

Terms & Conditions

Date: 11-06-2022

The Terms and Conditions (the "Terms and Conditions") are entered into by and between ZettaMine and Client as of the Effective Date stated in the Order Confirmation. Every Order Confirmation executed between ZettaMine and Client is subject to the then-current version of the Agreement, unless otherwise stated in the Order Confirmation.

1. DEFINITIONS

Capitalized terms shall have the meanings set forth below:

In the Order Confirmation, ZettaMine refers to the entity and/or its Affiliates.

- "Agreement" means, collectively, the Order Confirmation, the Service Description for the Service(s) set forth in the Order Confirmation and these Terms and Conditions, in that order for precedence.
- An "Affiliate" is an entity controlled by, under the control of, or controlling another entity. Control is defined as having (directly or indirectly) more than fifty percent (50%) of the voting power (or equivalent) of the other entity.
- "Business Contact Information" refers to contact information (such as name, title, business mailing address, email address, or phone number) of employees, clients, suppliers, and other persons interacting with a Service that has been collected by a party in the ordinary course of business, for the purpose of maintaining a business relationship.
- "Client" means the individual, the company or legal entity named in the Order Confirmation.
- "Client Data" means all data and any information that Client provides or authorizes access to, or inputs into the Service(s), including, but not limited to, Network Data and Client Personal Data.
- "Client Personal Data" means Client-owned or controlled personal data provided by or on behalf of Client to ZettaMine Labs or an ZettaMine Affiliate or subcontractor for processing in connection with the Service(s). Unless prohibited by applicable Data Protection Laws, Client Personal Data shall not include information or data that is anonymized, aggregated, de-identified and/or compiled on a generic basis and which does not name or identify a specific person.
- "Data Protection Laws--??"
- "Fees" means the fees payable by Client for the Service(s) as further set forth in these Terms and Conditions.
- "Information Security Incident" means a breach of ZettaMine's security leading to the accidental or unlawful destruction, loss, alteration or unauthorized acquisition, disclosure, misuse or access to unencrypted Client Personal Data transmitted, stored or otherwise processed by ZettaMine. The foregoing does not include any of the following where there has been no unauthorized access to Client Personal Data: (a) pings and other broadcast attacks on firewalls or edge servers; (b) port scans; (c) unsuccessful log-on attempts; (d) denial of service attacks; (e) packet sniffing (or other unauthorized access to traffic data that does not result in access beyond IP addresses or headers); or (f) similar incidents.

- "Meter" means the applicable unit(s) of measurement by which ZettaMine Labs offers the Service(s), if applicable, as set forth in the Service Description.
- "Order Confirmation" means a services order confirmation and/or statement of work that confirms the Client's purchase of its Subscription to the Service(s). The specific quantity and Meter applicable to the Service(s) purchased by Client shall be as set forth in the Order Confirmation.
- "Network Data" means data that ZettaMine or its Affiliates process, collect, retain and use in order to configure the Service(s), to provide the Service(s), and/or in connection with Client's use of and access to the Service(s), including but not limited to time of transaction, User IP address, username, URL, URL category, status (success or error), file type, filter result (allowed or denied), virus ID, and other metadata (e.g. browser software used), and any other network traffic (and related data) sent to or received from Client through use of and access to the Service(s), in detail and/or in an aggregated form.
- "Service(s)" refers to the Service(s) purchased by the Client (as stated in the Order Confirmation) and provided or managed by ZettaMine, or its Affiliates, including any Service Component.
- "Permissions" mean all necessary consents, permissions, as well as notices and authorizations necessary for the processing and onward transfer by ZettaMine of Client Personal Data which is required to perform the Service(s), including the transfer of Client Personal Data outside of the country of origin and any of the foregoing, as applicable, from Client employees or third parties; valid consent from or notice to concerned data subjects; and authorizations from regulatory authorities, employee representative bodies or other competent third parties.
- "Service Component(s)" means certain enabling software and/or hardware peripheral(s) and associated documentation which may be provided by ZettaMine as an incidental part of the Service(s).
- "Service Description" means ZettaMine's description of the Service(s)' features, including, but not limited to, any service-specific additional terms and requirements, and any accompanying service level agreements published by ZettaMine.
- According to the terms of the Agreement, "Subscription" means the right to access, use or benefit from the Services for a set period of time.
- In the context of this Agreement, "Sub-processors" refers to ZettaMine Affiliates that, other than the ZettaMine contracting entity stated in an Order Confirmation, have access to and process Client Personal Data for the purposes of providing the Service(s).
- The "Subscription Term" refers to the length of time for which a Subscription is valid, as stated in the Order Confirmation.

The terms "controller", "data subject", "de-identification", "personal data", "process", "processing", "processor", "pseudonymize", "sale", "service provider", and "supervisory authority" as used in these Terms and Conditions have the meanings given in the applicable Data Protection Laws, as relevant.

2. USE OF SERVICES

Delivery, right to modify - The Services will be provided by ZettaMine in accordance with the Agreement. If the modifications do not materially reduce the level of performance, functionality, security or availability of the Service(s) during the Subscription Term (i) due to changes in applicable laws or industry standards; (ii) for any other reason.

Internal use / Client Affiliates - During the Subscription Term, the Client has a limited right to access and use only the Service(s) and/or the Service Component(s), and strictly in accordance with the terms of the Agreement, including, but not limited to: (i) use of the Service(s) and/or a Service Component(s) in accordance with the Acceptable Use Policy; and (ii) use of the Service(s) up to the Meter amount for which Client purchased such Service(s) (as set forth in the Order Confirmation). In the event of non-compliance with the foregoing by Client, ZettaMine reserves the right to suspend all or part of the Service(s) during such non-compliance or terminate the affected Service(s) in accordance with these Terms and Conditions.

Restrictions – Client shall not, and may not cause or permit others to: (i) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish or copy any part of the Service(s) and/or a Service Component, unless permitted by applicable law for interoperability purposes; (ii) access or use the Service(s) and/or a Service Component to build or support, directly or indirectly, products or services competitive to ZettaMine; or (iii) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Service(s) and/or a Service Component to any third party except as permitted by the Agreement.

Client Configurations – Unless ZettaMine receives the information reasonably necessary to provision and deliver the Service(s), ZettaMine's delivery of the Service(s) may be delayed or prevented. The client acknowledges and agrees that the client is solely responsible for selecting the Client configurations and for verifying that the selection conforms to the client's policies and procedures and complies with all applicable laws and regulations in the jurisdiction in which the Client is accessing the Service(s). Deliveries of the Service(s) do not include Client configurations, policies and procedures implemented by and set by the Client for the duration of the Subscription Term. A client assumes full responsibility for securing Client Data against loss, damage, or destruction.

Client Obligations – Client is solely responsible for obtaining all approvals, consents and Permissions required by any third parties or applicable law to use the Service(s). ZettaMine is not in default of its obligations if it cannot provide the a Service(s) if approvals, consents or Permissions have not been obtained or any third party or applicable law otherwise prevents ZettaMine from providing the Service(s). Client is responsible for its account information, passwords and other login credentials and must notify ZettaMine immediately of any known unauthorized possession or use of Client's credentials.

3. SUBSCRIPTION TERM; TERMINATION; END OF SERVICE(S), AVAILABILITY.

Subscription Term – Client's Subscription Term begins on the 'Start Date' and ends automatically on the 'End Date' as specified in the Order Confirmation unless otherwise terminated by either party as set forth below.

Termination – A Subscription may be terminated by either party: if the other party breaches any material term of the Agreement and such breach remains uncorrected for thirty (30) days following written notice; immediately, if the other party becomes the subject of a voluntary or involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or similar action for the benefit of creditors as a consequence of debt, or if the other party otherwise ceases or threatens to cease business; or as otherwise set forth in a Service Description.

Effect of Termination – Termination of a Subscription will be without prejudice to any rights or liabilities accrued as of the date of termination. ZettaMine is entitled to invoice and Client agrees to pay for all Service(s) provided up to the effective date of termination, and all invoices shall become immediately due and payable on the effective date of termination. Any provision of the Agreement which is intended to survive expiration or termination of a Subscription will survive, including, without limitation, confidentiality, restrictions on use of intellectual property, indemnity, limitations on liability and disclaimers of warranties and damages, governing law, and Client payment obligations accrued prior to termination.

End of services availability – ZettaMine will provide twelve (12) months' notice of the last date of the availability of the Service(s), unless a shorter period is set forth in a Service Description. ZettaMine will provide such notification to Client's reseller, then-current business or technical contact, or by publication on the administrator portal for the Service(s), as applicable. Once the Service(s) is no longer available, Client will no longer have access to or use of the Service(s).

4. INVOICES, FEES, PAYMENTS, TAXES

ZettaMine will not be liable for any agreements Client may have with an authorized reseller if Client orders the Service(s) from that reseller. All provisions related to billing, invoicing, fees, payments, and taxes are between Client and that authorized reseller.

***Invoices** – Zettamine reserves the right to invoice immediately upon the execution of an Order Confirmation for the Service(s) between ZettaMine and Client. If Client is required to issue ZettaMine with a purchase order document ("PO"), in order for ZettaMine to process Client's payment of an invoice, then such PO must include sufficient detail to allow ZettaMine to accept and accurately fulfil Client's order for the Service(s). Any terms and conditions set forth in such PO will not be binding upon ZettaMine, unless expressly incorporated into the Order Confirmation. The invoicing schedule for the Service(s) will be as described in the Order Confirmation. ZettaMine reserves the right to begin invoicing Client, even if ZettaMine cannot provide the Service(s) due to Client act, omission or failure to provide required information.

***Fees & Payment** - Client will pay the Fees for its Subscription within thirty (30) days from the date of invoice unless otherwise mutually agreed to in writing by the parties. All Fees are exclusive of taxes and expenses, which are additional. If any sum is not paid by the due date, ZettaMine reserves the right, without prejudice to any other remedy, to: (i) charge interest on such overdue sum on a day to day basis from the due date until paid in full the lesser of one percent (1%) per month or the maximum rate permitted by applicable law; and/or (ii) suspend the provision of the Service(s) upon five (5) days prior notice, until paid in full.

***Taxes** - The client is responsible for all taxes, customs duties, import fees, and all other mandatory payments imposed by government entities with respect to the Service(s) or other items provided under the Agreement, excluding tax imposed on ZettaMine's net income and withholding taxes. Taxes will be invoiced separately by ZettaMine. If a transaction is exempt from tax, the Client shall provide ZettaMine with a valid exemption certificate or other evidence of such exemption in a form acceptable to ZettaMine prior to the applicable invoice date. In the event that Client is required by law to withhold any tax from your payment to ZettaMine, Client will provide ZettaMine with original or certified copies of all tax payment receipts or other evidence of payment of taxes by Client with respect to transactions under the Agreement. As a result of the failure to provide tax payment receipts, if applicable, the Client will reimburse ZettaMine for any fines, penalties, taxes, and other governmental agency charges incurred as a result of such failure.

5. LIMITED WARRANTY

ZettaMine warrants that its Service(s) will be performed in a good and workmanlike manner, in accordance with the Agreement. THE PRECEDING ARE THE ONLY WARRANTIES CONCERNING THE SERVICE(S), ANY DELIVERABLES OR MATERIALS OR THE AGREEMENT, AND ARE MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, INFORMATIONAL CONTENT, SYSTEMS INTEGRATION, NON-INFRINGEMENT, INTERFERENCE WITH ENJOYMENT OR OTHERWISE. WITHOUT LIMITING THE GENERALITY OR APPLICABILITY OF THE FOREGOING, ZETTAMINE DOES NOT REPRESENT, WARRANT, OR COVENANT THAT THE SERVICE(S) PERFORMED UNDER THE AGREEMENT WILL: (A) DETECT OR IDENTIFY ALL SECURITY OR NETWORK THREATS TO, OR VULNERABILITIES OF CLIENT'S NETWORKS OR OTHER FACILITIES, ASSETS, OR OPERATIONS; (B) PREVENT INTRUSIONS INTO OR ANY DAMAGE TO CLIENT'S NETWORKS OR OTHER FACILITIES, ASSETS, OR OPERATIONS; (C) RETURN CONTROL OF CLIENT OR THIRD PARTY SYSTEMS WHERE UNAUTHORIZED ACCESS OR CONTROL HAS OCCURRED; OR (D) MEET OR HELP CLIENT MEET ANY INDUSTRY STANDARD OR ANY OTHER REQUIREMENTS INCLUDING THE PAYMENT CARD INDUSTRY DATA SECURITY STANDARD. THESE DISCLAIMERS SHALL ONLY APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

6. INTELLECTUAL PROPERTY

The Client acknowledges and agrees that the Service(s), Service Component(s), and related processes, instructions, methods, and techniques are owned by or have been developed by ZettaMine and/or its licensors, and that they shall remain the sole and exclusive property of ZettaMine and/or its licensors. The client cannot reverse engineer the Service(s) or Service Component(s). ZettaMine will not claim ownership rights in Client Data.

7. INDEMNIFICATION

- ZettaMine will defend, indemnify and hold Client harmless against any claims asserting that the Service(s) infringe any patent, copyright, trademark, or trade secret of a third party, and will pay any and all damages finally awarded by a court and actually paid by Client, or agreed to in a final settlement by ZettaMine and attributable to such claim. ZettaMine's obligations under this Section are subject to Client not having compromised or settled such claim and doing the following: (i) notifying ZettaMine of the claim in writing, as soon as Client learns of it; (ii) providing ZettaMine with all reasonable assistance and information to enable ZettaMine to perform ZettaMine's duties under this Section; and (iii) allowing ZettaMine and its Affiliates sole control of the defense and all related settlement negotiations. Notwithstanding the foregoing, Client may participate at its expense in the defense of any such claim with Client's own counsel, provided that ZettaMine and its Affiliates retain sole control of the claim. Client has the right to approve any settlement that affirmatively places on Client an obligation that has a material adverse effect on Client other than the obligations to cease using the affected Service(s) or to pay sums indemnified under this Section. Such approval will not be unreasonably withheld.

- If the Service(s) are found to infringe, or if ZettaMine determines sole opinion that the Service(s) are likely to be found to infringe, then ZettaMine will either: (i) obtain for Client the right to continue to use the Service(s); or (ii) modify the Service(s) (including, if applicable, any Service Component(s)) so as to make it non-infringing, or replace it with a non-infringing equivalent substantially comparable in functionality, and in the case of infringing Service Component(s), Client will stop using any infringing version of such Service Component(s)); or, if ZettaMine determines in its sole opinion that "(i)" and/or "(ii)" are not reasonable, ZettaMine may (iii) terminate Client's rights and obligations under the Agreement with respect to such Service(s), and in such case shall refund to Client the pre-paid fees for the relevant Service(s). Notwithstanding the above, ZettaMine will not be liable for any infringement claim to the extent that it is based upon: (a) modification of the Service(s) other than by ZettaMine; (b) combination, use, or operation of the Service(s) with products not specifically authorized by ZettaMine to be combined with the Service(s); (c) use of the Service(s) other than in accordance with the Agreement; or (d) Client's continued use of infringing Service(s) after ZettaMine, for no additional charge, supplies or offers to supply modified or replacement non-infringing Service(s).

***THIS SECTION STATES CLIENT'S SOLE AND EXCLUSIVE REMEDY AND ZETTAMINE'S SOLE AND EXCLUSIVE LIABILITY WITH RESPECT TO CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY.**

8. CONFIDENTIALITY

- "Confidential Information" means, for purposes of the Agreement, the non-public information provided by a party ("Discloser") to the other party ("Recipient") related to the business opportunities between the parties, provided that such information is: (i) identified as confidential at the time of disclosure by the Discloser, or (ii) if the initial disclosure is not in written or other tangible form, the Confidential Information will be so identified at the time of disclosure and reduced to written or other tangible form, appropriately marked and submitted by the Discloser to the Recipient as soon as reasonably practicable thereafter, but no later than thirty (30) days after disclosure. Confidential Information of ZettaMine shall include product architecture, product research and development plans, non-public financial data and roadmaps, whether marked as confidential or not. A Recipient may use the Confidential Information that it receives from the Discloser solely for the purpose of performing activities contemplated under the Agreement. For a period of five (5) years following the applicable date of disclosure of any Confidential Information, a Recipient will not disclose the Confidential Information to any third party. A Recipient will protect it by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication as the Recipient uses to protect its own confidential information of a like nature. The Recipient may disclose the Confidential Information to its affiliates, agents and subcontractors with a need to know in order to fulfill the purpose of the Agreement, under a nondisclosure agreement at least as protective of the Discloser's rights as this Agreement.

- This Section imposes no obligation upon a Recipient with respect to Confidential Information which: (i) is or becomes public knowledge other than by breach of the Agreement; (ii) was in the Recipient's possession before receipt from the Discloser and was not subject to a duty of confidentiality; (iii) is rightfully received by the Recipient without any duty of confidentiality; (iv) is disclosed generally to a third party by the Discloser without a duty of confidentiality on the third party; or (v) is independently developed by the Recipient without use of the Confidential Information.

- The Recipient may disclose the Discloser's Confidential Information as required by law or court order provided: (i) the Recipient promptly notifies the Discloser in writing of the requirement for disclosure, if legally permissible; and (ii) discloses only as much of the Confidential Information as is required.

- Each party will retain all right, title and interest to such party's Confidential Information. The parties acknowledge that a violation of the Recipient's obligations with respect to Confidential Information may cause irreparable harm to the Discloser for which a remedy at law would be inadequate. Therefore, in addition to any and all remedies available at law, Discloser will be entitled to seek an injunction or other equitable remedies in all legal proceedings in the event of any threatened or actual violation of any or all of the provisions. Subject to the terms of the Agreement: (i) Discloser may request the return of Confidential Information; (ii) or upon termination or completion of the Agreement or any Service(s), Recipient will either return (if technically feasible to do so) or destroy the Confidential Information and upon request of Discloser, will certify such destruction. Notwithstanding the foregoing and provided that such information is protected in accordance with the terms of the Agreement, the Recipient may continue to maintain copies of Confidential Information: (a) that is included in its data backup, which will be destroyed in accordance with the Recipient's data retention policies; or (b) as required to comply with applicable law, which will be destroyed when such obligation is met.

9. DATA PROTECTION

Roles of the Parties; Compliance with Data Protection Laws-

- Each party will comply with the requirements of the Data Protection Laws as they apply to its processing of the Client's Personal Data.
- Client warrants to ZettaMine that Client has and will maintain during the Subscription Term all necessary rights (including lawful legal basis (as applicable)) and Permissions to provide the Client Personal Data to ZettaMine for the processing to be performed in relation to the Service(s), and that Client has provided all necessary notices, as required under the relevant Data Protection Laws in relation to the processing of the Client Personal Data. If ZettaMine is acting as a subcontractor to Client, Client warrants to ZettaMine that Client's instructions with respect to the Client Personal Data have been authorized by the applicable data owner/controller, including the appointment of ZettaMine as another processor.
- The Client Personal Data will be processed by ZettaMine only according to the terms of the Agreement, unless otherwise required by applicable law.
- Client Personal Data is owned, controlled, or processed by the Client. ZettaMine is a service provider and/or processor with respect to Client Personal Data.
- Unless otherwise expressly agreed: (i) the subject matter and duration of the processing; (ii) the nature and purpose of the processing; and (iii) the type of personal data and categories of data subjects involved shall be as set forth in the applicable Service Description.
- ZettaMine will promptly notify Client if ZettaMine determines, in its reasonable business judgment, that the continued use or provision of the Service(s) will cause Client, the controller of Client Personal Data or ZettaMine to be in violation of the applicable Data Protection Laws. In such event, the parties will work together in good faith to resolve such issue in a timely manner. In no event will either party be required to perform any activity that violates the applicable Data Protection Laws.

Disclosure & Use of client personal data –

- When providing or making available Client Personal Data to ZettaMine, Client will only disclose or transmit Client Personal Data that is necessary for ZettaMine to perform the applicable Service(s).
- Following expiration or termination of the provision of Service(s) relating to the processing of Client Personal Data, or at Client's request, ZettaMine will (and will require that its Sub-processors) promptly and securely to delete (or return to Client) all Client Personal Data (including existing copies), unless otherwise required or permitted by applicable laws. Unless otherwise agreed, ZettaMine will comply with Client's deletion instruction as soon as reasonably practicable and within a maximum period of one hundred and eighty (180) days.
- All ZettaMine personnel, including subcontractors, authorized to process the Client Personal Data shall be subject to confidentiality obligations and/or subject to an appropriate statutory obligation of confidentiality.
- The following shall apply to the extent that the CCPA and/or the CPRA is applicable. ZettaMine shall: (i) not sell or share any Client Personal Data (as defined by CCPA and CPRA); (ii) not retain, use or disclose any such Client Personal Data for any purpose other than business purposes specified in accordance with the Agreement; or (iii) not retain, use or disclose such Client Personal Data outside the direct business relationship between ZettaMine and Client, as set forth in the Agreement, unless otherwise required by law; (iv) not process outside the specified business purpose; (v) provide the same level of privacy protection required by the applicable obligations under CPRA for Client Personal Data received by ZettaMine; (vi) not combine personal information of opted out customers from the Client with different sources or with data collected from its own interaction with consumer; (vii) notify the business if it can no longer meet its obligations under CPRA and will work with the business to take appropriate steps with regard to the Client Personal Data.

- Client agrees that execution of the Agreement by ZettaMine shall be deemed to constitute any certification that is required under applicable Data Protection Laws to the restrictions on sale, retention, use, or disclosure of Client Personal Data.

Security of client data –

Each party shall implement appropriate technical, physical and organizational security measures to safeguard Client Personal Data from unauthorized processing or accidental loss or damage, as further described in the applicable Service Description (the "Client Data Safeguards"). Taking into account the ongoing state of technological development, the costs of implementation and the nature, scope, context and purposes of the processing of the Client Personal Data, as well as the likelihood and severity of risk to individuals, ZettaMine's implementation of and compliance with the Client Data Safeguards is designed to provide a level of security appropriate to the risk in respect of the processing of the Client Personal Data.

Documentations, Audits & Inspections –

ZettaMine will make available to Client information that Client reasonably requests to demonstrate compliance with its obligations in this Section and will submit to Client's reasonable audits and inspections in accordance with a mutually agreed process designed to avoid disruption of the Service(s) and protect the Confidential Information of ZettaMine and its other clients. As required by applicable law, ZettaMine shall inform Client if, in opinion, any of Client's audit instructions infringes upon any applicable Data Protection Law. Client will be solely responsible for determining whether the Service(s) and the Client Data Safeguards will meet Client's needs, including with respect to any Data Protection Laws.

Data subject and supervisory authority Requests –

As required by applicable law, and taking into account the nature of the Service(s) provided, ZettaMine shall provide assistance as reasonably requested:

- With respect to Client's obligations to respond to requests from Client's data subjects as required under applicable Data Protection Laws. ZettaMine will not independently respond to such requests from Client's data subjects, but will refer such data subjects to Client, except where required by applicable Data Protection Laws; and
- If Client needs to provide information (including details of the Service(s)) to a competent supervisory authority, to the extent that such information is solely in the possession of ZettaMine or its Sub-processors.

Data protection impact assessments –

As required by applicable law and taking into account the nature of the Service(s) provided and the information available to ZettaMine, shall provide Client with assistance as reasonably requested with respect to Client's obligations to conduct privacy / data protection impact assessments with respect to the processing of Client Personal Data as required under applicable Data Protection Laws.

Sub-processors –

Client generally authorizes the engagement of ZettaMine's Affiliates as Sub-processors and specifically authorizes the engagement of third parties as Sub-processors, including ZettaMine's third party cloud provider(s) as set forth in the applicable Service Description. ZettaMine shall remain fully liable for the performance of the Sub-processors in accordance with the terms of the Agreement and shall contractually require (including via standard contractual clauses, sub-processing agreements or, with respect to Affiliates, intra-company agreements) any such Sub-processors to comply with data protection obligations that are at least as restrictive as those ZettaMine is required to comply with under the Agreement. In the event ZettaMine makes any changes or additions to the list of Sub-processors, ZettaMine shall provide notice of any changes or additions as set forth in the applicable Service Description. Client may object to any changes or additions to the list of Sub-processors in writing within ten (10) business days following ZettaMine notice of such changes or additions to the list of Sub-processors. In the event of such objection by Client, ZettaMine will work in good faith with Client to address Client's concerns and if feasible for ZettaMine, shall make further adjustments at Client's sole cost and expense. If Client's objection is based on the proposed Sub-processor's inability to comply with agreed data protection obligations, Client may, as a sole and exclusive remedy, object to such change by terminating the applicable Subscription upon written notice to ZettaMine, provided that Client provides such notice within ninety (90) days of receiving notice of such change or addition.

- For avoidance of doubt and without prejudice to the rights of any data subjects, any data transfer agreements (including but not limited to any Standard Contractual Clauses approved by the competent supervisory authorities), that the parties or their Affiliates may enter into in connection with the Service(s), will be considered part of the Agreement and the liability terms set forth in these Terms and Conditions will apply to all claims arising from any data transfer agreements (including but not limited to any Standard Contractual Clauses approved by the competent supervisory authorities).

TRIAL SERVICES

The trial period for the Services will begin and end on the date specified in the Order Confirmation ("Trial Period"). The Client's sole use of the Service(s) during the trial period is for internal evaluation purposes. The Trial Period may be terminated by either party upon three (3) calendar days' prior written notice. In order to continue using the Service(s) after the Trial Period has expired, Client must purchase a Subscription via an Order Confirmation. During the Trial Period, ZettaMine is not obligated to provide any training or support services for the Service(s), but may do so at its discretion. DURING THE TRIAL PERIOD, ALL SERVICE(S) ARE PROVIDED TO CLIENT ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND ZETTAMINE DISCLAIMS ALL WARRANTIES, CONDITIONS, GUARANTEES, AND LIABILITY IN CONNECTION WITH ALL SERVICE(S).

11 GENERAL

- ZettaMine is an independent contractor and shall not be deemed Client's employee or agent.
- ZettaMine has the right to subcontract the performance of the Service(s) to its Affiliates or third parties, provided that Zettamine remains responsible for the contractual obligations according to the Agreement.
- All notices, except for cancellation of Service(s), will be in writing and addressed to the receiving party's current business contact, as stated in the Order Confirmation, with a cc: to the General Counsel/Legal Department of the receiving party or as updated by either party in writing. Notices shall be effective upon receipt and shall be deemed received as follows: (i) if personally delivered by courier, when delivered; or (ii) if mailed by first class mail, or the local equivalent, on the fifth business day after posting with the proper address; or (iii) if delivered by overnight mail, on the first business day after delivery at proper address.
- Client may not assign the rights granted under the Agreement, in whole or in part and whether by operation of contract, law or otherwise, without ZettaMine's prior written consent. Such consent will not be unreasonably withheld or delayed.
- Neither party will be liable for any delays or failures to perform due to causes beyond that party's reasonable control (including a force majeure event). Without limiting the foregoing, to the extent Client fails to perform any of its responsibilities described in the Agreement, ZettaMine shall be excused from failure to perform any affected obligations under the Agreement and, in the event of delay, be entitled to a reasonable extension of time considering the particular circumstances, and a reasonable reimbursement of cost. Each party will notify the other as promptly as practicable after becoming aware of the occurrence of any such condition.
- If any provision of the Agreement is found partly or wholly illegal or unenforceable, such provision will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions will remain in full force and effect. A waiver of any breach or default under the Agreement will not constitute a waiver of any other right for subsequent breach or default. No person other than a party to the Agreement will be entitled to enforce any term of it except as expressly provided in the Agreement.
- The terms of the Agreement are the complete and exclusive agreement between the parties with respect to the subject matter of the Agreement, and supersedes any previous or contemporaneous agreement, proposal, commitment, representation, or other communication whether oral or written between the parties regarding such subject matter. Neither party shall rely on any pre- contractual statements or representations not included in the Agreement. The Agreement prevails over any conflicting or additional terms of any purchase order, ordering document, acknowledgement or confirmation or other document issued by Client, even if signed and returned. If the Agreement is translated in any language other than the English language, and in the event of a conflict between the English language version and the translated version, the English language version shall prevail in all respects.