MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("**Agreement**") is entered into as of the date of last signature below ("**Effective Date**"), by and between Zuora, Inc. and its Affiliates and the individual or legal entity identified below and its Affiliates. "**Affiliate**" means a legal entity wholly- or majority-owned by a party to this Agreement. The parties to this Agreement (each a "**Party**" and collectively the "**Parties**") hereby agree:

1. Definition. "**Confidential Information**" means information and materials provided by the disclosing Party ("**Discloser**") to the Party receiving such information or materials ("**Recipient**") that (a) are identified as confidential at the time of disclosure, or (b) a reasonable person in the relevant industries should understand to be confidential based on the nature of the information and materials and all other relevant factors.

2. Purpose. Recipient may use Confidential Information solely to evaluate and facilitate a potential relationship with Discloser ("**Purpose**").

3. Permitted Disclosures and Obligations. Recipient must not disclose to any third party any Confidential Information, other than to Recipient's Affiliates, contractors and consultants who (a) need to know such information in order to fulfill the Purpose, and (b) are bound by confidentiality obligations substantially similar to Recipient's under this Agreement (each Party is fully responsible for its respective Affiliates', contractors' and consultants' compliance with this Agreement). 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. Further, neither Party may disclose publicly the existence or nature of any negotiations, discussions or consultations in progress between the Parties without the prior written consent of the other Party. Recipient and its Affiliates, contractors and consultants who receive Confidential Information hereunder must: (i) not use any such Confidential Information to compete with Discloser or in any other way except as reasonably necessary for the Purpose; (ii) not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects received from Discloser under this Agreement that embody Confidential Information; (iii) promptly notify Discloser of any unauthorized use or disclosure of its Confidential Information of which Recipient becomes aware; and (iv) reasonably assist Discloser in remedying any such unauthorized use or disclosure.

4. Exclusions. Recipient's obligations under Sections 2 and 3 will not apply to any Discloser Confidential Information that Recipient can prove: (a) is or becomes part of in the public domain through no fault of Recipient; (b) is rightfully in Recipient's possession free of any confidentiality obligation; (c) was independently developed by Recipient without use of any Discloser Confidential Information; or (d) is communicated by Discloser to an unaffiliated third party free of any confidentiality obligation. A disclosure by Recipient of any 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) necessary to establish the rights of either Party under this Agreement will not be a breach of this Agreement if, to the extent legally permitted, Recipient gives Discloser prompt notice and reasonable cooperation so Discloser may seek to prevent or limit such disclosure.

5. Ownership and Return/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 hereby. All materials provided to Recipient by Discloser, whether or not they contain or disclose Confidential Information, are Discloser's property. Promptly after any request by Discloser, Recipient will (a) destroy or return to Discloser all Confidential Information and materials in Recipient's possession or control, and (b) upon written request by Discloser, confirm such return/destruction in writing; provided, however, that the 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, commercially reasonable archiving and backup practices, as long as Recipient continues to comply with this Agreement with respect to such electronic backup copies for so long as such Confidential Information is retained.

6. Independent Development. Nothing in this Agreement may be construed as a representation or inference that Recipient will not independently develop or have developed products or services that, without violating this Agreement, may compete with Discloser's products or services.

7. No Warranty. DISCLOSER PROVIDES ALL CONFIDENTIAL INFORMATION "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY OR PERFORMANCE OF SUCH CONFIDENTIAL INFORMATION.

8. No Export. Exchange of Confidential Information under this Agreement is subject to all applicable export laws and regulations. Unless permitted by a separate agreement, the Parties shall not disclose any information requiring an authorization to be exported.

9. Term, Termination and Confidentiality Period. This Agreement will continue in force until the earlier of (a) two (2) years from the Effective Date, or (b) its termination by either Party upon thirty (30) days written notice to the other Party; provided that, subject to Section 4, (i) Recipient's obligations under this Agreement will continue for three (3) years from the date Recipient first received the relevant Confidential Information, and (ii) Recipient's obligations under this Agreement will continue to apply to Confidential Information that qualifies as a trade secret under applicable law for as long as it so qualifies. In the event of any expiration or termination of this Agreement, this section and all other terms of this Agreement that reasonably should survive will survive.

10. Injunctive Relief. Breach of this Agreement may cause irreparable harm to Discloser for which money damages are insufficient. Accordingly, in addition to money damages, Discloser will be entitled to seek injunctive or other equitable relief for any threatened or actual violation of this Agreement.

11. General. If any provision of this Agreement is held illegal, invalid, or unenforceable, that provision will be deemed amended to achieve an effect as near as possible to the original provision, and the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected. Failure to enforce any provision of this Agreement will not constitute a waiver of that or any other provision; to be effective, any waiver must be signed by an authorized officer of both Parties. Neither Party may delegate, assign or otherwise transfer this Agreement or any of the Party's rights or obligations hereunder, without the other Party's written consent. This Agreement is governed by the laws of Germany, without regard to its conflicts of law rules. This Agreement may be signed electronically and in counterparts, in which case each signed copy will be deemed an original as though both signatures appeared on the same document. It constitutes the Parties' entire agreement with respect to this subject matter, replaces and supersedes all prior or contemporaneous written or oral agreements or understandings regarding such matters, and may only be modified by a document signed by authorized representatives of both Parties.

Zuora, Inc.	Name of Other Party:	
By: _Monique Najjar_ Monique Najjar (Mar 27, 2024 15:56 EDT)	By:	Date:
Print Name: Monique Najjar	Print Name:	
Title: Director & Deputy General Counsel	Title:	
Address: 101 Redwood Shores Parkway, Redwood City, CA 94065 USA	Address:	

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