO ORAL OR WRITTEN INFORMATION OR COMMUNICATIONS GIVEN BY ZUVA, ITS EMPLOYEES, OR AGENTS WILL INCREASE THE SCOPE OF THE ABOVE WARRANTY OR CREATE ANY NEW OR ADDITIONAL WARRANTIES.

10. Liability.

EXCEPT FOR DAMAGES ARISING FROM A PARTY’S FRAUD, WILLFUL MISCONDUCT OR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT WILL: (I) EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF REVENUES, DATA LOSS OR USAGE, OR LOSS OF OPPORTUNITIES, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (II) EITHER PARTY’S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES, REGARDLESS OF CAUSE OR THEORY OF RECOVERY, EXCEED THE AMOUNT PAID (IN THE CASE OF LIABILITY OF ZUVA) OR PAYABLE (IN THE CASE OF LIABILITY OF CUSTOMER) UNDER THIS AGREEMENT WITH RESPECT TO THE SIX MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY. TO THE EXTENT ANY LIABILITY OF A PARTY CANNOT BE DISCLAIMED, EXCLUDED OR LIMITED AS AFORESAID UNDER APPLICABLE LAWS, SUCH LIABILITY SHALL BE DISCLAIMED, EXCLUDED AND LIMITED TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAWS. THE LIMITATIONS SET OUT IN THIS SECTION 10 APPLY REGARDLESS OF CAUSE OR THEORY OF RECOVERY INCLUDING BREACH OF CONTRACT, STATUTORY LIABILITY AND TORT (INCLUDING NEGLIGENCE).

11. Notices.

All notices, requests, demands or other communications to be given or delivered under or by reason of this Agreement shall be in writing and shall be delivered by email. Customer’s



email address shall be as set forth on the applicable [Order Form\(s\)](#). All notices to Zuva shall be sent via email to legal@zuva.ai.

12. Miscellaneous.

12.1 The relationship of the Parties under this Agreement is one of independent contractors.

12.2 This Agreement, together with any [Order Form](#) and/or supplementary terms and conditions relating to free trials or other matters, sets forth the entire agreement of the Parties as to its subject matter. No Customer invoice or purchase order shall add to, delete or otherwise modify the terms of this Agreement. In the case of any conflict or inconsistency between the provisions of an [Order Form](#) and the provisions of these Terms and Conditions, the provisions of the [Order Form](#) shall govern.

12.3 Neither Party shall be in default if its failure to perform or delay in performing any obligation under the Agreement (other than payment obligations) is caused by Force Majeure.

12.4 Neither Party may assign this Agreement or any [Order Form](#), in whole or in part, without the other Party's prior written consent, not to be unreasonably withheld; provided, however, that either Party may assign the Agreement without the other Party's consent to any entity that acquires all or substantially all of the business or assets of such Party related to the Services, whether by merger, reorganization, acquisition, sale, operation of law, change in control or otherwise. Any assignment made in conflict with this provision shall be void.

12.5 This Agreement is binding upon and will inure to the benefit of each of the Parties and their respective successors and assigns. Nothing in this Agreement is intended or shall be construed to give any person, other than the parties hereto, their successors and permitted assigns, any legal or equitable right, remedy or claim under or in respect of this Agreement.

12.6 A waiver of rights under this Agreement will not be effective unless it is in writing and signed by an authorized representative of the Party that is waiving the rights.

12.7 If any provision of the Agreement, or portion thereof, is found to be invalid, unlawful or unenforceable to any extent, the Parties shall negotiate in good faith amendments to the



Agreement to reflect the original intent of the Parties as closely as possible. Any invalid provision or portion thereof will be severed from the remaining provisions, which will continue to be valid and enforceable to the fullest extent permitted by Applicable laws.

12.8 This Agreement, and any and all disputes directly or indirectly arising out of or relating to this Agreement, will be governed by and construed in accordance with the laws of the Province of Ontario, without reference to the choice of law rules thereof. The Parties agree to submit to the exclusive jurisdiction over all disputes hereunder of the courts in the Province of Ontario. If Customer is in Canada, it is the express wish of both parties that the Agreement, and any associated documentation, be written and signed in English. C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.

[View Our Order Form](#)



