

ZAP CLOUD SUBSCRIPTION AGREEMENT

TERMS OF USE

YOUR SUBSCRIPTION TO THE SERVICE IS SUBJECT TO ALL THE TERMS AND CONDITIONS IN THIS AGREEMENT. THEREFORE, PLEASE SCROLL THROUGH AND READ ALL OF THE TERMS AND CONDITIONS IN THIS AGREEMENT CAREFULLY BEFORE CONCLUDING THE ACTIVATION PROCESS. THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND ZAP FOR YOUR SUBSCRIPTION TO THE SERVICE.

IF YOU ARE ACCEPTING THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH COMPANY OR ENTITY TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY YOU MUST NOT ACCEPT THESE TERMS AND CONDITIONS OR OTHERWISE ACCESS OR USE THE SERVICE.

YOU INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT INCLUDING ANY TERMS AND CONDITIONS IMPOSED BY REQUIRED THIRD PARTY SERVICE PROVIDERS, BY DOING ONE OR MORE OF THE FOLLOWING OR ALLOWING OR AUTHORIZING A THIRD PARTY TO DO ONE OR MORE OF THE FOLLOWING FOR YOU: (1) CLICKING "I AGREE" OR A SIMILAR AFFIRMATION AS APPLICABLE WHICH APPEARS DURING THE ACTIVATION OF YOUR SUBSCRIPTION, OR (2) ACCESSING OR USING THE SERVICE, OR (3) BY CLICKING ON THE "SIGN UP" BUTTON DISPLAYED AS PART OF THE REGISTRATION PROCESS.

IF YOU DO NOT AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT INCLUDING ANY TERMS AND CONDITIONS IMPOSED BY REQUIRED THIRD PARTY SERVICE PROVIDERS, EACH IN THEIR ENTIRETY AND WITHOUT MODIFICATION OR ADDITION (UNLESS AGREED OTHERWISE IN WRITING BY ZAP), THEN YOU MUST NOT ACCESS OR USE THE SERVICE IN ANY WAY.

1. DEFINITIONS

Key definitions for this agreement can be found in EXHIBIT A.

2. LICENCE GRANT, SERVICE RESTRICTIONS, CUSTOMER SUPPORT AND MAINTENANCE

2.1. License Grant.

2.1.1. Subject to your compliance with this Agreement and payment of all applicable Subscription Fees, ZAP grants you a limited, non-exclusive, non-transferable, non-sub-licensable and revocable license of the scope described in this Agreement to access and Use your Subscription for your Subscription Term in accordance with instructions and Documentation that ZAP provides only if you or someone acting on your behalf and at your direction has: (a) placed an Order with ZAP for an initial Subscription Term or a Renewal Term (as the case may be), a Subscription upgrade (such as for more Users, Supplemental Services, etc.) and ZAP has accepted such Order; (b) accepted all of the terms and conditions of this Agreement either before or during activation of your Subscription (as described above); (c) accepted or agreed to all of the terms and conditions that a third party imposes on your use of a Required Third Party Service; and (d) accepted or agreed to any terms and conditions that may be applicable to any such Supplemental Services.

2.1.2. **Cloud Service Commitments.** ZAP Commitments to this Service can be found online at the following location: [ZAP Cloud SLA](#).

2.2. You may permit up to the maximum number of Users, Data Warehouse size, Viewers, Solutions and Modules, as included in the Subscription Plan you purchased; or any add-on you purchased in addition to your Subscription Plan. Usage above the maximum-allowed number incurs additional fees as set out in your Subscription Plan or Order, which are charged separately on a monthly recurring basis.

2.3. Service Restrictions

2.3.1. You are only authorised to access and Use the functionality of the Service through (i) your private Internet or extranet using an Internet connection you provide or (ii) a wireless communication network you connect to, on Devices you provide.

2.3.2. You may not install any components of the Service on your Devices unless ZAP provides express instructions for you to do so.

2.3.3. You must not:

2.3.3.1. rent, lease, license, sublicense, loan, sell, reuse, republish, download, display, distribute, transmit, market, or commercialize any portion of the Subscription or Service or Use the Service as part of a facility management, timesharing or service bureau arrangement or for software or application development;

2.3.3.2. duplicate or otherwise copy any portion of the Service or Documentation or remove any proprietary notices or labels from the Service including, but not limited to, the ZAP name, ZAP logo, ZAP product names, or names or logos of Required Third Party Service providers wherever they appear;

2.3.3.3. transfer or delegate any right granted to you under this Agreement or permit any parent, Affiliate (except as allowed by section 2.4.4 below), subsidiary or any other third party to use or benefit from any functionality found in the Subscription, either directly or via a facility management, timesharing, service bureau or any other access arrangement; or

2.3.3.4. conduct any activity prohibited by section 3.4.

2.3.4. You may Use the Subscription and Service to process the data of an Affiliate only if:

2.3.4.1. your aggregate Use of the Service is limited to a single dataset unless you have paid the relevant Subscription Fees for Users of Affiliates to access and Use the Service, in which case the Users of such Affiliates may access and Use the Service in accordance with this Agreement;

2.3.4.2. You understand and agree that where Users of Affiliates access and Use the Service, any acts or omissions of the Users of Affiliates shall be deemed to be your acts or omissions and that you shall have in place appropriate measures including, but not limited to, organizational and technical measures to ensure that the Users of Affiliates are aware of and comply with the terms of this Agreement as if they were a party to it. If you become aware of any breach of the terms of this Agreement by Users of Affiliates, you must notify ZAP immediately in writing of the breach and you must, at your own cost, take any corrective action as directed by ZAP.

2.3.4.3. you maintain an accurate list of Affiliates on file with ZAP;

2.3.4.4. you promptly notify ZAP if any company is no longer an Affiliate, in which case such the Users of Affiliates shall automatically lose any rights of Use relating to the Service.

2.3.5. You shall not facilitate or aid a third party in any of the activities described in this section 2

2.4. Customer Support and Maintenance

2.4.1. ZAP will provide you with the Customer Support and Maintenance as set out in ZAP's [Standard Support policy](https://zapbi.com/Terms) that can be found online at <https://zapbi.com/Terms>.

2.4.2. ZAP will not be required to provide Customer Support and Maintenance where errors arise from:

- 2.4.2.1. incorrect use of the Service or operator error;
- 2.4.2.2. your failure to fulfil or observe your obligations in sections 2.1, 2.2, 2.3, 2.4 and 3 of this Agreement;
- 2.4.2.3. your failure to maintain the required compatible equipment, software and communications lines which are required to connect you to the Internet and access the Service;
- 2.4.2.4. any other circumstances where it is stated in the information provided to you by ZAP that such Customer Support and Maintenance will not be provided.
- 2.4.2.5. ZAP reserves the right to introduce any substitute or replacement Service which substantially fulfils the same functions as part or all (as the case may be) of the Service which it substitutes or replaces.

3. RULES REGARDING THE USE OF YOUR SUBSCRIPTION

- 3.1. You acknowledge that you have been made aware of and have met all technical requirements for the Subscription, including, but not limited to, the requirement to have Internet access.
- 3.2. You must (a) comply with all applicable laws and regulations pertaining to your Use of and access to your Subscription; (b) prevent unauthorized access to your Subscription and promptly notify ZAP of any unauthorized access or use; (c) Use the Subscription and Service only in accordance with its Documentation and this Agreement; (d) comply with all notices, policies, and instructions ZAP provides regarding Your Content; and (e) keep confidential all user ID(s) and passwords ZAP provides you to access and activate your Subscription.
- 3.3. You are solely responsible for (a) your Users' compliance with this Agreement including without limitation ensuring your Users take all reasonable precautions against unauthorized access to and loss of data and (b) maintaining the confidentiality of your user ID(s) and password(s) and for all activity that occurs under your user ID(s) and password(s) unless the breach in confidentiality is caused directly by ZAP. You must promptly notify ZAP of any unauthorized activity or breach of security that you discover.**

3.4. Prohibited Activities

ZAP may immediately and without notice suspend or terminate your Subscription if you:

- 3.4.1. provide ZAP with fraudulent information;
- 3.4.2. send spam or other unsolicited or duplicative mesZAPs in violation of applicable laws;
- 3.4.3. access, store, distribute or transmit material that: (i) is obscene, sexually explicit, promotes violence, is threatening, defamatory or is otherwise unlawful, harmful, infringing or tortious (including material harmful to children or in violation of third party privacy or intellectual property rights); (ii) contains viruses or other harmful or malicious code that may compromise the security or functionality of any website, program, process, business or data; (iii) is discriminatory based on race, ethnicity, gender, color, religious belief, sexual orientation, disability or any other illegal activity or; (iv) causes damage or injury to any person or property;
- 3.4.4. use any tool, process, or method to (i) collect or detect email addresses, financial information, or other information from ZAP or other ZAP customers; or (ii) attempt to gain unauthorized access to the Subscription, the Service, other accounts, computer systems or networks connected to or supporting the Subscription through hacking, password mining or by any other means;
- 3.4.5. post, upload, mirror, use framing techniques to use or otherwise distribute copyrighted material without the consent of the copyright holder;
- 3.4.6. Use the Subscription in any way that threatens the integrity, performance or reliability of the Subscription infrastructure, or in any manner that works around any intentional technical limitations in the Subscription; or
- 3.4.7. make or attempt to make a local non-cache copy of any part of the Subscription.

You must not facilitate or aid a third party in any of the activities described in this section. It is impossible to provide an exhaustive list of exactly what constitutes acceptable and unacceptable Use of your Subscription. In general, ZAP will not tolerate any use of the Service which facilitates any illegal activity, which damages or is likely to damage ZAP's business or reputation, the availability or integrity of the Service or which causes ZAP or threatens to cause ZAP to incur any legal, tax or regulatory liability.

- 3.5. You are liable for any costs incurred by ZAP in connection with your breach of this Agreement, including costs incurred to enforce your compliance. ZAP cannot monitor, has no control over, and is not responsible for your internet connection, network, wireless connection, bandwidth, the content of your Device(s) and/or any other equipment you utilize. ZAP reserves the right to restrict, change, suspend, or terminate your Subscription by any means if your access, Use, or connection to the Service impairs or adversely affects ZAP's operations or the Service, including Use of the Service by others.
- 3.6. You agree to execute and deliver such documents and perform such acts as may reasonably be required for the purposes of giving full effect to this Agreement.

4. SUBSCRIPTION TERM

- 4.1. You may Subscribe to the Service for the Subscription Term. The start date of your Subscription Term is the date your subscription becomes live, and from which you receive an email invitation to log in.
- 4.2. Provided you pay the required Subscription Fees in accordance with this Agreement your Subscription will automatically renew for subsequent Renewal Terms equal to the expiring Subscription Term (unless agreed otherwise with ZAP) in accordance with the terms of this Agreement and will continue until one of the following events occur: (a) you terminate your Subscription in accordance with the provision of this Agreement; (b) ZAP terminates your Subscription in accordance with the provisions of this Agreement; or (c) this Agreement terminates in accordance with its terms.

5. SUBSCRIPTION FEES

- 5.1. As part of the Subscription registration process, ZAP will agree a payment method and payment frequency with you and you will provide ZAP with payment information that is accurate and current, including your billing address and, if ZAP accepts payment from you by credit, debit or other bankcard, the expiration date of such credit, debit or other bankcard. You shall notify ZAP promptly of any changes to your payment information. You agree to accept invoices from ZAP by email and to provide ZAP with an email address to which invoices can be sent. You also agree to have in place the relevant procedures to ensure you monitor and check the email address for invoices that may be sent to you in connection with this Agreement.
- 5.2. You authorize ZAP to collect your payment of Subscription Fees in advance in the applicable currency, using the payment method, payment frequency and payment information you provide, and that ZAP accepts. You must pay the Subscription Fees and any other charges arising under this Agreement within 30 days of the date on ZAP's invoice, or as otherwise agreed with ZAP. Subscription Fees quoted do not include applicable taxes but applicable taxes will be included in the amount ZAP charges you. Late payments will accrue reasonable interests as permitted by the laws of the ZAP entity from which you purchased your Subscription or as otherwise agreed with your local ZAP entity.
- 5.3. If ZAP has not received payment of the applicable Subscription Fees from you then without prejudice to ZAP's other rights and obligations ZAP may suspend or terminate your Subscription.

Your Customer Data shall be kept for a period of 30 days and ZAP shall re-instate the Subscription once payment is received.

5.4. The Subscription Fees you pay will be based on the ZAP's price list as of the date of the invoice and shall remain applicable during your Subscription Term. The ZAP price-list may vary, and Subscription Fees are subject to such concessions as ZAP may in its absolute discretion apply from time to time. Subscription Fees may increase in accordance with sections 4.3 and 5.5.

5.5. If at any time during your Subscription Term:

5.5.1. you want to increase the number of your Users Subscribing to the Service in addition the number of Users included in your Subscription plan; and/or

5.5.2. you want to increase your access to additional components of the Service; and/or

5.5.3. there is any increase in the fees charged by a Required Third Party Service including our third party hosting service provider, for which ZAP will give you reasonable notice. In such a case, Customer has the right to terminate before the price change, without paying any termination fees. If Customer doesn't terminate, then the Customer is taken to agree to the price change.

(each of the above an "Increase") you must pay the applicable Subscription Fees for the relevant Increase and your increased Subscription Fees will be pro-rated from the date the relevant Increase is made available to you until the commencement of your next Renewal Term.

If:

5.5.4. you wish to decrease the number of Users Subscribing to the Service; and/or

5.5.5. you wish to reduce your access to the various Service components; and/or

5.5.6. either ZAP or you amend, adapt or adjust the underlying hosting infrastructure and connectivity services in any way which requires a decrease in the Subscription Fees; and/or

5.5.7. there is any decrease in the fees charged by a Required Third Party Service including our third party hosting service provider;

(each of the above a "Decrease") the relevant Decrease will be calculated from the commencement of your next Renewal Term when your Subscription Fees will be calculated to take account of the relevant Decrease.

5.5.8. You understand and agree that, as part of your Subscription, you will automatically be charged for your uZAP of the following components of the Service, e.g. if you consume more units than what is included in your Subscription Plan, such as: Viewer user, Data warehouse size (in Gigabytes or "GB"), Data source connections.

5.6. Subject to section 5.5, ZAP reserves the right to increase your Subscription Fees upon the commencement of your Renewal Term. ZAP will use its reasonable endeavours to give you 60 days' written notice prior to the commencement of your Renewal Term of the amount by which your Subscription Fees will increase (unless a ZAP entity from which you purchased your Subscription has agreed to give you a different number of days' written notice prior to your Renewal Term). If you continue to Use your Subscription after the fee change takes effect, you will be deemed to (a) agree to the fee change and (b) authorize ZAP to collect the new Subscription Fee amount using the agreed payment method.

5.7. You are responsible for providing ZAP with your most current contact and billing information. You agree that, so long as your Subscription is active, ZAP may automatically bill the same credit card or debit the same bank account you provided to ZAP on the same periodic basis as previously agreed with you, unless subsequently agreed otherwise.

6. OWNERSHIP RIGHTS

- 6.1. Your right to Use the Subscription is licensed and not sold.
- 6.2. As between you and ZAP:
 - 6.2.1. you shall own and retain all right, title and interest in Your Content, including your trade names, service marks, or any other trade insignia;
 - 6.2.2. ZAP and/or its licensors shall own and retain all intellectual property right, titles and interest in and to:
 - 6.2.2.1. their respective trade names, logos, service marks, or any other trade insignia,
 - 6.2.2.2. the Service, Documentation and the underlying technology, and
 - 6.2.2.3. all content, including, without limitation, ZAP Technology, but excluding Your Content.

Any right to Use, transmit, reproduce, distribute, download, or exploit ZAP Technology not expressly licensed to you in this Agreement is strictly prohibited. All rights not expressly set out in this Agreement are reserved by ZAP and/or its licensors.

- 6.3. ZAP may, when necessary to maintain, upgrade, troubleshoot, and/or protect the integrity of your Subscription, Your Content and the Service, request access to read or download Your Content, including diagnostics data on a limited basis and for the sole purpose of completing support, maintenance, upgrades, troubleshooting, and/or protecting the integrity of your Subscription, Your Content, and the Service. Please refer to the [ZAP Global Privacy policy](#) for more detail.

7. LIMITED WARRANTIES AND DISCLAIMERS

- 7.1. ZAP warrants that:
 - 7.1.1. the Service will perform substantially in accordance with the Documentation (where utilised in accordance with ZAP's operating instructions) and will be provided with reasonable care and skill. This warranty only applies so long as you use the Service in accordance with ZAP's operating instructions (for example, the Documentation);
 - 7.1.2. during your Subscription Term it will use commercially reasonable efforts to ensure that the Service will meet the service level specified in any service level guidelines notified to you by a ZAP entity from which you purchased your Subscription.
- 7.2. If you notify ZAP in writing that the Service does not conform with any of the warranties in section 7.1 ZAP will use reasonable commercial efforts to correct any such non-conformance promptly, or provide you with an alternative means of accomplishing the desired performance. Subject to your right to terminate the Service in accordance with the provisions of this Agreement, such correction or substitution constitutes your sole and exclusive remedy for any breach of the warranties set out in section 7.1.
- 7.3. To the extent allowable by the laws in your jurisdiction, ZAP:
 - 7.3.1. does not warrant that your Use of the Service will be uninterrupted or error-free, or that the Service, Documentation and/or the information obtained by you through the Service will meet your requirements or produce particular outcomes or results (irrespective of whether you informed ZAP about how you intend to use the Service at the point of purchase); and
 - 7.3.2. is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the Service may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

7.4. TO THE EXTENT ALLOWABLE BY THE LAWS IN YOUR JURISDICTION, LIMITED WARRANTIES STATED IN THIS SECTION 7, ZAP AND ITS SUPPLIERS AND LICENSORS EXPRESSLY DISCLAIM TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS AND GUARANTEES OF ANY KIND OR NATURE WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES, CONDITIONS OR GUARANTEES (A) OF MERCHANTABILITY OR SATISFACTORY QUALITY, (B) OF FITNESS FOR A PARTICULAR PURPOSE, OR (C) OF NON-INFRINGEMENT OF PROPRIETARY OR INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY, AND (D) ARISING FROM CUSTOM OR TRADE USAGE OR BY ANY COURSE OF PRIOR DEALING OR COURSE OF PERFORMANCE. YOU ACKNOWLEDGE THAT THE UTILITY OF BUSINESS MANAGEMENT SOFTWARE DECREASES AS TECHNOLOGY EVOLVES AND THE BUSINESS ENVIRONMENT CHANGES AND THAT YOU ARE FREE TO DECIDE AND ARE RESPONSIBLE FOR DECIDING WHEN TO CEASE USING THE SERVICE.

7.5. Other Limitations and Requirements

7.5.1. If you purchased your Subscription or any other related services from any distributor, reseller (including a ZAP reseller) or dealer you should investigate and satisfy yourself regarding their experience, skills and qualifications. Any such third party from whom you have purchased the Subscription or other services is an independent contractor and is expressly not appointed or authorised by ZAP as its servant or agent. No such person has any authority, either express or implied, to amend this Agreement, or to enter into any contract or provide any representation, warranty or guarantee with or to you on ZAP's behalf, or otherwise to bind ZAP in any way whatsoever. ZAP will not be responsible for any modifications made to the Service by such persons, nor for any of their acts or omissions.

7.5.2. YOU ARE RESPONSIBLE FOR ADOPTING REASONABLE MEASURES TO:

- 7.5.2.1. ENSURE THE ACCURACY OF YOUR CONTENT AND THE PROCESS BY WHICH IT IS INPUTTED INTO THE SERVICE;
- 7.5.2.2. EXAMINE AND CONFIRM RESULTS OBTAINED FROM THE SERVICE BEFORE YOU RELY ON IT;
- 7.5.2.3. ADOPT PROCEDURES TO IDENTIFY AND CORRECT ERRORS AND OMISSIONS; AND
- 7.5.2.4. RECONSTRUCT OR REFRESH YOUR CONTENT.

8. EXCLUSIONS OF AND LIMITATIONS ON LIABILITY

8.1. Nothing in this Agreement excludes ZAP's liability for:

- 8.1.1. death or personal injury caused by ZAP's negligence;
- 8.1.2. fraud or fraudulent misrepresentation;
- 8.1.3. any other matter ZAP cannot limit or exclude by applicable law.

8.2. You acknowledge that the provision of the Service is inherently complex and may not be free from errors and that you have been advised to verify the work produced by the Service. Subject to **section 8.1** neither ZAP nor its suppliers, or third party providers shall be liable to you whether in tort, (including negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise (even if ZAP knew or should have known there was a possibility you could suffer or incur such loss or damage) for:

- 8.2.1. any loss of profits, loss of business, loss of chargeable time, loss of anticipated savings, depletion of goodwill or similar losses however caused;
- 8.2.2. loss of use or loss of or damage to data/information inputted by you into the Service.

8.3. The Service Level Arrangements state your full and exclusive right and remedy and ZAP's only obligation and liability in respect of the performance, non-performance and/or availability, non-availability of that part of the Service to which Service Levels Arrangements are applicable.

- 8.4. SUBJECT TO CLAUSES 8.1, 8.2, 8.3 IN NO EVENT SHALL ZAP'S LIABILITY TO YOU ARISING OUT OF OR IN CONNECTION WITH THE SERVICE, YOUR SUBSCRIPTION OR THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE SUBSCRIPTION FEES ACTUALLY PAID BY YOU IN THE TWELVE (12) MONTHS PRECEDING YOUR CLAIM.**
- 8.5. You acknowledge and agree that this Agreement allocates risk between you and ZAP as authorized by applicable law and that the Subscription pricing reflects this allocation of risk and the exclusions and limitations of liability contained in this Agreement. If any remedy hereunder is determined to have failed of its essential purpose, all other limitations of liability and exclusion of damages set out in this Agreement shall remain in full force and effect.
- 8.6. You acknowledge that, unless included as part of your Subscription, you and ZAP agree in writing for ZAP to provide any professional services directly to you in connection with your Subscription, you are responsible for engaging a qualified third party to provide any professional services for you on terms you negotiate. You also acknowledge that you are responsible for independently investigating the skills and qualifications of such third party to ensure that they provide you with the level of skill and service your business requires. You agree that ZAP shall have no liability whatsoever for any failure associated with such professional services, even if the party you engage is an authorized or certified ZAP reseller, consultant, or installer of ZAP products or services.
- 8.7. In the event that you wish to bring a claim or other civil proceeding arising out of or in connection with this Agreement, you represent and warrant to ZAP that the involvement of you and any of your Affiliates in such a claim or proceeding shall not give rise to any increase in or multiplication of any cap placed on ZAP's liability.

9. INDEMNIFICATION

- 9.1. If you receive notice of any claim that your use of any part of the Service infringes any third party's intellectual property right in a patent, copyright, or trade secret (an "Indemnity Claim"), ZAP shall defend and shall indemnify and hold you harmless by paying any resulting costs and damages finally awarded by a court of competent jurisdiction with respect to any such Indemnity Claim provided that you:
- 9.1.1. notify ZAP in writing promptly upon becoming aware of the Indemnity Claim;
 - 9.1.2. do not independently defend or respond to any claim or threatened claim and give ZAP the right to settle the Indemnity Claim in ZAP's sole discretion and at ZAP's expense.
 - 9.1.3. at ZAP's request and expense, give ZAP such information and assistance as is reasonable under the circumstances; and
- 9.2. You shall indemnify and hold ZAP, its Affiliates and its officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that use of the Customer Data infringes the rights of, or has caused harm to, a third party; or (ii) a claim alleging that your use of the Service or Content in breach of this Agreement infringes the rights of, or has caused harm to, a third party.
- 9.3. This indemnification does not extend to any Indemnity Claim:
- 9.3.1. arising from the combination of the Service with other elements not under ZAP's sole control;
 - 9.3.2. arising from any part of the Service that you or a third-party modify, or that incorporates specifications, designs or formulas that you provide;

- 9.3.3. which arises as a result of your continued Use of the Service after you have been notified that it infringes the rights of a third party; or
- 9.3.4. if in relation to an Indemnity Claim you do not comply with **section 9.1** above.

9.4. If you are prevented from Using the Service because of an actual or threatened infringement, then at ZAP's option, ZAP shall promptly either:

- 9.4.1. obtain for you the right to continue Using the affected part of the Service; or
- 9.4.2. replace or modify the affected part of the Service so that it becomes non-infringing.

9.5. If having used all reasonable commercial efforts ZAP cannot achieve either of the circumstances in sections 9.3.1 or 9.3.2 on reasonable terms and you give ZAP a written notice to do so, ZAP will promptly refund to you a pro-rata portion of the Subscription Fee based on your Use of the Service during your relevant Subscription Term, when this Agreement including your right to Use the Service shall automatically terminate.

9.6. THIS SECTION 9 SETS OUT ZAP'S ENTIRE FINANCIAL LIABILITY FOR ANY INDEMNITY CLAIM.

10. PRIVACY

- 10.1. ZAP will not actively monitor Your Content but will investigate complaints of violations of a third party right. ZAP will cooperate with those attempting to minimize Internet or telecommunication abuse and reserves the right to institute filters or other mechanisms for that purpose. ZAP will cooperate with law enforcement authorities and may notify such authorities if it suspects that you are engaged in illegal activities. For more information regarding ZAP's protection of your information including personal data, please consult the [ZAP Global Privacy Policy](#).
- 10.2. In its sole discretion, ZAP may change the Privacy Policy from time to time and will post a notice of the changes to the Privacy Policy on its website.
- 10.3. Your use of third party Supplemental Services or Required Third Party Services may also be subject to privacy policies of those third party providers.

11. CONFIDENTIALITY

- 11.1. ZAP shall implement commercially reasonable security measures designed to prevent the disclosure or dissemination of Your Content and information regarding your Subscription to any third party without your written consent and shall not use Your Content for ZAP's own benefit or for the benefit of any third party, except to the extent permitted by this Agreement. Notwithstanding the foregoing, you agree that ZAP may provide Your Content to those third parties that ZAP engages to provide services of and support for the Subscription, Required Third Party Services and your Supplemental Services.
- 11.2. You shall implement commercially reasonable security measures designed to prevent the disclosure or dissemination of the Service, ZAP Technology and information about your Subscription to any third party without ZAP's written consent, and shall not Use the Service, ZAP Technology, or information about your Subscription for your own benefit or the benefit of any third party, except to the extent permitted by this Agreement.
- 11.3. If you are or ZAP is requested pursuant to, or required by, applicable law, regulation or legal process to make disclosures of information ("Protected Information") otherwise prohibited by sections 11.1 or 11.2, above, each of us will promptly notify the other (if not prohibited by law or legal or regulatory process) so that the other may seek a protective order or other appropriate remedy or, in the other's sole discretion, waive compliance with the terms of this Agreement. In the event that no such protective order or other remedy is obtained, or that the other party does

not waive compliance with the terms of this Agreement, then each party shall furnish only that portion of the Protected Information which it believes in good faith, after consulting with legal counsel, it is legally required to disclose and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the Protected Information.

12. ANTI-BRIBERY AND CORRUPTION

- 12.1. Each party will and will procure that persons associated with them:
- 12.1.1. comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption (the "Relevant Requirements");
 - 12.1.2. not engage in any conduct which would constitute an offence under any of the Relevant Requirements;
 - 12.1.3. not do, or omit to do, any act that may lead the other party to be in breach of any of the Relevant Requirements;
 - 12.1.4. promptly report to the other party any request or demand for any undue financial or other advantage received by it in connection with this Agreement;
 - 12.1.5. have and maintain in place during the term of this Agreement its own policies and procedures to ensure compliance with the Relevant Requirements and will enforce them where appropriate.

13. DATA PROTECTION

- 13.1. This section 13 applies to the extent the GDPR governs ZAP's Processing of your data (including Customer Data)
- 13.2. For the purposes of this Agreement, the parties agree that you are the Controller in respect of Personal Data contained within Customer Data ("**Customer Personal Data**") and as Controller, you have sole responsibility for its legality, reliability, integrity, accuracy and quality.
- 13.3. You warrant and represent that:
- 13.3.1. you will comply with and will ensure that your instructions for the Processing of Customer Personal Data will comply the Data Protection Laws;
 - 13.3.2. you are authorized pursuant to the Data Protection Laws to disclose any Customer Personal Data which you disclose or otherwise provide to ZAP regarding persons other than yourself;
 - 13.3.3. you will where necessary, and in accordance with the Data Protection Laws, obtain all necessary consents and rights and provide all necessary information and notices to Data Subjects in order for:
 - 13.2.3.1 you to disclose the Customer Personal Data to ZAP;
 - 13.2.3.2 ZAP to Process the Customer Personal Data for the purposes set out in this Agreement; and
 - 13.2.3.3 ZAP to disclose the Customer Personal Data to: (a) its agents, service providers and other companies within the ZAP group of companies; (b) law enforcement agencies; (c) any other person in order to meet any legal obligations on ZAP, including statutory or regulatory reporting; and (d) any other person who has a legal right to require disclosure of the information, including where the recipients of the Customer Personal Data are outside the European Economic Area.
- 13.4. To the extent that GDPR governs ZAP's Processing of any Customer Personal Data, the terms of Exhibit B shall apply and the parties agree to comply with such terms.
- 13.5. Where, and to the extent ZAP Processes your Personal Data as a Controller in accordance with the Privacy Notice, ZAP shall comply with all Data Protection Laws applicable to ZAP as Controller.
- 13.6. You agree that ZAP may record, retain and use Customer Data generated and stored during your use of the Program (including Customer Personal Data, which ZAP shall Process as

Data Controller as set out in the Privacy Policy, on the basis of ZAP's legitimate business interests), in order to:

- 13.6.1. deliver advertising, marketing (including in-product messaging) or information to you which may be useful to you, based on your use of the Program;
- 13.6.2. carry out research and development to improve ZAP, and its Affiliates', services, products and applications;
- 13.6.3. develop and provide new and existing functionality and services (including statistical analysis, benchmarking and forecasting services) to you and other ZAP customers;
- 13.6.4. provide you with location-based services (for example location relevant content) where ZAP collects geo-location data to provide a relevant experience,

provided that ZAP shall only record, retain and use the Customer Data and/or Process Customer Personal Data on a pseudonymized basis, displayed at aggregated levels, which will not be linked back to you or to any living individual. If at any time you do not want ZAP to use Customer Data in the manner described in this Section 13.6, please contact ZAP at the email address set out in the Privacy Policy.

14. TERMINATION

- 14.1. This Agreement commences on the Commencement Date and continues until it is terminated in accordance with the provisions of this Agreement. You cannot access the Service after this Agreement is terminated.
- 14.2. Subscriptions will automatically renew for the Renewal Term equal to the expiring Subscription Term (unless agreed otherwise between the parties) unless either party gives the other written notice of non-renewal (and the written notice required will be as notified to you by a ZAP entity from which you purchased your Subscription) before the end of the relevant Subscription Term; if no such notice period was prescribed by the relevant ZAP entity then the relevant notice period will be 60 days' written notice. Where a party gives such written notice then your Subscription shall end at the end of the relevant Subscription Term. Requests for termination not provided with the required written notice will be applied to the end of your next Renewal Term.
- 14.3. ZAP may accept a request to terminate this Agreement prior to the conclusion of your Subscription Term. A termination fee corresponding to the remaining time (in days) of your Subscription term will however apply.
- 14.4. ZAP may terminate this Agreement on written notice to you:
 - 14.4.1. if you fail to pay when due any Subscription Fee and ZAP then gives you 10 working days' written notice of such late payment and after 10 working days you have still not paid such amount (unless a ZAP entity from which you purchased your Subscription has agreed a different notice period within which you must pay your Subscription Fee);
 - 14.4.2. if you fail to comply with any term of this Agreement and, if capable of remedy, do not rectify your non-compliance within 30 days of ZAP's written notice requiring you to remedy your non-compliance. Where a breach is a material breach or a breach not capable of remedy ZAP may in its sole discretion terminate this Agreement on written notice to you with immediate effect, and require that you pay for the time the Service remained online;
 - 14.4.3. to the extent applicable under your local jurisdiction, if you cease to exist, cease to trade, become bankrupt, go into liquidation, suffer or make any winding up petition, make an appointment with your creditors, have an administrator, administrative receiver or

other receiver appointed, benefit from a statutory moratorium of your debts, or if you are affected by any similar circumstances.

- 14.5. A Party may terminate this Agreement for cause (a) upon written notice to the other Party of a material breach if such breach remains uncured at the expiration of thirty (30) days from the date of the breaching Party's receipt of such notice; or (b) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. If this Agreement is terminated by You in accordance with this section, We will, to the extent permitted by applicable law, refund You any prepaid fees covering the remainder of the Subscription Term after the effective date of termination. If this Agreement is terminated by Us in accordance with this section, You will pay any unpaid fees covering the remainder of the Subscription Term pursuant to all applicable Invoice. In no event will termination relieve You of Your obligation to pay any fees payable to ZAP for the period prior to the effective date of termination.
- 14.6. If this Agreement terminates for any reason, Your Content will remain Your Content and you are entitled to extract it before the end of this Agreement. However your failure to extract Your Content will not prevent this Agreement from ending. ZAP has the right to delete Customer data after 30 days.
- 14.7. ZAP will have no liability to you or any third party for the termination of this Agreement with or without cause, including without limitation, liability for compensation, reimbursement or damages on account of the loss of prospective profits or on account of expenditures, investments, leases or commitments made in connection with your business or goodwill or for any other reason whatsoever.
- 14.8. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.
- 14.9. Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

EXHIBIT A - DEFINITIONS

1. **"Affiliate"** means any entity that controls you, that you control or that is under common control with you, where **"control"** means the ownership, directly or indirectly, of equity securities or other ownership interests which represent more than 50% of the voting power of such affiliate.
2. **"Agreement"** means these terms and conditions for your Subscription to the Service including the Exhibits as amended and updated by ZAP from time to time together with any other documents or addenda expressly incorporated into these terms and conditions by reference.
3. **"Available"** or **"Availability"** means, for a given calendar month, Authorized Users have access to the Cloud Platform in a planned period during that month.
4. **"Commencement Date"** means the earliest date ZAP either accepts your Order for your Subscription or you do anything consistent with accepting this Agreement such as Using the Service, signing a copy of this Agreement or ticking a box or clicking on a button (or something similar) when you are asked to confirm that you accept this Agreement during the sign up to the Service unless ZAP agrees otherwise with you.
5. **"Customer Support"** means assistance ZAP provides or makes available to you on-line or by phone, email, chat or other means in accordance with the relevant Documentation provided by the ZAP entity from which you purchased your Subscription.
6. **"Data Center"** means a facility in a Region where the software and hardware parts of the Service are located in.
7. Data Controller means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data; where the purposes and means of such Processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law. **"Data source connection"**, refers a single connection to any source of data for Production data models used in Production environments; where two separate connections to the same data source account for two datasource connections.
8. "Data Processor" means a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Data Controller.
9. **"Data Protection Laws"** means all applicable EU laws and regulations governing the use or processing of Personal Data, including the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time.
10. **"Data warehouse"**, and **"Warehouse"** mean the database the Service generates that holds your data.
11. **"Data warehouse size"**, and **"DW Size"** mean the total size, expressed in Giga-Bytes ("GB") of the Data warehouse, which is monitored by ZAP and may be subject to additional charge **"Device"** means any device that meets ZAP's system requirements that you use to access any part of your Subscription.
12. **"Documentation"** means the prevailing documentation and information made available to you by ZAP and which may be updated by ZAP from time to time, including but not limited to specifications, technical and user guides including guidance as to minimum system requirements, that are set out in the Service help files and any release-related notes, guides or manuals ZAP

publishes specific to the version of the Service which is made available, but excluding marketing materials and sales publications.

13. **“Exhibits”** means the exhibits to this Agreement.
14. **“GDPR”** means EU General Data Protection Regulation 2016/679.
15. **“Force Majeure”** is a term that essentially frees both parties from liability or obligation when an extraordinary event or circumstance beyond the control of the parties, such as a war, strike, riot, crime, denial of service attack, distributed denial of service attack or an event described by the legal term act of God (such as hurricane, flooding, earthquake, volcanic eruption, etc.), prevents one or both parties from fulfilling their obligations under the contract. Force majeure is generally intended to include risks beyond the reasonable control of a party, incurred not as a product or result of the negligence or malfeasance of a party, which have a materially adverse effect on the ability of such party to perform its obligations.
16. **“Maintenance”** means any updates, upgrades, enhanced and new functionality, patches and fixes provided by ZAP for the Service, which may result in an Outage Time
17. **“Order”** means the document evidencing your initial Subscription for the Service in written form specifying among other things, the subscription plan and included features, the applicable Subscription Fees, the Subscription Period and other charges or add-on as agreed between you and ZAP and any subsequent Order in written form evidencing some or all of the same; each such Order to be incorporated into and to become a part of this Agreement;
18. **“Outage Time”** means the duration of time (expressed in minutes) that the Service is not Available.
19. **“Party”** means either you or ZAP as the context requires and “parties” means you and ZAP together;
20. **“Personal Data”** means any information relating to an identified or identifiable natural person (**“Data Subject”**); 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.
21. **“Privacy Policy”** or “Privacy policy” means the privacy notice posted on the website of the ZAP group website with which you have Subscribed to the Service
22. **“Processing”** means any operation or set of operations which is performed on Personal Data or on sets of Personal 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 and “Process”, “Processed” and “Processes” shall be construed accordingly.
23. **“Recovery Point Objective”** means the point in time to which the recovery of data shall be obtained during either an exercise or actual event requiring disaster recovery measures to be taken.
24. **“Recovery Time Objective”** means the total time allotted to bring the Cloud Platform online in either a disaster recovery exercise or actual event requiring disaster recovery measures to be taken.

25. **“Region”** shall mean the geographical location where the Service resides.
26. **“Renewal Term”** means each successive 12-month period (unless a shorter or longer period is agreed with ZAP) of your Subscription Term.
27. **“Required Third Party Service”** means a required service, software, or Subscription functionality made available by a provider other than ZAP that ZAP makes available as part of your Subscription.
28. **“Service”** means the provision by ZAP of the hosted data integration, data warehouse, semantic layer and reporting capabilities including related Maintenance and Customer Support; all of ZAP’s proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to you by ZAP in providing the Services and any audio and visual information, documents, software, products and services contained or made available to you as part of your Subscription and for which you must pay the applicable Subscription Fee.
29. **“Service Credit”** means any credits payable by ZAP to you in accordance with the Availability of the Hosted Platform as described in ZAP’s Service Level Commitment.
30. **“Service Level Commitment”** means any service level arrangements described in the documentation provided to you by ZAP pursuant to section 2.1.
31. **“Solution”** means a pre-built set of analytics and data model pipelines
32. **“Solution module”**, and **“Module”** means an area of a Solution, such as **“Sales”** which includes a set of Analytics and data model pipelines.
33. **“Subscription”** means your access to and Use of the Service in a cloud or wireless environment together with Use of any Supplemental Services and Required Third Party Services that ZAP makes available to you as part of this Agreement and **“Subscribe”** or **“Subscribed”** shall be construed accordingly.
34. **“Subscription Fee(s)”** means the purchase price owed to a ZAP entity with which you Subscribed to the Service for access to the various components of your Subscription for the Subscription Term.
35. **“Subscription Term”** means the contract term on your Order (unless a shorter or longer period is agreed with ZAP) and each successive Renewal Term for which you have paid a Subscription Fee.
36. **“Supervisory Authority”** means an independent public authority which is established under applicable Member State law and which concerns itself with the Processing of Personal Data.
37. **“Supplemental License Terms”** means additional terms and restrictions provided to you by the ZAP entity with which you contracted for the Software that are specific to the Program you license under this Agreement or third-party software you license in connection with this Agreement.
38. **“Supplemental Services”** means, if available, optional software or services you may elect to include in your Subscription.
39. **“Use”** means to activate the Subscription, execute the Service and use Customer Support, provided that: (a) you access the Subscription only from your Devices; and (b) you execute the functionality of the Service during the Subscription Term (i) for its intended purpose solely in connection with the internal management of the business that you and where applicable your

Affiliates conduct, and (ii) solely to the extent of any and all applicable limitations (whether as to the number or types of uses or Supplemental Services you purchase) set out in this Agreement.

40. **"Users"**, "Named users" and "Viewers" mean you and anyone you authorize to use the Service.
41. **"you"**, **"your"**, and **"Customer"** means or refers to the organization or the account owner who subscribed to the Service or that ZAP has registered to Use the Service.
42. **"Your Content"** and **"Customer Data"** mean the data and other information that you upload to or process through the Service.
43. **"ZAP"** means the ZAP Technology Pty Ltd. entity or any other ZAP entity from which you have Subscribed to the Service, or the entity from which you are related based on EXHIBIT C
44. **"ZAP Technology"** means images, text, software, music, sound, photographs, video, graphics, applets, Documentation, screen shots, displays, graphical user interfaces and software incorporated into the Service and all copyright, trade secret, patent and patent applications, trademark and other intellectual property rights in and to the Service, including, but not limited to, object code, the underlying source code, algorithms, formulae, data structures, scripts, application programming interfaces and protocols, all inventions (whether patentable or not), know-how, ideas, discoveries, compositions, products, schematics, databases, drawings, designs, samples, models, processes, procedures, data, information, manuals, notes, and any item marked "confidential" or "proprietary".

EXHIBIT B – DATA PROTECTION

1. Interpretation

1.1 Where there is any inconsistency between the terms of this Exhibit B and any other terms of this Agreement, the terms of this Exhibit B shall take precedence.

2. Processing of Customer Personal Data

2.1 During the term of this Agreement ZAP warrants and represents that it:

2.1.1 shall comply with the Data Protection Laws applicable to ZAP whilst such Customer Personal Data is in ZAP's control;

2.1.2 when acting in the capacity of a Processor, shall only Process the Customer Personal Data:

2.1.2.1 as is necessary for the provision of the Service under this Agreement and the performance of ZAP's obligations under this Agreement; or

2.1.2.2 otherwise on your documented instructions.

2.2 ZAP agrees to comply with the following provisions with respect to any Customer Personal Data Processed for you in connection with the provision of the Service under this Agreement.

3. Obligations of ZAP

3.1 ZAP shall:

3.1.1 taking into account the nature of the Processing, assist you by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of your obligations to respond to requests from individuals for exercising Data Subjects' rights; and

3.1.2 taking into account the nature of the Processing, and the information available to it, provide reasonable assistance to you in ensuring compliance with your obligations relating to:

3.1.2.1 notifications to Supervisory Authorities;

3.1.2.2 prior consultations with Supervisory Authorities;

3.1.2.3 communication of any breach to Data Subjects; and

3.1.2.4 privacy impact assessments.

4. Personnel

4.1 ZAP shall:

4.1.1 take reasonable steps to ensure the reliability of any personnel who may have access to the Personal Data;

4.1.2 ensure that access to the Customer Personal Data is strictly limited to those individuals who need to know and/or access the Customer Personal Data for the purposes of this Agreement; and

4.1.3 ensure that persons authorized to Process the Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

4.2 If so required by Data Protection Laws, ZAP shall appoint a data protection officer and make details of the same publicly available.

Security and Audit

5.1 ZAP shall implement and maintain appropriate technical and organizational security measures appropriate to the risks presented by the relevant Processing activity to protect the Personal Data against

unauthorized or unlawful Processing and against accidental loss, destruction, damage or disclosure. Such measures include, without limitation, the security measures set out in **section 5.3** below.

5.2 Subject to any existing obligations of confidentiality owed to other parties, ZAP shall make available to you all information reasonably necessary to demonstrate compliance with the obligations set out in this Exhibit A, which may include a summary of any available third party security audit report, or shall, at your sole cost and expense (including, for the avoidance of doubt any expenses reasonably incurred by us), allow for and contribute to independent audits, including inspections, conducted by a suitably-qualified third party auditor mandated by you and approved by ZAP.

5.3 ZAP operates, maintains and enforces an information security management programme (“**Security Program**”) which is consistent with recognized industry best practice. The Security Program contains appropriate administrative, physical, technical and organizational safeguards, policies and controls in the following areas:

- 5.3.1** information security policies;
- 5.3.2** organization of information security;
- 5.3.3** human resources security;
- 5.3.4** asset management;
- 5.3.5** access control;
- 5.3.6** cryptography;
- 5.3.7** physical and environmental security;
- 5.3.8** operations security;
- 5.3.9** communications security;
- 5.3.10** system acquisition, development and maintenance;
- 5.3.11** supplier relationships;
- 5.3.12** information security incident management;
- 5.3.13** information security aspects of business continuity management;
- 5.1.14** legislative, regulatory and contractual compliance.

6. Data Breach

6.1 ZAP shall notify you if it becomes aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to the Customer Personal Data arising from any act or omission of ZAP or its sub-processors.

7. Transfer of Personal Data outside the EEA

7.1 You expressly agree that ZAP may transfer Customer Personal Data within the ZAP group of companies on the terms of ZAP’s Master Data Processing and Transfer Agreements, which incorporate the European Commission’s standard contractual clauses.

7.2 You acknowledge that the provision of the Service may require the Processing of Customer Personal Data by sub-processors in countries outside the EEA. ZAP shall not transfer Customer Personal Data outside the EEA to a sub-processor where such transfer is not subject to: (a) an adequacy decision (in accordance with Article 45 of the GDPR); or (b) appropriate safeguards (in accordance with Article 46 of the GDPR); or (c) binding corporate rules (in accordance with Article 47 of the GDPR), without your prior written consent.

8. Return and deletion

8.1 At your option, ZAP shall delete or return all Customer Personal Data to you at the end of the provision of the Service and delete all existing copies of Customer Personal Data unless ZAP is under a

legal obligation to require storage of that data or ZAP has another legitimate business reason for doing so.

9. Use of Sub-Processors

9.1 You agree that ZAP has general authority to engage third parties, partners, agents or service providers, including its Affiliates, to Process Customer Personal Data on your behalf in order to provide the applications, products, services and information you have requested or which ZAP believes is of interest to you ("**Approved Sub-Processors**"). ZAP shall not engage a sub-processor to carry out specific Processing activities which fall outside the general authority granted above without your prior specific written authorisation and, where such other sub-processor is so engaged, ZAP shall ensure that the same obligations set out in this Exhibit A shall be imposed on that sub-processor.

9.2 ZAP shall be liable for the acts and omissions of its Approved Sub-Processors to the same extent ZAP would be liable if performing the services of each Approved Sub-Processor directly under the terms of this Exhibit B.

EXHIBIT C - ZAP ENTITIES

Reference to the term “ZAP” in this Agreement means: ZAP Technology Pty Ltd. or any other entities as indicated in the below table depending and your location:

ZAP Entity	Regions covered	Address
Zap Technology Pty Ltd.	Asia Pacific	854 Lorimer Street Port Melbourne 3207 VIC. Australia
Zap Technology Limited	Europe, Middle-East and Africa	33 Cavendish Square London W1G 0PW United Kingdom
ZAP Technology LLC	Americas	8875 Hidden River Parkway Suite 300 Tampa, FL 33637 United States of America