

Zuora Partner Program Agreement

This Zuora Partner Program Agreement (the “**Agreement**”) is entered into by and between Zuora, Inc., a Delaware corporation with offices at 3050 South Delaware St., Suite 301, San Mateo, CA 94403 USA (“**Zuora**” or “**us**” or “**we**”) and you or the entity you represent (“**Partner**” or “**you**”) (Zuora and Partner each a “**Party**” and collectively the “**Parties**”). A Party’s Affiliates may also exercise the rights granted under this Agreement; provided, however, that each Party is responsible for any breach of this Agreement by its respective Affiliates. “**Affiliate**” means an entity directly or indirectly Controlled by, Controlling, or under common Control with a Party (“**Control**” means the entity owns more than fifty percent (50%) of the shares / voting interests, or otherwise has management & operational control, of the other entity).

THESE TERMS AND CONDITIONS GOVERN YOUR PARTICIPATION IN THE ZUORA PARTNER PROGRAM. YOU MAY ONLY PARTICIPATE IN THE ZUORA PARTNER PROGRAM IF YOU ACCEPT ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY CLICKING "I ACCEPT" (OR A SIMILAR BUTTON DENOTING ACCEPTANCE), YOU ARE ACKNOWLEDGING AND ACCEPTING THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THE ENTITY TO THIS AGREEMENT, IN WHICH CASE "YOU" WILL MEAN THE ENTITY YOU REPRESENT. IF YOU DON'T HAVE SUCH AUTHORITY, OR IF YOU DON'T ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN YOU MAY NOT PARTICIPATE IN THE ZUORA PARTNER PROGRAM.

1. INTRODUCTION AND CONTRACT STRUCTURE

The Zuora® online subscription relationship management platform (the “**Zuora Service**”) is the leading SaaS service powering the Subscription Economy®. This Agreement describes the terms on which Partner will participate in Zuora’s Partner Program relating to the Zuora Service. In addition, Zuora will maintain an online Zuora Partner Program Guide (the “**Program Guide**”) containing additional details about the program, including terms specific to the different tiers of Zuora partners (e.g., Registered, Premier and Strategic). Depending on which types of relationships the Parties decide to pursue together, the Parties may also agree upon one or more contract addenda to further supplement this Agreement, e.g., covering event sponsorship, referral fees, technology integration, and/or a reseller relationship (the “**Contract Addenda**”).

In the event of any conflicts between this Agreement, the Program Guide, and any mutually agreed Contract Addenda, the following order-of-precedence applies: (a) mutually executed Contract Addenda take precedence and prevail over this Agreement and the Program Guide solely with respect to the subject matter of the Contract Addenda; and (b) this Agreement takes precedence and prevails over the Program Guide. The terms and conditions of any purchase order (or any other unilateral document not expressly agreed by both Parties, other than the Program Guide) will have no effect on the rights or obligations of the Parties, regardless of any failure of a Party to object to such terms and conditions.

2. ENROLLMENT IN THE PROGRAM

Enrollment in Zuora’s Partner Program requires execution and/or evidence of acceptance of this Agreement by both Parties. In addition, one or more mutually executed Contract Addenda may be required, depending on which types of relationships the Parties decide to pursue. Partner also hereby accepts the terms of the Program Guide as such terms existed on the Effective Date. (Partner is responsible for periodically reviewing the latest Program Guide and associated materials, but any changes to those terms will apply only upon annual renewal under Section 4.2, or otherwise upon mutual written agreement.)

3. FEES

3.1 Fees. The fees applicable to each tier of Zuora partner, and to each type of partner relationship with Zuora, will be described in mutually executed Contract Addenda and the Program Guide. Except to the extent expressly stated otherwise in the Contract Addenda or Program Guide, or otherwise mutually agreed in writing, all payment obligations and payments in connection with Zuora’s business partner program: (a) are non-cancelable and non-refundable; (b) must be paid within thirty (30) days after each invoice is provided; and (c) are subject to change only upon renewal and only if written notice of such changed payment obligations is provided at least thirty (30) days prior to expiration of the then-current business partner agreement period.

3.2 Taxes. All fees in connection with Zuora’s Partner Program are exclusive of all taxes, levies and duties imposed by taxing authorities, and the Party obligated to pay the relevant fees is responsible for paying all such taxes, levies, or duties, excluding only taxes based solely on the receiving Party’s income. If a Party has the legal obligation to pay or collect taxes for which the other Party is responsible in connection with Zuora’s business partner program, the appropriate amount will be invoiced to and paid by the

responsible Party unless it provides the other Party a valid tax exemption certificate authorized by the appropriate taxing authority.

3.3 Billing & Contact Information. Each Party agrees to provide the other Party accurate billing and contact information at all times during the term of this Agreement, and to update such information promptly in writing (email is sufficient) after any material changes.

3.4 Consequences of Non-Payment. If either Party fails to make any payments required in connection with this Agreement, the Program Guide or any Contract Addenda, then, in addition to any other rights under applicable law, the other Party will be entitled (a) to receive from the non-paying Party an interest penalty of one and one-half percent (1.5%) per month on any outstanding balance under each delinquent invoice, or the maximum permitted by law (whichever is less), and (b) to recover its reasonable costs of collection (including attorneys' fees, expert witness fees, expenses on appeal, and other legal expenses).

4. TERM & TERMINATION

4.1 Term of Agreement. This Agreement will begin on the date Partner executes and/or otherwise agrees to it as set forth in the second paragraph of this Agreement ("**Effective Date**") and continue in effect until it expires under Section 4.2 or is terminated in accordance with Section 4.3.

4.2 Automatic Renewal. Except to the extent otherwise mutually agreed in writing, Partner's participation in Zuora's Partner Program (including all mutually executed Contract Addenda) will be on an annual basis, and will renew automatically each year unless either Party notifies the other Party in writing of non-renewal at least ten (10) business days prior to expiration of the then-current annual period.

4.3 Termination. Either Party may terminate this Agreement (including all associated Contract Addenda) for cause upon written notice if the other Party fails to cure any material breach of this Agreement or any mutually executed Contract Addenda within thirty (30) days after receiving reasonably detailed written notice from the other Party alleging the breach. Either Party may also terminate this Agreement (including all associated Contract Addenda) immediately upon written notice if: (a) any proceedings are instituted by or against the other Party seeking relief, reorganization or arrangement under laws relating to insolvency; (b) an assignment for the benefit of creditors, or the appointment of a receiver, liquidator or trustee, is sought with respect to the other Party's property or assets; (c) the other Party's business is liquidated, dissolved or wound-up; or (d) the other Party admits in writing it is unable to pay its current debts.

4.4 Effect of Termination. In the event of any termination of this Agreement under Section 4.3, the terms of this Agreement (and of all mutually executed Contract Addenda) that reasonably should survive will survive, including, without limitation, all payment obligations under any Contract Addenda, and Sections 1, 3.1, 3.2, 3.4, 4.4, 5, 6, 7, 8 and 9 of this Agreement.

5. REPRESENTATIONS & WARRANTIES

Each Party represents, warrants and covenants that (a) it possesses the full right, power and authority to enter into and fully perform this Agreement and all mutually executed Contract Addenda, and is not legally prohibited from entering into or performing its obligations thereunder; (b) the execution, delivery and performance of this Agreement and all mutually executed Contract Addenda have been duly authorized by all necessary corporate action; (c) it will not make any materially false or materially misleading representations, warranties or statements about the other Party, the other Party's services or technologies, or the Parties' relationship under this Agreement, the Program Guide or any mutually executed Contract Addenda; (d) it will comply with all applicable laws, rules and regulations in connection with this Agreement, the Program Guide and all mutually executed Contract Addenda (including, without limitation, all applicable anti-bribery and anti-corruption laws); and (e) it will otherwise act, at all times during the term of this Agreement, in a manner that reflects favorably on the other Party and is consistent with the terms and spirit of this Agreement, the Program Guide and all mutually executed Contract Addenda (e.g., it will not enter into any oral or written agreements inconsistent therewith).

EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW) OR STATUTORY, AS TO ANY MATTER WHATSOEVER.

6. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

6.1 IN NO EVENT WILL EITHER PARTY BE LIABLE IN CONNECTION WITH THIS AGREEMENT OR ANY MUTUALLY EXECUTED CONTRACT ADDENDA FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, GOODWILL OR DATA), HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY (E.G., BREACH OF CONTRACT, STRICT LIABILITY, STATUTORY, NEGLIGENCE OR OTHER TORT), REGARDLESS OF WHETHER SUCH PARTY KNEW OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER THE REMEDIES ALLOWED HEREUNDER FAIL OF THEIR ESSENTIAL PURPOSE; AND

6.2 OTHER THAN IN CONNECTION WITH SECTION 3.4 AND ANY BREACH BY PARTNER OF SECTION 5(c) OR SECTION 5(d) OF THIS AGREEMENT, EACH PARTY'S AGGREGATE LIABILITY FOR ANY AND ALL CAUSES OF ACTIONS, CLAIMS AND DAMAGES IN CONNECTION WITH THIS AGREEMENT, THE PROGRAM GUIDE AND ANY MUTUALLY EXECUTED CONTRACT ADDENDA WILL BE LIMITED TO THE LESSER OF (A) DIRECT DAMAGES ACTUALLY PROVEN, AND (B) THE AMOUNT OF FEES PAID AND/OR OWED UNDER THIS AGREEMENT, THE PROGRAM GUIDE AND ANY MUTUALLY EXECUTED CONTRACT ADDENDA TO THE PARTY ASSERTING THE CLAIM DURING THE 12-MONTH PERIOD BEFORE THE DATE ON WHICH THE CLAIM AROSE.

7. INTELLECTUAL PROPERTY

As between the Parties, each Party retains all right, title and interest in and to its own respective services, products, technology and intellectual property. No rights therein are granted under this Agreement, the Program Guide or any Contract Addenda, except to the extent expressly provided therein. Without limiting the foregoing, each Party acknowledges that, as between them, the other Party's corporate name and trademarks (collectively, "**Marks**") are and will remain owned by the other Party; neither Party will gain any right, title or interest with respect to the other Party's Marks by its use thereof, and all rights or goodwill associated with a Party's Marks will inure to the benefit of the owning Party. Except to the extent expressly permitted by this Agreement, the Program Guide or any Contract Addenda, neither Party will use any trademark, trade name, service mark or logo of the other Party without that Party's prior written consent. SUBSCRIPTION ECONOMY and ZUORA are trademarks of Zuora, Inc. in the U.S. and other jurisdictions. All rights reserved.

8. CONFIDENTIALITY

8.1 "**Confidential Information**" means information the disclosing Party, its Affiliates or agents (each, "**Discloser**") provide to the receiving Party, its Affiliates or agents (each, "**Recipient**") during the term of this Agreement, which (a) Discloser identifies as confidential at the time of initial disclosure, or (b) Recipient reasonably should understand to be confidential (e.g., based on markings, other circumstances of the disclosure, or the nature of the information).

Such Confidential Information may relate to: (i) Discloser's customers, clients, products, services, technology, trade secrets, know-how or personnel; (ii) Discloser's business, financial, operational, technical and/or commercial information, released and unreleased products or services, marketing, market opportunities, clients, customers, leads, business plans and/or staff; (iii) information that would allow a third party to identify the company or an end user, or to correlate the usage data thereto; (iv) any transaction contemplated by this Agreement or any mutually executed Contract Addenda; (v) information obtained by examination or review of Discloser's non-public records; (vi) information obtained by examination, analysis or testing of hardware, software, technology or any component thereof; and (vii) notes, studies, compilations, analyses or other documents prepared by Recipient based on, containing or otherwise reflecting Confidential Information.

Confidential Information will not include information that: (A) is or becomes publicly available through no breach of this Agreement; (B) was previously known to Recipient free of any confidentiality obligation; (C) is lawfully obtained from a third party without similar restriction and without breach of any confidentiality obligation; (D) is independently and demonstrably developed by Recipient without breach of this Agreement; or (E) is approved for disclosure in writing by Discloser.

8.2 During the term of this Agreement and for three (3) years thereafter, Recipient will not use, copy or disclose Confidential Information except in furtherance of its performance in accordance with this Agreement. All copies of Confidential Information remain the sole property of Discloser. Recipient will protect Discloser's Confidential Information using at least the same care and practices as it

uses to protect its own Confidential Information, but no less than reasonable care. Recipient may disclose Confidential Information to its employees, consultants and contractors who have a need to know in connection with this Agreement and who have executed a similarly stringent confidentiality agreement or are subject to a professional duty of confidentiality (e.g., for accountants, financial advisers and lawyers), but Recipient will be responsible for any non-compliance by such persons with the terms of this Agreement as though such persons were Recipient's employees.

Recipient also may disclose Confidential Information pursuant to applicable law, regulation, subpoena or other order of a court or governmental entity having competent jurisdiction (collectively, "**Legal Requirement**") or to establish rights or obligations under this Agreement in any legal proceedings; provided, that (a) Recipient provides reasonable prior written notice to Discloser (unless legally prohibited), (b) Recipient complies with any applicable protective order or comparable governmental directive, and (c) Recipient discloses only to the extent necessary to comply with the Legal Requirement or to establish rights or obligations under this Agreement. Recipient will notify Discloser promptly upon discovering any unauthorized use or disclosure of Confidential Information and will cooperate reasonably to help Discloser prevent further unauthorized use or disclosure. Recipient acknowledges that Discloser's Confidential Information is valuable and unique and that unauthorized use or disclosure may result in irreparable injury to Discloser for which monetary damages are inadequate. If Recipient violates or threatens to violate this section, Discloser will be entitled to seek injunctive relief without the need to post bond, in addition to any other available legal or equitable remedies.

9. GENERAL

9.1 Governing Law and Jurisdiction. This Agreement will be governed by Delaware law and controlling United States federal law, without regard to the conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or relating to this Agreement or any mutually agreed Contract Addenda will be subject to the exclusive jurisdiction of the state and federal courts located in Santa Clara, California USA.

9.2 Assignment. Neither Party may assign, sublicense or otherwise transfer (by operation of law or otherwise) this Agreement, or any of a Party's rights or obligations under this 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 either Party may assign or otherwise transfer this Agreement, along with all mutually executed Contract Addenda, to its Affiliate, or 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. Any purported assignment or other transfer in violation of this section is void.

Notwithstanding anything to the contrary in this section, however, in the event of any transfer by Partner under this section to any subscription management technology vendor that is a direct competitor of Zuora, Zuora will have the right to terminate this Agreement (including all associated Contract Addenda) for cause under Section 4.3, in which case each Party will promptly pay all amounts due under this Agreement and all associated Contract Addenda as of the termination effective date. Subject to this section, this Agreement will bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

9.3 Independent Contractors and Non-Exclusivity. 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, except to the extent expressly authorized by the other Party in writing. The Parties' relationship in connection with this Agreement, the Program Guide and signed Contract Addenda is non-exclusive and will not be construed as a joint venture, partnership, franchise, employment, or agency relationship, or as imposing any liability on either Party that might result from such a relationship.

9.4 Force Majeure. If either Party is prevented from performing, or is unable to perform, any of its obligations under this Agreement or signed Contract Addenda due to a cause beyond its reasonable control, e.g., war, riots, labor unrest, fire, earthquake, flood, hurricane, other natural disasters and acts of God, 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, (a) give the other Party prompt written notice of the nature and expected duration of such force majeure, (b) use commercially reasonable efforts to mitigate the delay and other effects, (c) periodically notify the other Party of significant changes in the status of the force majeure, and (d) notify the other Party promptly when the force majeure ends.

9.5 Waiver, Severability & Interpretation. The failure of either Party to enforce any right or provision in this Agreement or any Contract Addenda shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such Party in writing. If any

provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. The Parties acknowledge and agree that each Party and its counsel have freely accepted and/or contributed to all terms of this Agreement, and that the normal rule of construction to the effect that ambiguities are resolved against the drafting Party will not apply to interpretation of this Agreement.

9.6 Notices. Except to the extent email notice is expressly permitted, all notices (i.e., regarding any claimed breach or any termination) required under this Agreement or any Contract Addenda must be delivered in writing to the receiving Party's corporate headquarters (a) in person, (b) by nationally recognized overnight delivery service, or (c) by certified mail (requiring signature). For any notices to Zuora, a copy shall also be emailed to notices@zuora.com.

9.7 Execution. This Agreement and all Contract Addenda may be signed and/or accepted electronically and in counterparts, in which case each signed copy will be deemed an original as though both signatures appeared on the same document.

9.8 Entire Agreement. This Agreement, along with the Program Guide and any Contract Addenda, comprise the entire agreement between Partner and Zuora regarding such subject matter, and supersede 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.

ZUORA CONNECT APP DEVELOPMENT ADDENDUM

This Zuora Connect App Development Addendum (the “**Addendum**”) is entered into by and between Zuora, Inc., a Delaware corporation with offices at 3050 South Delaware St., Suite 301, San Mateo, CA 94403 USA (“**Zuora**” or “**us**” or “**we**”) and you or the entity you represent (“**Partner**” or “**you**”) (Zuora and Partner each a “**Party**” and collectively the “**Parties**”), pursuant to and subject to the terms of the Parties’ Zuora Partner Program Agreement (the “**Agreement**”), of which this Addendum is a part. Under this Addendum, among other things, you authorize Zuora to promote, publish, offer for sale, test and distribute the Connect App on the Connect Marketplace (as both are defined below). Definitions appear in Section 14 and elsewhere throughout this Addendum. Any capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.

THESE TERMS AND CONDITIONS GOVERN YOUR PARTICIPATION IN THE ZUORA CONNECT APP DEVELOPMENT PROGRAM. YOU MAY ONLY PARTICIPATE IN THE ZUORA CONNECT APP DEVELOPMENT PROGRAM IF YOU ACCEPT ALL OF THE TERMS AND CONDITIONS OF THIS ADDENDUM. BY SUBMITTING THE CONNECT APP FOR INCLUSION IN THE CONNECT MARKETPLACE, BY ACCESSING THE ZUORA API, BY USING ANY DEVELOPER DOCUMENTATION, OR BY CLICKING "I ACCEPT" (OR A SIMILAR BUTTON DENOTING ACCEPTANCE), YOU ARE ACKNOWLEDGING AND ACCEPTING THE TERMS AND CONDITIONS OF THIS ADDENDUM. IF YOU ARE ENTERING INTO THIS ADDENDUM ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THE ENTITY TO THIS ADDENDUM, IN WHICH CASE "YOU" WILL MEAN THE ENTITY YOU REPRESENT. IF YOU DON'T HAVE SUCH AUTHORITY, OR IF YOU DON'T ACCEPT ALL THE TERMS AND CONDITIONS OF THIS ADDENDUM, THEN YOU MAY NOT PARTICIPATE IN THE CONNECT APP DEVELOPMENT PROGRAM, ACCESS THE ZUORA API OR OTHERWISE USE ANY DEVELOPER DOCUMENTATION.

1. SCOPE

You have developed one or more software applications that implement the Zuora API and allow the Partner Service to connect with the Zuora Service (each a “**Connect App**”). This Addendum sets forth the terms by which the Connect App(s) may be offered for sale on the Connect Marketplace to Customers in exchange for certain Revenue Share payments as more fully set forth below. If the Connect App requires technical integration with the Zuora Service via the Zuora API and/or protocols, then you will follow and comply with Zuora’s technical and support requirements to achieve such integration. This Addendum, including all exhibits, schedules and attachments, governs all Connect Apps offered by you on the Connect Marketplace. This Addendum supersedes any prior discussions or representations (written or oral) regarding your participation in the Connect Marketplace, and constitutes the complete and exclusive agreement between the Parties regarding the subject matter hereof. For the avoidance of doubt, Updates are also subject to the terms and conditions of this Addendum.

2. CERTIFICATION

You must complete a schedule, as provided by Zuora, for each Connect App that you wish to offer on the Connect Marketplace (each a “**Connect App Schedule**”), a form of which is attached hereto as **Exhibit A**. Along with the applicable Connect App Schedule, you must then submit each proposed Connect App for approval and certification by Zuora as set forth in this Section 2 before making it commercially available via the Connect Marketplace (such process to be “**Certification**”). You will provide Zuora a copy of each Connect App for Certification testing. Zuora will test each such Connect App to determine if it satisfactorily complies with Zuora’s specifications, security requirements, and other applicable third party standards. You will pay Zuora the Certification fee identified in the applicable Connect App Schedule. Any such testing and review by Zuora does not modify or relieve you of your obligations hereunder. Zuora will use commercially reasonable efforts to provide written results of the Certification testing with respect to a particular Connect App within three (3) weeks after receipt of such Connect App by Zuora. Certification is within Zuora’s sole, but reasonable discretion. Any defects in a Connect App discovered during testing will be reported to you and must be cured by you in a timely manner and then resubmitted for Certification. You also agree that any Update to a Connect App previously certified by Zuora must be recertified by Zuora prior to being made available on the Connect Marketplace. Zuora retains the right to refuse or include a Connect App in the Connect Marketplace in its sole discretion.

3. LICENSE GRANTS

3.1 Subject to your continuing compliance with the terms and conditions of this Addendum, Zuora grants you a limited, personal, non-exclusive, non-sublicensable, non-transferable, non-assignable, revocable license during the Addendum Term to (i) use and make calls to the Zuora API solely to develop, test, and support the Connect App, in compliance with Zuora’s then in effect technical and

support requirements; and (ii) market and sell Connect Apps solely through the Connect Marketplace in accordance with the terms of this Addendum. Your use of the Zuora API must comply with the technical documentation, usage guidelines, call volume limits, and other documentation (the “**Developer Documentation**”) maintained at <https://www.zuora.com/developer> or otherwise made available to you via Zuora’s developer site (the “**Developer Site**”). Zuora may impose reasonable call volume limits on the Zuora API. In the event of any conflict between the Developer Documentation and this Addendum, this Addendum shall control.

3.2 Zuora does not grant you, expressly or implicitly, any license or rights other than the rights expressly set forth in this Section 3 (License Grants). Without limitation, you have no right to, and shall not, directly or indirectly: (i) create, make, devise, design, develop, or generate any modification or derivative work or reproduce or make any copies of the Zuora API or any part thereof, except solely as expressly permitted in Section 3.1; (ii) resell, distribute, provide, deliver or make available to any third party the Zuora API or any part thereof; (iii) decompile, disassemble, or reverse engineer, the Zuora API or any part thereof; (iv) assign, transfer or sublicense the Zuora API; (v) publicly perform or publicly display the Zuora API; (vi) remove or alter any patent, copyright, trademark or other proprietary or protective notices in or on the Zuora API; (vii) distribute, disclose, divulge, export, transfer, or provide, in any form, the Zuora API or any part thereof outside the United States or a person located outside the United States; or (viii) cause, authorize, or permit any third party to engage in any of the foregoing. For purposes of clarity, nothing herein authorizes or grants you any rights or licenses in or to the Zuora Service and you may not directly or indirectly charge Customers for use of or access to the functionality of the Zuora API or Zuora Service (but this does not limit your right to charge a fee for the Connector App).

3.3 You must protect the confidentiality and security of any developer keys, tokens, codes, or account credentials, and you may not sell, transfer, sublicense or otherwise disclose them to any party other than your employees or independent contractors acting within the scope of their employment with you who are bound by an agreement with you at least as protective of Zuora’s rights as this Addendum, and you are responsible for, and liable to Zuora for, any breaches of such agreements or this Addendum by your independent contractors. You may not modify or attempt to circumvent the access codes.

3.4 You grant Zuora a non-exclusive, worldwide, fully paid up, royalty free (subject to any applicable Revenue Share payment) right and license for as long as the applicable Connect App is made available for purchase on the Connect Marketplace to (i) host, copy, test, modify, format, link to, translate, perform, display, market, distribute on your behalf and otherwise use such Connect App (and any content contained therein) in connection with the Connect Marketplace; (ii) copy, test, perform, display and use the Connect App for demonstration and administrative purposes in connection with the operation and marketing of the Connect Marketplace; and (iii) permit Customers to access, install, purchase and (in the case of software applications) download such Connect App through the Connect Marketplace. Further, you agree to provide Zuora with continuing access throughout the Addendum Term to the Connect App, any Updates and/or other materials related to your use of the Zuora API as reasonably requested by Zuora to verify your compliance with this Addendum. Subject to the rights granted in this Addendum and as between us and you, you retain all rights, title and interest in the Partner Service and Connect Apps.

3.5 Zuora or its licensors retain sole ownership of and all rights, title and interest in and to (a) the Connect Marketplace, the Zuora API, the Zuora Service, the Developer Documentation and the Developer Site (collectively the “**Zuora Materials**”); (b) all visual interfaces, text, graphics and other content included in the Zuora Materials; (c) all underlying technology, software, data, and other materials that implement and/or operate the Zuora Service (including the Zuora APIs); (d) any and all modifications, enhancements and derivative works made to (a) through (d); and (e) any and all intellectual property rights embodied in or related to (a) through (d). Notwithstanding any other term herein, Zuora shall have a royalty free, fully paid-up, irrevocable and perpetual license to implement, use, modify, commercially exploit, and/or incorporate into the Zuora Materials any suggestions, enhancement requests, recommendations or other feedback Zuora receives from you. In addition to its other rights hereunder, Zuora may collect aggregate information regarding the Connect Marketplace and Connect Apps (excluding any personally identifiable information), including through the use of third party analytics tools and may exploit and use such aggregate information for any purpose and without restriction.

3.6 You acknowledge and agree that Zuora may now or at any time in the future offer, directly or indirectly, products or services that are similar to one or more Connect App.

3.7 Zuora reserves the right to make changes and improvements to the Zuora Materials from time to time and may, among other things, add or remove features or functionality or make changes to design or user interfaces in its sole discretion. Further, you acknowledge that Zuora may add features or functionality that are the same as, or similar to, the features and functionality provided by

the Connect App and nothing in this Addendum shall be deemed to prohibit such activity by Zuora.

3.8 You grant to each Customer a non-exclusive, worldwide right and license to perform, display, and use the Connect App in connection with the Connect Marketplace. You must provide Customer a separate end user license agreement, as more fully set forth in the **Connect App Schedule**, that will govern Customer's rights and access to the Connect App.

3.9 You acknowledge that for Customers to obtain access to the Connect Marketplace, they will also need to consent to the Zuora Partner Policies or other terms of service presented in the Connect Marketplace. Further, Customer's use of the Zuora Service requires Customer to have a valid subscription with Zuora subject to the then in effect Zuora Master Subscription Agreement or other written agreement between Zuora and Customer.

4. PARTNER OBLIGATIONS

4.1 You must promptly report to Zuora any security deficiencies in or intrusions to your systems that affect the Connect App, Connect Marketplace, Zuora API and/or Zuora Service that you discover in writing via email to security@zuora.com or subsequent contact information posted in the Developer Site. You must work with Zuora to immediately correct any security deficiency, and will disconnect immediately any intrusions or intruder. In the event of any security deficiency or intrusion involving the Connect App, you will make no public statements (e.g. press, blogs, social media, bulletin boards, etc.) without prior written permission from Zuora in each instance. Zuora may immediately suspend the Connect App if it reasonably believes it must do so in order to respond to a critical data security issue (e.g., threatened or confirmed interception or other hacking by a third party of user data).

4.2 You are solely responsible for ensuring that the Partner Service and the Connect App comply with all applicable laws, rules and regulations.

4.3 You must handle the Customer Data in strict compliance with the then-current Zuora Privacy Policy.

4.4 You agree to (1) comply regarding all Customer Data with all obligations, requirements and restrictions on "subprocessor" set forth in the Data Subprocessing Agreement attached as **Exhibit C ("DPA")**, (2) update the DPA with revisions or supplements that are required by (or may become required by changes in) law in any of the jurisdictions where either Party or its Affiliates or subprocessors operate, and (3) execute one or more separate, stand-alone versions of the DPA with Zuora as requested by Zuora at its sole discretion (for example, to submit a DPA to data protection authorities in the context of audits or filing processes).

4.5 You will:

- a. ensure that the Connect App performs to the level described in its documentation, the Connect Marketplace or otherwise, and any statements made regarding references, Support capability, performance, security, service level agreements, or other business or technical capabilities are accurate and supported by you;
- b. provide timely Support to identify and correct any known or reported Errors in each Connect App, in accordance with **Exhibit B**;
- c. be responsible for development, implementation, full testing, and management of each Connect App and all costs associated therewith;
- d. set forth your privacy and security policy that may be accessed by Customers;
- e. securely manage, store and retain any Customer Data received from Customers;
- f. not perform any technical security test, penetration test, or vulnerability scan of the Connect Marketplace, Zuora API and/or Zuora Service; and
- g. comply with all Zuora Partner Policies. You are responsible for checking the Zuora Partner Policies during the Addendum Term, and your continued participation in the Connect Marketplace constitutes your acceptance of and agreement to any changes to the Zuora Partner Policies.

5. FEES AND REVENUE SHARE

5.1 You will set the price for each Connect App in the applicable Connect App Schedule (the "**List Price**"). The List Price must be in USD amounts, but may be zero dollars (\$0) if you so choose. Zuora may display the List Price on the Connect Marketplace in USD or any other currency(s) that Zuora chooses. Zuora will not be responsible for the accuracy of any currency conversion. You may authorize Zuora to offer the Connect Apps to certain Customers for less than List Price on a case-by-case basis, but List Price may not

otherwise be changed during the Addendum Term.

5.2 You and Zuora will share any revenue generated in connection with each Connect App, under the specific Revenue Share model identified in the applicable Connect App Schedule. The Parties acknowledge and agree that neither Party is committing under this Addendum to provide any minimum aggregate amount of Revenue Share. Any Revenue Share payment due and owed a Party for a calendar quarter shall be paid by the other Party not more than thirty (30) days following the last day of such quarter. Notwithstanding the foregoing, no amounts shall be due a Party for any quarter in which the Revenue Share payment would be less than two hundred fifty dollars (\$250). If at any time during the Addendum Term hosting a Connect App on the Connect Marketplace requires Zuora to substantially increase server capacity, then the Parties will mutually agree upon an increased Revenue Share payment for Zuora with respect to such Connect App.

5.3 You hereby appoint Zuora as your payee agent for purposes of billing, invoicing and collecting amounts from Customers for any purchase of the Connect App via the Connect Marketplace. You acknowledge that if Customers make payment to Zuora for the Connect App, this constitutes payment to you and otherwise extinguishes the Customer's payment obligations. Zuora will be responsible for invoicing and collecting the applicable amounts for any Connect App (including all taxes imposed such transaction) acquired via the Connect Marketplace. However, Zuora has no obligation to take action against any Customer for non-payment. Notwithstanding any other term of any agreement between you and Customer, you acknowledge and agree that the billing and payment terms (e.g. payment method, currency, and payment period) for Customer's purchase of the Connect App via the Connect Marketplace shall be as agreed to by Customer and Zuora.

5.4 You will be the sole contact for billing disputes and any requests for refunds or credits from Customers. Zuora's only obligation is to direct the Customer to you regarding all billing inquiries, disputes, credits, refunds and any other customer service questions. You are solely responsible for providing any refunds to the Customer (not through Zuora). You are responsible for any income or other taxes due on any payments resulting from Zuora's payments to you. Accordingly, unless otherwise expressly stated, the amounts due you under this Addendum are exclusive of any taxes that may apply to such payments.

5.5 You will be the sole Customer contact and responsible for receiving, handling, and resolving all Customer complaints about the Connect App or Partner Service, including complaints regarding service level agreements, performance, outages, response times, features and function of the Connect App, and any other Customer satisfaction issues for the Connect App or Partner Service.

5.6 Each Party is responsible for complying with the collection, payment, and reporting rules for all taxes imposed by any governmental authority applicable to its activities under this Addendum. Neither Party is responsible for taxes that may be imposed on the other Party's income. If governmental authorities require Zuora to withhold from amounts payable to you, Zuora may withhold such amounts from any payments to be made to you under this Addendum and remit the net proceeds thereof to the appropriate governmental authority. Following written request, Zuora will provide you with documentation evidencing the withholding amount.

5.7 For fulfillment of Connect Apps under this Addendum, you agree no tangible personal property (including media and publications) will be delivered to Customers. Each Party agrees to cooperate to minimize any applicable taxes including reasonable notice and cooperation in connection with any audit.

5.8 Except as otherwise expressly provided herein, all costs and expenses incurred in connection with this Addendum and the transactions contemplated hereby shall be borne by the Party incurring such expenses.

5.9 Not more than forty-five (45) days following the last day of each calendar quarter, each Party shall provide the other a written report detailing (a) gross revenue; (b) Net Revenue; and Revenue Share payment calculation for the Connect App(s), in the case of Zuora, or the Partner Service, in the case of Partner. Not more than once per calendar year and upon not less than forty-five (45) days prior written notice, each Party shall have the right to perform a commercially reasonable audit of the other Party's relevant financial records solely to confirm correct Revenue Share payments. Such audit shall be conducted during normal business hours, in compliance with the other Party's reasonable security and other requirements, and in a manner that minimizes any interruption to such Party's business operations.

6. SUPPORT

6.1 For each Connect App, you will comply with and abide by the Support terms (the “**Support and Service Level Agreement**”), attached hereto as **Exhibit B**. You are solely responsible for all Errors or issues associated with the Connect App and for providing all Support for the Connect App for as long as the Connect App is offered in the Connect Marketplace and otherwise in accordance with Section 8.3. You shall include in each Connect App all relevant information on obtaining Support from you for the Connect Apps and the Partner Service, contact information, support tools, fee and billing inquiries and disputes, and other related support information. You acknowledge that Zuora will provide support to you and Customers for the Zuora Service only, and not for Connect Apps or the Partner Service.

6.2 Upon a material breach of the Support and Service Level Agreement by you, Zuora may notify you that Zuora will assume Support for the Connect App (a “**Support Failure Notice**”). Effective automatically upon delivery of a Support Failure Notice to you, you hereby grant Zuora a worldwide, royalty-free, non-exclusive, non-transferable license to use, reproduce and modify the Connect App, to the extent necessary for Zuora to provide Support of the Connect App during the Zuora Support Term (defined below). Upon receipt of a Support Failure Notice, you shall also provide to Zuora any current technical documentation reasonably necessary for Zuora to provide Support to Customers. If, following a Support Failure Notice, Zuora becomes satisfied that you will provide satisfactory Support, then the parties shall cooperate to restore Support responsibility to you. The period from when Zuora delivers a Support Failure Notice until you again resume providing Support for the Connect App with Zuora’s consent is the “**Zuora Support Term**”. You acknowledge that Zuora will incur significant additional expense during the Zuora Support Term. The Parties therefore agree that during the Zuora Support Term, the Revenue Share payment owed to you will be decreased by and/or the Revenue Share payment owed to Zuora will, as applicable, be increased by two hundred dollars (\$200) for every one (1) hour Zuora is required to provide Support to Customers during the Zuora Support Term.

7. MARKETING

7.1 Each Party will, in furtherance of this Addendum, engage in joint marketing and sales activities to promote the Connect App and the other Party’s services as more fully set forth in this Section 7 during the Addendum Term. Each Party will provide to the other Party a reasonable amount of sales and marketing materials regarding its services to distribute to the other Party’s customers and prospects and display in connection with online marketing. Upon written notice from a Party and/or upon termination of this Addendum, the other Party will promptly discontinue use of all such marketing materials.

7.2 Each Party may identify itself during the Addendum Term as having a relationship with the other Party consistent with this Addendum. Subject to the other Party’s express, prior, written approval of the specific content, each Party will establish and maintain on its website appropriate content describing the other Party’s services and the relationship contemplated by this Addendum, including the other Party’s approved logo. Without limiting the foregoing, Zuora may include your name in its marketing and promotional materials regarding the availability of the types of products or services offered on the Connect Marketplace.

7.3 Each Party will provide contact names and information regarding its relevant personnel to help facilitate the marketing and sales of services in accordance with this Addendum, including, without limitation, identifying (a) an appropriately senior lead relationship coordinator, (b) an appropriate spokesperson for communications with media and analysts relating to this Addendum, and (c) appropriate personnel to support joint sales calls to prospects and customers. Each Party will cooperate reasonably with, and follow the reasonable instructions of, the other Party with respect to all marketing and sales activity under this Addendum regarding the other Party’s services.

7.4 The Parties will jointly promote each other’s services at appropriate trade shows and conferences, and will issue a mutually agreed joint public announcement of the relationship established by this Addendum. In addition, the Parties will collaborate to create a video and/or other digital media to promote the relationship. The Parties will also pursue in good faith other appropriate joint marketing opportunities (e.g., briefings with prospects, media and analysts, and direct marketing to the other Party’s customers). Each Party must not, however, misrepresent the nature of the Parties’ relationship (e.g., by suggesting the Party is certified by, or otherwise authorized or associated with, the other Party in a manner that is false or misleading).

7.5 You will not reference Zuora’s name in an inaccurate, derogatory, confusing or misleading manner. You may not use Zuora Marks without the express written consent of Zuora except to the extent expressly set forth herein. Neither Party shall make any statements in connection with the use of either Party’s name and/or logo to suggest, state or imply that either Party warrants the other’s

products or services or is the source of, uses, or services the other's products or services.

7.6 You hereby grant Zuora a nonexclusive, non-transferable, worldwide, royalty-free license (without the right to sublicense) during the Addendum Term to use your Marks solely in furtherance of Zuora's marketing of the Connect Apps and other performance under this Addendum. Such license includes the right to use your name and logo on the Connect Marketplace, Zuora's web sites, external presentations and in advertising and/or marketing materials for the Connect Marketplace. Zuora will not display your name and logo in an inaccurate, derogatory, confusing or misleading manner. Any use of your Marks will be in accordance with your commercially reasonable written trademark usage policies provided to Zuora in advance. Zuora will reasonably cooperate with you in connection with monitoring Zuora's use of your Marks, and Zuora will supply you with specimens of such use upon request. Zuora will not use your Marks in any manner that dilutes, tarnishes, disparages or otherwise reflects adversely on you.

8. TERM AND TERMINATION

8.1 This Addendum is effective on the date you execute and/or otherwise agrees to it as set forth in the second paragraph of this Addendum (the "**Addendum Effective Date**") and will remain in effect until the later of (a) when you no longer offer a Connect App on the Connect Marketplace, or (b) one (1) year following the Addendum Effective Date, unless earlier terminated in accordance with the Agreement or this Addendum ("**Addendum Term**")

8.2 Unless a shorter time is provided elsewhere under this Addendum, Zuora may terminate this Addendum for any reason or no reason on ninety (90) days written notice to you. Upon receiving such notice, you will provide written notice to all Customers of the withdrawal of any applicable Connect Apps resulting from such termination.

8.3 Notwithstanding anything contained herein to the contrary, you shall continue to provide Support for the Connect App(s) to all Customers for a minimum of one (1) year following the termination date of this Addendum or the removal/suspension date of such Connect App from the Connect Marketplace. This obligation shall survive termination of this Addendum. If you should at any time fail to provide Support for the Connect App during such one (1) year period, Zuora may provide you a Support Failure Notice and the provisions of Section 6.2 hereof shall apply for the remainder of such one (1) year period.

8.4 In the event of any termination of this Addendum, the terms of this Addendum that reasonably should survive will survive, including, without limitation, all payment obligations under any Contract Addenda, and Sections 5, 6, 8, 10, 11, 12, 13 and 14 of this Addendum.

9. SUSPENSION AND REMOVAL

9.1 Zuora shall at all times control the Connect Marketplace although Zuora is under no obligation to monitor the Connect Apps or their content. Zuora may determine, in its sole discretion, whether to make available or list any Connect App through the Connect Marketplace. Zuora may stop any transaction or take any other action as needed to restrict access to or availability of any Connect App or content that does not comply with this Addendum or that is otherwise likely to adversely affect Customers, the Connect Marketplace, or the Zuora Service. Inclusion of a Connect App in the Connect Marketplace does not relieve you of responsibility to ensure that each Connect App complies with this Agreement or to otherwise perform any of your obligations hereunder. Zuora will have no responsibility or liability for lost profit and/or revenue during such period in which the Connect App is removed or suspended.

9.2 You may suspend or remove a Connect App from the Connect Marketplace upon ninety (90) days prior written notice to Zuora, provided you (a) honor all licenses and rights of any Customer who has previously purchased the Connect App (or otherwise provide a refund to such Customer of any unused amounts paid to you for such Connect App); (b) provide all Customers of such Connect App not less than ninety (90) days prior written notice of such suspension or removal; and (c) provide post-termination Support as set forth in Section 8.3. Notwithstanding the foregoing, in no event will Zuora maintain on any portion of the Connect Marketplace any Connect App that you have removed or suspended based on (a) actual or alleged infringement of any party's intellectual property rights; or (b) actual or alleged violation of applicable law or regulation. If you remove or suspend a Connect App from the Marketplace pursuant to (a) or (b) of the foregoing sentence, you must refund to the affected Customer all amounts paid by such Customer during the twelve (12) months preceding the takedown of such affected Connect App.

10. REPRESENTATIONS AND WARRANTIES

- 10.1 In addition to any representations and narratives in the Agreement and/or this Addendum, you represent and warrant that:
- a. you have the necessary rights in and to each Connect App (including associated marks and names) to grant Zuora the rights specified in this Addendum, and to grant Customers the rights specified in the EULA, as applicable;
 - b. each Connect App, together with any related support and warranty services provided by you, is and will be free of defects in design and operation, conform to specifications and documentation and is in compliance, with all applicable laws and regulations;
 - c. each Connect App does not infringe any patent, copyright, trademark, trade secret or any other intellectual property rights of any third party;
 - d. each Connect App does not contain any virus, spyware, "Trojan horse", mal-ware, or other harmful code, and will not cause injury to any person or damage to any property;
 - e. you comply with any and all third party requirements relating to any and all third party and/or open source software included in the applicable Connect App;
 - f. you will immediately notify Zuora if you unexpectedly lose any intellectual property rights related to a Connect App or become aware of a third party claim related to the Connect App;
 - g. each Connect App will comply with applicable laws regarding data protection and data transfer, including if required, PCI DSS; and
 - h. all data handled via each Connect App will be handled in accordance with the then-current Zuora Privacy Policy.

10.2 THE ZUORA MATERIALS ARE PROVIDED "AS IS" AND ZUORA EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON- INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER ZUORA NOR ITS SUPPLIERS MAKE ANY WARRANTIES THAT ANY PARTICULAR RESULTS WILL BE DERIVED FROM THE USE OF THE ZUORA MATERIALS UNDER THIS ADDENDUM. YOU AGREE THAT ZUORA DOES NOT CONTROL THE TRANSFER OF DATA, INCLUDING BUT NOT LIMITED TO CUSTOMER DATA, OVER TELECOMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND ZUORA DOES NOT WARRANT SECURE OPERATION OF THE ZUORA MATERIALS OR THAT SECURITY TECHNOLOGIES USED WILL BE ABLE TO PREVENT THIRD PARTY DISRUPTIONS OF THE ZUORA MATERIALS.

11. INDEMNIFICATION

You will defend, indemnify and hold Zuora and its employees, directors, other representatives, Affiliates and suppliers harmless from any costs, damages, liabilities and losses (including reasonable attorneys' fees) with respect to any third party claims, actions, suits or charges alleging a breach of the representations and warranties set forth in Section 10 (Representations and Warranties) or otherwise arising from or related to the Connect App(s), the Partner Service, your products, services, conduct, actions, or omissions or breaches under this Addendum. Zuora may participate in the proceedings at its option and expense and have the right to approve or disapprove any settlement. If you do not promptly assume and conduct the defense of a claim or take reasonable action to settle any such claim after being provided with sufficient reasonable notice to evaluate the claim, then Zuora may take control of the defense (without limiting your indemnification obligations).

12. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER TERM OF THE AGREEMENT OR THIS ADDENDUM, ANY LIMITATION OF LIABILITY OR OTHER DAMAGES CAP SHALL NOT APPLY TO YOUR LIABILITY OR OBLIGATIONS UNDER SECTION 4 (PARTNER OBLIGATIONS), SECTION 10 (REPRESENTATIONS AND WARRANTIES) AND SECTION 11 (INDEMNIFICATION) OF THIS ADDENDUM.

13. GENERAL

13.1 Each Party grants the other only the licenses and rights specified. No other licenses or rights (including licenses or rights under patents) are granted. All other rights are reserved by the Party owning such rights.

13.2 Any terms of this Addendum, which by their nature extend beyond the Addendum Term, remain in effect until fulfilled and apply to the Parties respective successors and assignees.

13.3 Either Party may independently develop, acquire, and market materials, products or services that may be competitive with (despite any similarity to) the other Party's products or services. Each Party is free to enter into similar agreements with others and may offer to provide any products and/or services to its customers without any obligation to the other Party, provided either such Party does not make unauthorized use of the other Party's Confidential Information or intellectual property.

13.4 You acknowledge you have not received or been offered any illegal or otherwise improper bribe, kickback, payment, gift or other thing of value by any Zuora employee, representative or agent in connection with this Addendum. Partner will use reasonable efforts to promptly notify Zuora at legal@Zuora.com if Partner becomes aware of any circumstances that are contrary to this acknowledgment.

13.5 You are responsible for ensuring that the distribution and/or sale of each Connect App complies with applicable law, including all US and international trade, privacy and export control laws and regulations. If licenses of any kind are required for the distribution and/or sale of a Connect App you must obtain such licenses before submitting such Connect App for Certification. You further represent and warrant that each Connect Apps will not, in whole or part, be controlled under the U.S. International Traffic in Arms Regulations (ITAR) or the defense trade control regime of any other country. You will provide to Zuora the classification of the Connect App under the U.S. Export Administration Regulations and reasonably work with Zuora to ensure compliance with applicable export controls based on this classification.

13.6 You shall create records to document your compliance with this Addendum (including, but not limited to, compliance with tax laws) and provide copies of such records to Zuora on request. Zuora, or Zuora's advisors or agents, shall have the right, but not the obligation, to audit your operations and records to confirm compliance with this Addendum.

14. DEFINITIONS

"Connect Marketplace" means the proprietary online portal and website provided by Zuora where Customers may purchase or otherwise acquire Connect Apps.

"Customer" means any person, company or other legal entity that acquires a Connect App via the Connect Marketplace.

"Customer Data" means any information that a Customer uploads into the Connect App or otherwise makes accessible to Partner as described by Partner on the applicable Connect App Schedule.

"Error" means any mistake, problem, defect or "bug" that causes a Connect App to malfunction, fail to meet its specifications or expose Customer Data to unauthorized persons; or any incorrect or incomplete statement or diagram in the related Partner documentation that causes a Connect App to be materially inaccurate or inadequate.

"Net Revenue" means gross revenue actually collected from a Customer by Partner, less transaction costs, discounts, refunds, chargebacks, credit card fees, applicable taxes and other governmental fees (other than taxes on the Partner's income) paid by Partner with respect to such transaction.

"Support" means software maintenance, Updates, upgrades, technical support and other services provided by Partner to Customer for the Connect App(s).

"Revenue Share" means the applicable revenue sharing model identified on the Connect App Schedule for each Connect App.

“Update” means any maintenance releases, bug fixes, patches, Error corrections, software updates or enhancements made to the Connect App by Partner during the Addendum Term.

“Zuora Master Subscription Agreement” means the terms and conditions then in effect at <https://www.zuora.com/terms-conditions/> (or a replacement site made available by Zuora) governing the Zuora Service.

“Zuora Partner Policies” means the Zuora policies and procedures for the Connect Marketplace and Connect Apps made available by Zuora and which may be changed by Zuora at any time in its sole discretion.

“Zuora Privacy Policy” means the Zuora privacy policy as made available by Zuora and which may be changed by Zuora at any time in its sole discretion.

EXHIBIT A – Connect App Schedule

This Connect App Schedule (the “**Schedule**”) is entered into by and between Zuora, Inc., a Delaware corporation with offices at 3050 South Delaware St., Suite 301, San Mateo, CA 94403 USA (“**Zuora**” or “**us**” or “**we**”) and you or the entity you represent (“**Partner**” or “**you**”) (Zuora and Partner each a “**Party**” and collectively the “**Parties**”), pursuant to, and subject to the terms of, the Parties’ Zuora Connect App Development Addendum (the “**Agreement**”), of which this Schedule is a part. Capitalized terms not defined herein shall have the meaning ascribed to them in the Addendum.

1. To be completed by Partner:

Partner Legal Name	
Partner Address	
Partner Lead Relationship Contact	Name: Title: Address: Email: Phone:
Partner Lead Technical Contact	Name: Title: Address: Email: Phone:
Partner Lead Billing Contact	Name: Title: Address: Email: Phone:
Partner Service	[Insert name of service and brief description]
Connect App	[Insert name of app and brief description]
List Price of Connect App	[\$] USD
Partner Service Retail Price (if applicable)	
Customer Data to be accessed by Connect App	

2. To be completed by Zuora:

Zuora Lead Relationship Contact	Name: Title: Address: Email: Phone:
Zuora Lead Technical Contact	Name: Title: Address: Email: Phone:
Zuora Lead Billing Contact	Name: Title: Address: Email: Phone:
Revenue Share model (as defined below in Section 3)	
Certification date	
Certification fee	

TO BE COMPLETED AND SUBMITTED WITH EACH APP

3. Revenue Share Models.

A. Recurring Revenue Share.

Where Customer pays Zuora subscription fees for the Connect App, then Zuora is allotted and retains twenty percent (20%) of the subscription fees due and owed by Customer for such Connect App. Zuora then pays Partner the remaining balance of any subscription fees actually collected by Zuora from Customer for the applicable Connect App (less transaction costs, discounts, refunds, chargebacks, credit card fees, applicable taxes and other governmental fees other than taxes on Zuora's income) during the subscription period.

B. Partner Service Revenue Share.

Where Customer pays Zuora no fees (i.e. \$0 List Price) for the Connect App, then Partner pays Zuora twenty percent (20%) of the Net Revenue generated from Partner's sale of the Partner Service to such Customer during the time Customer uses such Connect App (including any renewal period and/or upsell).

4. EULA. Prior to a Customer's first use of the Connect App, Developer will require Customer to execute and/or otherwise accept the end user license agreement governing the Customer's use of the Connect App (the "EULA"), an approved form of which is available at the Developer Site. The EULA is a separate legal agreement between the Customer and you. Zuora is not a party to such EULA, and has no liability or obligation thereunder. You acknowledge and agree that Zuora is an intended third-party beneficiary of each EULA and Zuora has the right to take such legal actions against the Customer, in its sole discretion, as Zuora deems necessary to protect the interests of Zuora. Should you wish to modify the EULA for the Connect App, you must submit your proposed edits to Zuora, which may, in its reasonable discretion, accept or reject such proposed changes.

ACCEPTED AND AGREED BY THE PARTIES' DULY AUTHORIZED REPRESENTATIVES:

Partner	Zuora
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

**TO BE COMPLETED
AND SUBMITTED WITH
EACH APP**

EXHIBIT B – Support and Service Level Agreement

A. SUPPORT RESPONSE AND RESOLUTION

1. As between Zuora and Partner, Partner is solely responsible for providing all Support to Customers for each Connect App. Partner will use commercially reasonable efforts to provide telephone, web-based and/or email support to Customers during normal business hours. Zuora may, in its sole discretion, provide first-line support to Customer(s) for the Connect App in those limited instances where such support involves minimal effort by Zuora. In all other instances, Zuora will escalate all Customer support, maintenance and service inquiries regarding the Connect App to Partner.

2. **Error Severity Levels.** Partner shall provide Support in accordance with the following Error severity levels:

Error Severity Level Definitions Table		
Level	Definition	Characteristics
CRITICAL (Severity 1)	Connect App is unusable affecting all or most Users. No known workaround exists. This includes the highest level of outages. Severity 1 will also be assigned to those incidents whereas end users are experiencing severe latency or loss of key functionality of the application.	<ul style="list-style-type: none"> · A critical documented function is not available or inaccessible, resulting in total disruption of service · Data corruption attributable to the Partner Service (but excluding non-Partner causes, e.g., data duplication resulting from the actions of end-user or third-party services) · System hangs indefinitely, causing unacceptable or indefinite delays for resources or response · System crashes, and crashes repeatedly after restart attempts
SERIOUS (Severity 2)	Capability is limited or significant performance degradation is experienced. No reasonable workaround available.	<ul style="list-style-type: none"> · Connect App is operational, but highly degraded · Important features are unavailable with no acceptable workaround; however, some operations can continue in a restricted fashion

MAJOR (Severity 3)	System performance issue or functionality impaired to the point it inhibits normal operations. Short-term workaround is available.	<ul style="list-style-type: none"> · Connect App is operational, but partially degraded and an interim workaround or solution exists · Problem with non-critical feature or functionality
MINOR (Severity 4)	Functionality is not blocked. Minor problem not affecting core service functionality and/or the ability to use services, or problems to which workarounds exist.	<ul style="list-style-type: none"> · Missing or erroneous documentation · Minor problem or question that does not affect delivery of service · Depending on risk assessment, may be deferred or closed without a fix
GENERAL INQUIRY (Severity 5)	Technical or informational questions or product-related comments not relating to any definition listed above.	<ul style="list-style-type: none"> · Feature suggestions · Improvements · General product inquiries

3. **Ticket Resolution.** Partner shall provide Support in accordance with the following ticket resolution process:

ACKNOWLEDGED	Partner will communicate receipt of the initial request for support.
ASSIGNED	Partner will communicate that a ticket has been assigned and that investigation/resolution is in progress.
RESOLVED	Partner will communicate when a resolution is available. Partner will provide the necessary instructions, guidance, and/or software or documentation updates required to implement this resolution. (Resolution may be any of the following: fixed, won't fix, incomplete, work around, duplicate or cannot reproduce).
FIXED	Where applicable, Partner will communicate when a permanent fix is available. Partner will provide the necessary instructions, guidance, and/or software or documentation updates required to implement the fix. A fix may be made available in conjunction with a Zuora scheduled software release cadence.
CLOSED	Problem has been resolved and, where applicable, a fix has been implemented and communicated to the Customer User who has accepted the resolution. No further action is required.

4. **Response Times.** Partner shall provide Support in accordance with the following Support ticket response times:

Level	Initial Response Time	Resolution Time	Fix/Closed Time

CRITICAL (Severity 1)	< 30 minutes	Within 8 hours	Within 24 hours
SERIOUS (Severity 2)	< 90 minutes	Within 16 hours	Within 72 hours
MAJOR (Severity 3)	< 4 hours	Within 5 days	Within 15 days
MINOR (Severity 4)	< 36 hours	Within 30 days	Will be dealt with on a case-by-case basis
GENERAL INQUIRY (Severity 5)	< 5 business days	Within a commercially reasonable time	Within a commercially reasonable time

B. VIOLATIONS

1. In addition to any rights it may have under Section 6.2 of the Addendum, Zuora may immediately terminate this Addendum upon notice to Partner, without providing an opportunity to cure, and remove one or more of Partner’s Connect App(s) from the Connect Marketplace in the event of any of the following:

- a. Failure by Partner to resolve a Critical (Severity 1) Error within five (5) business days following notice by Customer and/or Zuora.
- b. Failure by Partner to resolve a Serious (Severity 2) Error within thirty (30) calendar days following notice by Customer and/or Zuora.
- c. Three (3) failures by Partner to meet a Response Time for a Critical (Severity 1) or Serious (Severity 2) Error within any rolling thirty (30) day period during the Addendum Term.

EXHIBIT C – Data Subprocessing Agreement

*based on European Commission Decision 2010/87/EU
Standard Contractual Clauses (processors)*

This Data Subprocessing Agreement is Exhibit C to the Parties Zuora Connect App Development Addendum and is concluded between Zuora, Inc. and _____ (“subprocessor”) effective as of _____ in reliance on the following facts:

A. Zuora, Inc. offers a technology platform and related data processing services to customers around the world. Subprocessor provides services to Zuora, Inc. and may process or receive access to personal data of customers of Zuora, Inc., customers of its affiliates and/or customers of its customers.

B. If and to the extent customers send personal data to Zuora, Inc. that relates to data subjects in the European Economic Area and/or Switzerland (“EEA+”), customers require Zuora, Inc. to conclude data processing agreements to satisfy the requirements of Article 17 of the EU Data Protection Directive (95/46/EC), as implemented into applicable national data protection laws, and assure ‘adequacy’ for purposes of Directive 95/46/EC of 24 October 1995, as implemented into applicable national law. Some customers expand the scope to personal data relating to data subjects outside the EEA+ or require similar or additional measures regarding such data. Some customers insist on data processing agreements based on the Standard Contractual Clauses promulgated by the EU Commission Decision 2010/87/EU (“SCC 2010”) whereby Zuora, Inc. assumes obligations as ‘data importer’ or ‘subprocessor’ and the customers assume obligations as ‘data exporter.’

C. Subprocessor provides services to Zuora, Inc. and may receive custody or store, process or gain access to data of customers and their employees or customers as further described in Appendix 1 hereto. Zuora, Inc. is required under its agreements with customers to flow through certain compliance obligations to subprocessor, including the SCC 2010 and subprocessor accepts such requirements in this Data Subprocessing Agreement. If data protection laws and corresponding obligations and customer requirements change for Zuora, Inc., subprocessor shall support Zuora, Inc. and execute additional written agreements to back up Zuora, Inc., as reasonably required by the circumstances, in good faith.

D. This Data Subprocessing Agreement and any commercial agreement between Zuora, Inc. and subprocessor shall not create any third party beneficiary rights for any customers or any individual data subjects. Data subjects who are entitled to third party beneficiary rights under a contract between Zuora, Inc. and a customer that incorporates the SCC 2010 shall have third party beneficiary rights as contemplated in the SCC 2010 also vis-à-vis subprocessor. With respect to such individual data subjects and their personal data, this Data Subprocessing Agreement and the SCC 2010 shall take precedent over any conflicting terms in any commercial agreements between Zuora, Inc. and subprocessor.

NOW THEREFORE, in consideration of the foregoing and other valuable consideration, receipt and adequacy of which is hereby acknowledged,

Zuora, Inc., as specified on Appendix 1 with address, telephone and fax number and email contact information, as **data importer** or **subprocessor**,
and

_____ as **subprocessor**,

each a “party”; together “the parties”,

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1 **Definitions**

For the purposes of the Clauses:

- (a) ‘*personal data*’, ‘*special categories of data*’, ‘*process/processing*’, ‘*controller*’, ‘*processor*’, ‘*data subject*’ and ‘*supervisory authority*’ shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of

individuals with regard to the processing of personal data and on the free movement of such data;

- (b) *'the data exporter'* means the controller who transfers the personal data;
- (c) *'the data importer'* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) *'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) *'the applicable data protection law'* means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- (f) *'technical and organisational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2
Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3
Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4
Obligations of the data exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
 - (ii) any accidental or unauthorised access, and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise

authorised to do so;

- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
 - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
 - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.

2. to refer the dispute to the courts in the Member State in which the data exporter is established.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9

Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.
2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

On behalf of Zuora, Inc., as data importer or subprocessor (depending on Zuora, Inc.'s relationship with its customer, which may either act as 'data exporter' or 'data importer'):

Name (written out in full):

Position:

Address:

Signature.....

On behalf of _____, as subprocessor:

Name (written out in full):

Position:

Address:

Signature.....

Appendix 1 to the Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed and signed by the parties

Data exporter

The data exporters are customers of Zuora, Inc. or their customers or affiliates.

Data importer

The data importer is Zuora, Inc. or its customers.

Subprocessor

Subprocessor is: . In situations where Zuora, Inc. holds the role of a subprocessor also, the contracting party of Zuora, Inc. under these SCC 2010 shall have the role of a second or lower tier subprocessor and assume all obligations of a 'subprocessor' under the SCC 2010.

Data subjects

The personal data transferred concern data subjects residing in the European Economic Area and Switzerland.

Categories of data

The personal data transferred concern the following categories of data:

Personal data that data exporter uploads to data importer, typically including:

1. Contact details (including at least name, address, e-mail address, phone and fax contact details and associated local time zone information);
2. IT systems information (including at least user ID and password, computer name, domain name, IP address, and software usage pattern tracking information i.e. cookies);
3. The data subject's e-mail content and transmission data which is available on an incidental basis for the provision of information technology consultancy, support and services (incidental access may include accessing the content of e-mail communications and data relating to the sending, routing and delivery of e-mails); and
4. For each customer or partner of data exporter, financial details for at least one method of payment (e.g. credit card number, bank details, data required for other payment methods).

Special categories of data (if appropriate)

The personal data transferred does not concern special categories of data.

Processing operations

The personal data transferred will be subject to the following basic processing activities (please specify):

Appendix 2 to the Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed and signed by the parties

Description of the technical and organisational security measures implemented by the subprocessor in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):