101 REDWOOD SHORES PARKWAY
REDWOOD CITY, CA 94065

ZUORA MASTER SUBSCRIPTION AGREEMENT

This is an enforceable contract between Zuora and Customer. Customer is responsible for reviewing all terms and conditions of this agreement before signing an Order Form, clicking an "Accept" button, or accessing or using the Service. By signing an Order Form, clicking an "Accept" button, or accessing or using the Service, Customer confirms that it has read and accepts this agreement. Any different or additional terms Customer may reference or provide to Zuora are inapplicable and expressly overridden by this agreement.

1. CONTRACT STRUCTURE; ORDER OF PRECEDENCE

This Zuora Master Subscription Agreement ("**MSA**") is entered into between Zuora, Inc. ("**Zuora**") and the customer ("**Customer**") identified on the executed order document between Customer and Zuora that references this MSA ("**Order Form**"), and is effective as of the date of the Order Form ("**Effective Date**"). This MSA, all Order Forms, and all statements of work, work authorizations, etc. ("**SOWs**") (collectively, the "**Agreement**") govern Customer's access to and use of the Service. In the event of any conflicts between this MSA, any Order Form, and any SOW, the following order of precedence applies: a SOW takes precedence and prevails over its associated Order Form solely with respect to the SOW's subject matter; and an Order Form takes precedence and prevails over this MSA solely with respect to the Order Form's subject matter. Customer and Zuora may be referred to in this MSA individually as a "**Party**" and collectively as the "**Parties**".

2. GRANT OF ACCESS; CUSTOMER'S USE

2.1 Grant of Access. Subject to the terms and conditions of this MSA, Zuora grants Customer the non-exclusive, non-transferable (except as specified in Section 16.2 (Assignment and Other Transfers)) right to access and use the Service and Zuora Technology during the Service Term in accordance with the Agreement.

2.2 Customer's Use of the Service. Customer agrees that its subscription to the Service, and all fees and charges ("**Fees**") paid or payable under the Agreement, are neither contingent on the delivery of any future functionality or features of the Service, Zuora Technology, or the Professional Services nor based on any oral or written comments regarding any future functionality or features.

3. OWNERSHIP OF SERVICE AND CUSTOMER DATA

3.1 Ownership of the Service. The Service and Zuora Technology are the property of Zuora and its licensors, and are protected by copyright, patent, trade secret, and other intellectual property laws. Zuora and its licensors retain any and all right, title, and interest in and to the Service and Zuora Technology (including all intellectual property rights), including all copies, modifications, extensions, and derivative works thereof. Customer's right to use the Service and Zuora Technology is limited to the rights expressly granted in the Agreement. All rights not expressly granted to Customer are reserved by Zuora and its licensors. If Customer provides any feedback to Zuora regarding the Service, Zuora Technology, or the Professional Services, Zuora may use that feedback without restriction, and Customer grants Zuora a license to use the feedback.

3.2 Ownership and Use of Customer Data.

a. As between Customer and Zuora, all Customer Data is the property of Customer.

b. Zuora may store, access, and process Customer Data as necessary to provide the Service, meet its obligations under the Agreement, verify Customer's compliance with the Agreement (including to monitor and analyze Customer's and its Users' use of the Service), and develop, improve, and enhance the Service and other Zuora offerings.

c. Zuora stores Customer Data in one or more Tenant(s) located in data centers that are owned and controlled by Zuora's third party vendor. A current list of Zuora's subprocessors, including processing locations, is found at www.zuora.com. Customer Data may be accessed remotely for support and technical operations purposes.

d. Any use of Personal Data will not enable identification of any individual person by a third party.

4. CUSTOMER RESPONSIBILITIES

4.1 User Accounts; Compliance With Laws. Customer is responsible for: (i) all activity occurring under Customer's User accounts (except to the extent any such activity is caused by Zuora); (ii) the conduct of any third party that obtains access to the Service from Customer; and (iii) complying with all laws and regulations applicable to Customer's use of the Service and Zuora Technology, including those related to data privacy, transmission of Personal Data, and export control.

4.2 Use Restrictions.

a. Customer must not, without Zuora's prior written consent, cause or permit any: (i) use, copying, modification, rental, lease, sublease, sublicense, operation of a service bureau, transfer, or other commercial exploitation of, or other third party access to, any element of the Service or Zuora Technology, except to the extent expressly permitted by the Agreement; (ii) creation of any modifications or derivative works of the Service or Zuora Technology; (iii) reverse engineering of the Service or Zuora Technology; (iv) unauthorized access to the Service or Zuora Technology or any related systems or networks; (v) interference with or disruption of the integrity or performance of the Service or Zuora Technology or the data contained therein (e.g., via unauthorized benchmark testing or penetration testing); (vi) sending, storing, or use of any Customer Data in connection with the Service or Zuora Technology for which Customer lacks sufficient ownership or other rights; or (vii) sending, storing, or using any infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material in connection with the Service or Zuora Technology.

b. Customer must use reasonable security measures to access the Service and Zuora Technology, and must not knowingly send, store, or use any material containing any viruses, worms, Trojan horses, or other malicious or harmful computer code, files, scripts, agents, or programs in connection with the Service or Zuora Technology.

c. Zuora reserves the right to take all steps reasonably necessary to protect the security, integrity, or availability of the Service or Zuora Technology (e.g., by temporarily suspending access by anyone who introduces malicious code or attempts to do so).

4.3 Customer PCI Responsibilities. If Customer or its third party service provider (if any) processes any credit card information using the Service, Customer will (and must ensure that its service provider will): (i) comply with the Payment Card Industry Data Security Standard ("**PCI DSS**"); (ii) implement and maintain reasonable security measures to protect all cardholder data in its possession or control; and (iii) not take any action in connection with using the Service that places Zuora in non-compliance with the PCI DSS.

4.4 Zuora Community Site. Customer may be required to log into Zuora's online community portal through the www.zuora.com website to receive information regarding the Service and Zuora Technology, any changes to the Service or Zuora Technology, and to take other required actions relating to its access to and use of the Service.

5. PROVISION OF THE SERVICE

5.1 Subscription Specifics. Unless otherwise set forth in an Order Form, the number and type of Tenant(s) and other usage specifics (e.g., tasks, subscribers, and entities) to which Customer is entitled will correspond to the particular Service to which Customer subscribes, as provided in the Knowledge Center.

5.2 Support; Service Level Agreement. Zuora will provide technical support for the Service and maintain the Service in accordance with the Service Level Agreements, as further detailed in the Knowledge Center, for as long as Customer is entitled to receive support under the applicable Order Form.

5.3 Security. Zuora will provide the Service in accordance with the Security Policy. The Security Policy applies to Zuora and its provision of the Service, and to Customer and its use of the Service.

5.4 DPA. Zuora will provide the Service in accordance with the DPA. The DPA applies to Zuora and its provision of the Service, and to Customer and its use of the Service. Unless the Parties have entered into a different agreement, the DPA that Zuora makes available on www.zuora.com is the DPA referenced in this MSA.

5.5 Modifications. Zuora reserves the right to make enhancements and other changes to the Service, including deprecation and removal of certain features and functionality, and to the terms governing Customer's use of the Service. All changes will be effective when published or as notified by Zuora. Zuora will make reasonable efforts to notify Customer, at least thirty (30) days in advance, via Zuora's Normal Communication Channels, of any scheduled changes that Zuora believes are likely to have a material, adverse impact on Customer's use of the Service.

6. TERM, TERMINATION

6.1 Term.

a. Term of MSA. The term of this MSA will begin on the Effective Date and will continue in effect until it expires or is terminated pursuant to the provisions of this MSA.

b. Term of Order Forms. The initial term of each Order Form will start on the Start Date and end on the End Date as set forth on the Order Form (the "**Initial Service Term**").

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c. Auto-Renewal of Order Form. Unless otherwise provided in the Order Form, upon expiration of the Initial Service Term, the Order Form will automatically renew for subsequent terms as set forth on the Order Form (each a "**Renewal Service Term**"); provided however that either Party may notify the other Party in writing at least ninety (90) days (subject to Section 8.4) prior to the end of the then-current Service Term that it elects not to renew. The Initial Service Term and all Renewal Service Terms (if any) are referred to collectively as the "**Service Term**".

6.2 Termination.

a. Termination of MSA. This MSA will automatically terminate on the date that all Order Forms and all SOWs subject to this MSA have expired or been terminated. Either Party may terminate this MSA for cause.

b. Termination of Order Form or SOW. Either Party may terminate an Order Form or a SOW (i) in accordance with the document's terms; or (ii) for cause; or (iii) if this MSA is terminated for cause.

6.3 Effect of Termination.

a. Survival of MSA Terms. Those provisions of this MSA that by their nature are intended to survive any expiration or termination of this MSA will survive. An Order Form or SOW may identify additional terms that will survive any expiration or termination of the Order Form or SOW.

b. Effect of Termination of MSA, Order Form, or SOW. Subject to the exclusive remedy provisions in this MSA, (i) if Customer terminates an Order Form, a SOW, or this MSA for Zuora's uncured material breach, Customer will be entitled to a refund, on a pro rata basis, of any prepaid Fees that are unused as of the effective termination date; and (ii) if Zuora terminates an Order Form, or a SOW, or this MSA for Customer's uncured material breach, all amounts owed and unpaid by Customer under the Order Form or SOW will become due and payable.

7. ORDERS

7.1 Ordering the Service. Customer orders its subscription to the Service via an Order Form.

7.2 Ordering Professional Services. Customer orders Professional Services via an Order Form or an SOW, as more particularly described in Section 11, below.

7.3 Purchase Orders. If Customer requires a purchase order ("**PO**") to be issued before making payment under an Order Form or a SOW, Customer must provide Zuora with a valid PO in time for Customer to meet its payment obligations. The terms and conditions of any PO (or of any other unilateral Customer document not agreed in writing by authorized representatives of both Parties) will have no effect on the rights or obligations of the Parties under the Agreement, regardless of any failure to object to such terms and conditions.

7.4 Affiliate Orders. Customer's Affiliates are also permitted to sign Order Forms and SOWs that are governed by this MSA, in which case all references to "Customer" in this MSA shall be interpreted to refer to the relevant Customer Affiliate for purposes of interpreting those Affiliate Order Forms and SOWs; provided, however, that Zuora's maximum liability under Section 14 (Limitation of Liability) to Customer and all of its Affiliates that sign Order Forms or SOWs under this MSA shall not exceed, in the aggregate, the limits stated in Section 14.

8. FEES; PAYMENT; OVERAGES; TAXES

8.1 Payment. Customer must pay all Fees for the Service and Zuora Technology in accordance with this MSA and each Order Form or SOW. Except to the extent otherwise expressly stated in this MSA, or in an Order Form or a SOW:

a. all payment obligations are non-cancelable and all Fees are non-refundable;

b. Customer must make all payments without setoffs, withholdings, or deductions of any kind; provided however that if Customer has the legal obligation to withhold or deduct any amount from the Fees, the sum payable by Customer (in respect of which such deduction or withholding is required to be made) shall be increased to the extent necessary to ensure that Zuora receives a sum net of any withholding or deduction equal to the sum which it would have received had no such deduction or withholding been made or required to be made; and

c. Customer must pay all Fees within thirty (30) days after Customer receives each invoice (invoices are deemed received when Zuora emails them to Customer's designated billing contact).

8.2 Invoicing. Unless otherwise provided in the Order Form: (i) Fees for the Service for each year of the Initial Service Term are invoiced in advance, annually, during the term; and (ii) Fees for each Renewal Service Term will be invoiced at least thirty (30) days prior to the start of the Renewal Service Term. Fees for Professional Services will be invoiced as provided in the applicable SOW or Order Form.

8.3 Overages. If Customer's use of the Service exceeds the entitlements set forth on the applicable Order Form, Customer must come into compliance, by either (i) purchasing additional entitlements (if available), or (ii) upgrading to the next level of the Service. In either case, Customer must pay any associated Fees. Customer's failure to come into compliance within thirty (30) days after Zuora's notice to Customer will be deemed a material breach of the Agreement, in which case Zuora may (a) issue additional entitlements or a Service upgrade to Customer and invoice Customer for associated Fees, or (b) suspend Customer's access to the Service, or (c) terminate all applicable Order Forms and SOWs for cause in accordance with Section 6.2.b (Termination of Order Form or SOW).

8.4 Modification of Fees Upon Renewal. Zuora reserves the right to modify the Fees for any Renewal Service Term by notifying Customer in writing at least thirty (30) days before the end of the then-current Service Term. Unless Customer notifies Zuora in writing at least twenty (20) days prior to the end of the then-current Service Term that Customer elects not to renew the subject Order Form(s), the modified Fees will take effect upon commencement of the Renewal Service Term.

8.5 Taxes. Fees are exclusive of all taxes, levies, withholdings, deductions, or duties ("**Taxes**") imposed by taxing authorities in connection with any Order Forms or SOWs. Customer is responsible for paying all Taxes (but not any Taxes based solely on Zuora's income or which do not arise from the Order Form or SOW). If Zuora has the legal obligation to pay or collect Taxes for which Customer is responsible, that additional amount will be invoiced to and paid by Customer, unless Customer provides Zuora with a valid tax exemption certificate. Customer expressly acknowledges and agrees that, unless prohibited by the applicable taxing jurisdiction, all Taxes associated with its subscription to the Service will be assessed and collected based solely on the tax jurisdiction of the address Customer provides for Customer's admin user (the "**Admin User Location**"). Customer agrees that it is responsible for ensuring the accuracy of the Admin User Location. Customer agrees that it will not request or require Zuora to calculate or apply Taxes in multiple jurisdictions or based on different locations where the Service is accessed or used. Customer expressly acknowledges and agrees that any tax obligations arising from Customer's or its Users' use of the Service in jurisdictions other than the Admin User Location is Customer's sole responsibility, and that Zuora has no obligation or responsibility for any additional tax obligations. Customer may update the Admin User Location address by providing written notice to Zuora and taxes will be updated on a prospective basis.

8.6 Customer Contact Information. Customer agrees to provide Zuora accurate billing and other contact information for each Order Form and SOW at all times during the Service Term, including the full legal name of the applicable Customer legal entity, and the street address, e-mail address, name, and telephone number of an authorized billing contact. Customer must update its billing contact information via email to Zuora's Accounts Receivable team at ar@zuora.com.

8.7 Consequences of Non-Payment. If Customer wrongfully fails to make any payments required under any Order Form or SOW, then in addition to any other rights Zuora may have under this MSA or applicable law:

a. Zuora may impose an interest penalty of one and one-half percent (1.5%) per month or the maximum permitted by law (whichever is less) on any outstanding delinquent balance;

b. Zuora will be entitled to recover its reasonable costs of collection;

c. Zuora may suspend the start of any Service Term, or Renewal Service Term; and

d. If Customer's account remains delinquent (other than for invoices or amounts disputed in good faith) for thirty (30) days after receipt of a delinquency notice from Zuora, which may be provided via email to Customer's designated billing contact, Zuora may suspend Customer's access to the Service for up to ninety (90) days to pursue good faith negotiations before pursuing termination in accordance with Section 6. Customer will continue to incur and owe all applicable Fees irrespective of any Service suspension based on Customer's delinquency.

9. NON-PRODUCTION USE

Customer may use the Service for evaluation, internal demonstration, testing, or other purposes outside a Production Tenant (e.g., by using a Sandbox or another non-production service environment). By using the Service on a non-production basis, Customer accepts the Service on an "as is" basis and acknowledges that Zuora provides no express or implied warranties, indemnities, or security commitments and will have no liability in connection with such use notwithstanding anything to the contrary in this MSA. For the avoidance of doubt, no Personal Data or Financial Account Data should be used in a Sandbox or any other non-production service environment. In connection with its use of the Service, Customer may receive access to beta or other non-production versions of products and features of the Service, which is subject to the beta access terms that Zuora makes available.

10. THIRD PARTY OFFERINGS

To the extent Customer's use of the Service or Zuora Technology requires use of any third party products, packages, or services not made available by Zuora (e.g., Oracle Java, Adobe Acrobat, Salesforce CRM, Amazon Web Services, or a Web browser), Customer must purchase or license those offerings directly from the applicable third party. In connection with using the Service or Zuora Technology, Customer may also choose to purchase or license certain other third party products, packages, or services identified by Zuora. The terms for any third party products, packages, and services are between Customer and the relevant third parties. Zuora does not license, support, control, endorse, or otherwise make any representations or warranties regarding any third party products, packages, or services, and in no event will Zuora have any liability whatsoever in connection with those offerings, even if Customer has directed Zuora to implement or configure the third party products, packages, or services.

11. PROFESSIONAL SERVICES

11.1 If Customer wishes to purchase any training, implementation, or other professional services from Zuora relating to the Service ("**Professional**

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Services"), the Parties must execute one or more SOWs or Order Forms (depending on how the particular Professional Services offering is sold) containing the relevant description of those services. Zuora Professional Services are separate and apart from the Service, and neither Party's obligations in connection with the Service are dependent in any way on any Professional Services. Zuora retains all ownership rights in and to all copyrightable works, deliverables, designs, inventions, know-how, software, techniques, trade secrets, work product, and other materials created by or for Zuora (either solely by Zuora or jointly with Customer or others) and provided to Customer under a SOW, and any derivative works thereof, excluding any Customer Confidential Information. Customer may not create derivative works of any materials Zuora provides with the Professional Services. Zuora grants Customer a non-exclusive, non-transferable, royalty-free right to access and use the materials Zuora provides with the Professional Services, internally, in connection with the Service during the Service Term.

11.2 Nothing in this MSA will prohibit, restrict, or limit (i) Zuora from performing the same or similar Professional Services for or providing the same or similar work product to any third party, or (ii) Customer from hiring a third party to perform professional services related to the Service.

12. WARRANTIES

12.1 Mutual Warranties. Each Party represents and warrants to the other that: (i) it has the legal power and authority to enter into this MSA; (ii) this MSA has been duly authorized and constitutes a valid and binding agreement enforceable against the Party in accordance with its terms; (iii) in entering into this MSA, it is not relying on any commitments, statements, or other matters not expressly set forth in this MSA, an Order Form, or a SOW; (iv) to the best of its knowledge, no authorization or approval from any third party is required in connection with the Party's execution of this MSA; and (v) to the best of its knowledge, the execution of this MSA does not violate the terms or conditions of any other legally binding agreement to which the Party is subject.

12.2 Zuora Commitments. Zuora represents and warrants that:

a. It will use reasonable technical means to screen for and detect disabling devices, viruses, Trojan horses, trap doors, back doors, time bombs, cancelbots, and other computer programming routines designed to damage or detrimentally interfere with software or data.

b. The Service will, under normal use and circumstances, perform substantially in accordance with the relevant documentation and the Service description found in the Knowledge Center or in other location(s) as Zuora shall, from time to time, advise Customer.

c. Professional Services provided by Zuora under a SOW will be performed in a professional and workmanlike manner.

12.3 Warranty Disclaimers.

a. EXCEPT TO THE EXTENT EXPRESSLY PROVIDED IN THIS MSA: (i) ZUORA AND ITS LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED (IN FACT OR BY OPERATION OF LAW), OR STATUTORY, REGARDING THE SERVICE, THE PROFESSIONAL SERVICES, OR ANY MATTER WHATSOEVER; AND (ii) ZUORA AND ITS LICENSORS DO NOT WARRANT THAT THE SERVICE OR ANY PROFESSIONAL SERVICES ARE OR WILL BE ERROR-FREE, MEET CUSTOMER'S REQUIREMENTS, ACHIEVE ANY PARTICULAR RESULTS, OR BE TIMELY OR SECURE. ZUORA AND ITS LICENSORS EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT WITH RESPECT TO THE SERVICE AND ANY PROFESSIONAL SERVICES. CUSTOMER HAS NO RIGHT TO MAKE OR PASS ON TO ANY THIRD PARTY ANY REPRESENTATION OR WARRANTY MADE BY ZUORA.

b. THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET OR ELECTRONIC COMMUNICATIONS. ZUORA IS NOT RESPONSIBLE FOR DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE, LOSS, OR LIABILITY RESULTING FROM SUCH PROBLEMS NOT CAUSED BY ZUORA.

13. INDEMNIFICATION

13.1 By Zuora.

a. Zuora will defend Customer, its Affiliates, officers, directors, and employees from and against any claims asserted by a third party based on an allegation that use of the Service in accordance with the Agreement infringes a copyright in any country or a patent of the United States, the United Kingdom, a member state of the European Union, Canada, or Australia (collectively, "**Claims**"). Zuora will also indemnify Customer and its Affiliates, officers, directors, and employees by paying all damages, costs, and expenses (including reasonable legal fees and costs) finally awarded by a court of competent jurisdiction or agreed in a written settlement agreement signed by Zuora, arising out of such Claims.

b. If (i) any aspect of the Service is found by a court or, in Zuora's reasonable opinion, is likely to be found by a court to infringe upon a third party intellectual property right, or (ii) the continued use of the Service is enjoined, Zuora will promptly and at its own expense: (A) obtain for Customer the right to continue using the Service in accordance with the Agreement; or (B) modify the item(s) in question to no longer be infringing; or (C) replace the item(s) with a non-infringing functional equivalent. If, after reasonable efforts, Zuora determines in good faith that options (A), (B), and (C) are not feasible, Zuora will remove the infringing item(s) from the Service and refund to Customer on a pro rata basis any prepaid Fees for the infringing element(s) that are unused as of the removal date.

c. Zuora will have no obligation to indemnify nor any liability for any Claim under this Section 13.1 to the extent arising from: (i) the combination, operation, or use of the Service with any product, device, software, or service not supplied or authorized in writing by Zuora to the extent the combination creates the infringement; (ii) Customer's unauthorized alteration or modification of the Service; or (iii) Zuora's compliance with Customer's designs, specifications, requests, or instructions in providing Professional Services to the extent the Claim is based on such compliance.

13.2 By Customer. Customer will defend Zuora, its Affiliates, officers, directors, and employees from and against any claims asserted by a third party based on a breach by Customer of Sections 4.1, 4.2, and 4.3 (Customer Responsibilities) of this MSA. Customer will also indemnify Zuora and its Affiliates, officers, directors, and employees by paying all damages, costs, and expenses (including reasonable legal fees and costs) finally awarded by a court of competent jurisdiction or agreed in a written settlement agreement signed by Customer, arising out of the third party claims described in this Section 13.2.

13.3 Requirements for Indemnification.

a. Each Party's respective defense and indemnity obligations under Sections 13.1 and 13.2 are contingent upon the indemnified Party: (i) promptly giving notice of the third party claim to the indemnifying Party once the claim is known; (ii) giving the indemnifying Party sole control of the defense and settlement of the claim; (iii) not compromising or settling the claim without the indemnifying Party's approval (provided, however, that the indemnifying Party must not settle such claim unless the settlement unconditionally releases the indemnified Party of all liability and does not adversely affect the indemnified Party's business or service in a material manner); and (iv) providing appropriate information and reasonable cooperation to the indemnifying Party in connection with the claim.

b. THE FOREGOING ARE THE INDEMNIFYING PARTY'S SOLE OBLIGATIONS, AND THE INDEMNIFIED PARTY'S EXCLUSIVE REMEDIES, WITH RESPECT TO INDEMNIFICATION.

c. Nothing in this Section 13 restricts or limits each Party's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a Claim subject to indemnity.

14. LIMITATION OF LIABILITY

14.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS MSA, BUT ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

a. NOTHING IN THE AGREEMENT LIMITS OR EXCLUDES EITHER PARTY'S LIABILITY FOR (i) DEATH OR PERSONAL INJURY CAUSED BY ITS GROSS NEGLIGENCE, OR THE GROSS NEGLIGENCE OF ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS; (ii) FRAUD OR FRAUDULENT MISREPRESENTATION; OR (iii) ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY LAW.

b. EXCEPT FOR (i) FEES DUE UNDER APPLICABLE ORDER FORMS AND SOWS, (ii) ZUORA'S OBLIGATIONS UNDER SECTION 13.1, (iii) CUSTOMER'S OBLIGATIONS UNDER SECTION 13.2, AND (iv) A PARTY'S MATERIAL BREACH OF ITS OBLIGATIONS UNDER THE DPA, NEITHER PARTY'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATING TO THE AGREEMENT WILL EXCEED THE FEES ACTUALLY PAID OR PAYABLE IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

c. WITH REGARD TO THE MATTERS DESCRIBED IN CLAUSES (ii), (iii) and (iv) IN SECTION 14.1.b, ABOVE, NEITHER PARTY'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATING TO THE AGREEMENT WILL EXCEED THREE (3) TIMES THE FEES ACTUALLY PAID OR PAYABLE IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

d. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES, OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, OR LICENSORS BE LIABLE OR OTHERWISE OBLIGATED TO THE OTHER PARTY OR ANYONE ELSE FOR ANY LOSS OF PROFITS, REVENUE, OPPORTUNITIES, ECONOMIC ADVANTAGE, GOODWILL, DATA OR USE, OR FOR ANY INDIRECT, CONSEQUENTIAL, HYBRID, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, ARISING OUT OF OR IN ANY WAY RELATED TO THE AGREEMENT, REGARDLESS OF CAUSE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR THAT PARTY'S AFFILIATES OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMAINING AVAILABLE REMEDY FAILS ITS ESSENTIAL PURPOSE.

14.2 THE TERMS OF THIS SECTION 14 APPLY REGARDLESS OF THE FORM OF ACTION, AND WHETHER THE ASSERTED LIABILITY, CLAIM, OR DAMAGES ARE BASED ON CONTRACT (INCLUDING BREACH OF WARRANTY), TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL OR EQUITABLE THEORY.

14.3 THE PROVISIONS OF THIS SECTION 14 ALLOCATE RISKS UNDER THIS MSA BETWEEN CUSTOMER AND ZUORA, AND THE FEES CHARGED FOR THE SERVICE ARE BASED ON THIS ALLOCATION OF RISKS AND THESE LIMITATIONS OF LIABILITY.

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15. CONFIDENTIALITY

15.1 Definition. As used in this MSA, "**Confidential Information**" means information and materials provided by or on behalf of the disclosing Party or its Affiliate(s) ("**Discloser**") to the Party or its Affiliate(s) receiving such information or materials ("**Recipient**") that (i) are identified as confidential at the time of disclosure, or (ii) a reasonable person in the relevant industry should understand to be confidential based on the nature of the information and materials, and all other relevant factors. For the avoidance of doubt, Customer's Confidential Information includes Customer Data and Customer's non-public business plans, and Zuora's Confidential Information includes pricing terms offered under any Order Form, Zuora's non-public business plans, all non-public aspects of Zuora Technology, and the results of any evaluation of the Service performed by or on behalf of Customer for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

15.2 Permitted Disclosures and Obligations. Recipient must not use any of Discloser's Confidential Information for any purpose other than carrying out Recipient's obligations or exercising its rights under the Agreement. Recipient must not disclose any Discloser Confidential Information to any third party, other than to Recipient's Affiliates, contractors, professional advisors, and consultants who (i) need to know such information, and (ii) are bound by confidentiality obligations substantially similar to Recipient's under this MSA. Each Party is fully responsible for its respective Affiliates', contractors', professional advisors', and consultants' compliance with this MSA. Recipient must treat all Discloser Confidential Information with the same degree of care Recipient gives to its own Confidential Information, but not less than reasonable care. Recipient and its Affiliates, contractors, professional advisors, and consultants that receive Discloser Confidential Information must: (a) not use that Discloser Confidential Information to compete with Discloser or in any other way except as reasonably necessary with respect to the Agreement; (b) promptly notify Discloser of any unauthorized use or disclosure of its Confidential Information of which Recipient becomes aware; and (c) reasonably assist Discloser in remedying any such unauthorized use or disclosure. For the avoidance of doubt, a Personal Data Breach is governed by the DPA, not this Section 15.

15.3 Exclusions. Recipient's obligations under this Section 15 do not apply to Discloser's Confidential Information that Recipient can prove: (a) is or becomes part of the public domain through no fault of Recipient; (b) is rightfully in Recipient's possession free of any confidentiality obligation; or (c) was independently developed by Recipient without using any of Discloser's Confidential Information. Recipient's disclosure of Discloser's Confidential Information (i) in response to a valid order or other legal process issued by a court or other governmental body having jurisdiction, (ii) as otherwise required by law, or (iii) as necessary to establish the rights of either Party, will not be a breach of this MSA if, to the extent legally permitted, Recipient gives prompt notice to and reasonably cooperates with Discloser so that Discloser may seek to prevent or limit such disclosure. Except to the extent permitted by a separate written agreement, the Parties will not disclose any information requiring an authorization to be exported outside of the United States.

15.4 Ownership and Destruction of Confidential Information**.** As between Discloser and Recipient, all Discloser Confidential Information is the property of Discloser, and no license or other rights are granted or implied. Promptly after any request by Discloser, Recipient will destroy or return to Discloser all Discloser Confidential Information and materials in Recipient's possession or control. Recipient may retain electronic copies of any computer records or electronic files containing any Discloser Confidential Information that have been created pursuant to Recipient's standard archiving and backup practices.

15.5 Confidentiality Period. Recipient's obligations with respect to Discloser's Confidential Information under this Section 15 will remain in effect for a period of five (5) years from the date of receipt of Discloser Confidential Information. Notwithstanding the foregoing, Recipient's obligations will continue to apply to Discloser Confidential Information that qualifies as a trade secret or Personal Data under applicable law for as long as it so qualifies.

16. GENERAL

16.1 Governing Law. The Agreement is governed by Delaware law and controlling United States federal law, without regard to conflicts of law provisions of any jurisdiction. The Uniform Computer Information Transactions Act and the United Nations Convention on the International Sale of Goods do not apply. Any disputes, actions, claims, or causes of action arising out of or relating to the Agreement or the Service will be subject to the exclusive jurisdiction of the state and federal courts located in Santa Clara County, California.

16.2 Assignment and Other Transfers.

a. Neither Party may assign, sublicense, or otherwise transfer (by operation of law or otherwise) the Agreement, or any of a Party's rights or obligations under the Agreement, to any third party without the other Party's prior written consent which consent must not be unreasonably withheld, delayed, or conditioned; provided, however, that upon written notice to the other Party, either Party may assign or otherwise transfer this MSA, along with all associated Order Forms and SOWs (and all its rights and obligations thereunder), (i) to a successor in interest in connection with a merger, acquisition, reorganization, a sale of most or all of its assets, or other change of control, or (ii) to an Affiliate.

b. Notwithstanding anything to the contrary in this Section 16.2: (i) in the event of any permitted transfer by Customer to a direct competitor of Zuora, Zuora will have the right to terminate this MSA and all associated Order Forms and SOWs, in which case Zuora will promptly refund to Customer, on a pro rata basis, all prepaid Fees under all Order Forms and SOWs then in effect that are unused as of the termination effective date; and (ii) Customer is not allowed to transfer to a successor in interest or to an Affiliate a subscription to a particular edition or version of the Service if in Zuora's sole determination the successor in interest or Affiliate would not otherwise be eligible to subscribe to that edition or version.

c. In the event of a permitted transfer by Customer, the rights granted under this MSA shall continue to be subject to the same usage limitations that applied under applicable Order Forms prior to the transfer (e.g., any transaction volume terms and limitations regarding particular Customer legal entities, business units, projects, brands, products, or services).

D. Any purported assignment or other transfer in violation of this Section 16.2 is void. Subject to the terms of this Section 16.2, the Agreement will bind and inure to the benefit of the Parties and their respective permitted successors and transferees.

16.3 Force Majeure. If either Party is prevented from performing, or is unable to perform, any of its obligations under the Agreement due to any cause beyond its reasonable control (e.g., war, riots, civil unrest, labor unrest, pandemic, fire, earthquake, flood, hurricane, other natural disasters and acts of nature, Internet service failures or delays, and denial of service attacks) (collectively, "**Force Majeure**"), the affected Party's performance will be excused for the resulting period of delay or inability to perform. The affected Party must, however, (i) give the other Party prompt written notice of the nature and expected duration of the Force Majeure, (ii) use commercially reasonable efforts to mitigate the delay and other effects of the Force Majeure, (iii) periodically notify the other Party of significant changes in the status of the Force Majeure, and (iv) notify the other Party promptly when the Force Majeure ends.

16.4 Marketing. Zuora may: (i) identify Customer as a Zuora customer in Zuora's sales and marketing collateral listing Zuora's customers generally or regarding Customer's use of a Zuora offering; (ii) issue a mutually agreed press release announcing that Customer has selected Zuora as a vendor; and (iii) during the Initial Service Term, request that Customer make available a senior member of Customer's marketing department to participate in virtual meetings with Zuora's customer advocacy team to discuss other potential marketing and communication opportunities regarding Customer's use of the Service.

16.5 Independent Parties. The Parties are independent contracting parties. Neither Party has, or will hold itself out as having, any right or authority to incur any obligation on behalf of the other Party. The Parties' relationship in connection with the Agreement will not be construed as a joint venture, partnership, franchise, employment, or agency relationship, or as imposing any liability upon either Party that otherwise might result from such a relationship.

16.6 Notices. All legal notices (e.g., notice of termination of this MSA or an Order Form or a SOW based on an alleged material breach) required or permitted under this MSA must be in writing and delivered to the other Party (i) in person, or (ii) by nationally recognized overnight delivery service, or (iii) by certified U.S. mail (requiring signature) to the other Party's corporate headquarters, Attention: Legal Department. With respect to all other notices, Customer may email Zuora at notices@zuora.com, and Zuora may email Customer's billing contact identified on the applicable Order Form(s) or SOW(s). Either Party may change its notice address by giving written notice to the other Party.

16.7 Anti-Corruption. Each Party acknowledges it has not received or been offered any illegal or otherwise improper bribe, kickback, payment, gift, or other thing of value by any employee, representative, or agent of the other Party in connection with the Agreement. Each Party will use reasonable efforts to promptly notify the other Party if it becomes aware of any circumstances that are contrary to this acknowledgment.

16.8 Export. Each Party agrees to comply with all applicable laws, regulations, orders, and sanctions relating to prohibitions or limitations on relationships or transactions with prohibited countries or individuals (e.g., those administered by the United States Commerce or Treasury Departments). Customer shall not make the Service or Zuora Technology available to any individual or entity that is (i) located in a country that is subject to a United States government embargo, or (ii) is listed on any United States government list of prohibited or restricted parties.

16.9 Insurance. During the term of the Agreement, Zuora will maintain sufficient insurance to adequately cover its obligations under the Agreement.

16.10 Entire Agreement. This MSA, together with any applicable Order Forms and SOWs (including any other terms referenced in any of those documents), comprises the entire agreement between Customer and Zuora regarding Customer's access to and use of the Service and Zuora Technology and supersedes all prior or contemporaneous negotiations, discussions, or agreements, whether written or oral, between the Parties regarding such subject matter, and may only be modified by a document signed by authorized representatives of both Parties. Each term and provision of this MSA is valid and enforceable to the fullest extent permitted by law, and any invalid, illegal, or unenforceable term or provision shall be deemed replaced by a term or provision that is valid and enforceable and that most effectively accomplishes the Parties' shared goals and intent, determined from the perspective of an objective, reasonable person.

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17. DEFINITIONS

As used in the Agreement:

"**Affiliate**" means a company, corporation, individual, partnership, or other legal entity that directly or indirectly controls, is controlled by, or is under common control with a Party. For purposes of this definition, "control" means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity.

"**Content**" means the audio and visual information, documentation, and services contained in or made available via the Service, other than Customer Data and Customer Confidential Information.

"**Customer Data**" means any data, information, or material processed by the Service (including Personal Data and Financial Account Data) in the course of Customer's or its Users' use of the Service.

"**DPA**" means the Data Protection Agreement entered into between Zuora and Customer.

"**Financial Account Data**" means credit card account information or other Customer Data that is subject to the PCI DSS or other financial industry rules or regulations regarding financial account information.

"**Including**" (and its variants) means including without limitation.

"**Knowledge Center**" means Zuora's online customer portal (as it may be renamed or rebranded from time to time), that includes feature and functionality descriptions of the Service and the Support Services, and Service Level Agreements, as found on the www.zuora.com website.

"**Non-Production Tenant**" means a Tenant the use of which is restricted to processing non-production data solely for evaluation or testing.

"**Normal Communication Channels**" means the online channels through which Zuora normally communicates important information to its customers, including the Zuora community portal, and customers' email addresses provided to Zuora.

"Personal Data" means any information relating to an identified or identifiable natural person as such term or its equivalent (e.g., personally identifiable information or personal information) is defined by Privacy Laws.

"**Personal Data Breach**" means a breach of security resulting in the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data.

"Privacy Laws" means all laws and regulations regarding data privacy and transmission of Personal Data that apply to Zuora's provision of the Service to Customer, or to Customer's or Users' use of the Service, as applicable, including (i) the General Data Protection Regulation (EU) 2016/679, (ii) the UK General Data Protection Regulation (as incorporated into UK law under the European Union (Withdrawal) Act 2018) and the UK Data Protection Act 2018, both as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations, (iii) the Swiss Federal Data Protection Act of 19 June 1992 and Swiss Federal Ordinance to the Federal Act on Data Protection of 14 June 1993, and (iv) the California Consumer Privacy Act, Cal Civ Code sections 1798.100 et seq. and its implementing regulations, each as amended or superseded.

"**Production Tenant**" means a Tenant that Customer is permitted to use to process live Customer Data for production use in accordance with the applicable Order Form.

"**Sandbox**" means a Non-Production Tenant identified as a "Sandbox" (or its equivalent, if renamed) on the applicable Order Form.

"**Security Policy**" means Zuora's then-current security policy which it makes available to customers, through the www.zuora.com website.

"**Service**" means those Zuora offering(s) ordered by Customer on an Order Form (including all related Content), as described on the Knowledge Center.

"**Service Level Agreement**" means the service level agreement for the Service as set forth in the Knowledge Center.

"**SOW**" means Statement(s) of Work, work authorization(s), or other contract(s) governing Zuora's provision of Professional Services.

"**Tenant**" means a single, discrete operational environment within Zuora's SaaS environment in which Customer may use the Service.

"**User(s)**" means Customer's Affiliates, customers, employees, representatives, consultants, contractors, and agents who have been authorized by Customer to use Customer's Tenant(s).

"**Zuora Technology**" means all of Zuora's and its licensors' proprietary technology that Zuora makes available to Customer as part of or in connection with Customer's access to and use of the Service (including any and all software, software packages, products, processes, APIs, algorithms, user interfaces, trade secrets, know-how, techniques, designs, and other tangible or intangible technical material or information).

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