

ZIP MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement (“**Agreement**”) is effective as of the date Zip accepts the Order Form (the “**Effective Date**”) and is between ZipHQ, Inc., a Delaware corporation, with a place of business at 680 Folsom Street, 13th Floor, San Francisco, CA 94107 (“**Zip**”), and the customer stated in the Order Form (“**Customer**”).

1. RIGHTS AND RESPONSIBILITIES

1.1 **Access and Use.** Subject to the terms and conditions of this Agreement, Zip grants to Customer during the Subscription Term (as specified in an applicable Order Form), solely for Customer’s internal business purposes, the right to access and use Zip’s software solutions and/or products stated in the order form, order, or statement of work (each such document, an “**Order Form**”) including all additions and modifications made by Zip from time to time (the “**Platform**”) in accordance with the technical materials provided by Zip to Customer in electronic form describing the use and operation of the Platform (the “**Documentation**”). As authorized under the Order Form, Customer may permit Customer’s employees and contractors (“**Employees**” or “**Authorized Users**”) to access and use the features and functions of the Platform pursuant to Customer’s rights under this Agreement.

1.2 **Restrictions.** Customer will not, and will not permit any Authorized User, or authorize any other party, to directly or indirectly (a) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, know-how, or algorithms relevant to the Platform; (b) modify, translate, or create derivative works based on the Platform; (c) use the Platform for timesharing or service bureau purposes or otherwise for the benefit of a third-party, or remove any proprietary notices or labels; (d) access or use the Platform for any competitive purposes or to build a similar or competitive product or service; or (e) otherwise use the Platform in a manner inconsistent with applicable law, the Documentation, or this Agreement. Customer will comply with all laws and regulations applicable to its use of the Platform.

1.3 **Support Services.** During the Subscription Term, Zip will provide Customer with the technical support services set forth in the Zip Standard Support Policy available at <https://assets.ziphq.com/legal/zip-support-11-2025.pdf> (the “**Support Policy**”). Zip will not adversely change the Support Policy during the Term without Customer’s written consent.

1.4 **Service Level Agreement.** During the Subscription Term, Zip will comply with Zip’s Service Level Agreement available at <https://assets.ziphq.com/legal/zip-availability-11-2025.pdf> (the “**SLA**”). Zip will not adversely change the SLA during the Term without Customer’s written consent.

1.5 Optional Services.

- (a) **AI Technology.** If Customer subscribes to any Platform solution or product that incorporates any large language models (LLMs) and other machine learning or artificial intelligence features, the Zip AI Supplemental Terms available at <https://assets.ziphq.com/legal/zip-ai-supplemental-terms-11-2025.pdf> (the “**Zip AI Supplemental Terms**”) will apply. Zip will not adversely change the Zip AI Supplemental Terms during the Term without Customer’s written consent.
- (b) **App Studio.** Customer’s use of the App Studio to connect to any third party system the App Studio Supplemental Terms available at <https://assets.ziphq.com/legal/zip-app-studio-supplemental-terms-11-2025.pdf> (the “**App Studio Supplemental Terms**”) shall apply. Zip will not adversely change the App Studio Supplemental Terms during the Term without Customer’s written consent.
- (c) **Punchouts.** Zip may make available through the Platform connections to third-party websites that enable requesters to browse and place orders for products on a third-party website, which are then automatically synced to the Platform (“**Punchouts**”). These third-party websites are separate from and do not form part of the Platform. Zip does not make any warranty, representation, or guarantee as to the performance, operation, or continued availability of any third-party website.
- (d) **Vendor Cards.** If Customer purchases Vendor Cards, Customer agrees to the Vendor Cards Supplemental Terms available at <https://assets.ziphq.com/legal/zip-vendor-cards-supplemental-terms-11-2025.pdf> (the “**Vendor Card Supplemental Terms**”). Zip will not adversely change the Vendor Card Supplemental Terms during the Term without Customer’s written consent.
- (e) **Zip Pay.** If Customer purchases Zip Pay (as defined in the Zip Pay Supplemental Terms), Customer agrees to the Zip Pay Supplemental terms available at <https://assets.ziphq.com/legal/zip-pay-supplemental-terms-11-2025.pdf> (the “**Zip Pay Supplemental Terms**”). Zip will not adversely change the Zip Pay Supplemental Terms during the Term without Customer’s written consent.

2. PROFESSIONAL SERVICES

2.1 If Customer purchases training, implementation, enablement, and/or other professional services (“**Professional Services**”), Zip will provide the Professional Services as described in an Order Form. The Professional Services will be provided in accordance with good industry standards by appropriately qualified personnel using reasonable skill and care.

2.2 Professional Services will be performed Monday through Friday, excluding national holidays, during working hours, in the location where the Professional Services are to be performed by Zip.

2.3 Zip grants to Customer, during the Subscription Term, a non-exclusive, non-transferable, non-sublicensable license to use any training and other informational materials provided during or created in the performance of the Professional Services to the extent necessary to enable Customer's use of the Platform in accordance with the terms of this Agreement. If not used, and unless otherwise set forth in the applicable Order Form, pre-purchased Professional Services and expenses expire twelve (12) months after the date purchased.

2.4 Customer will provide reasonable access, cooperation, and information as necessary to permit Zip to perform the Professional Services.

2.5 While on Customer premises, Zip personnel will comply with any rules or policies of Customer that are made available to such personnel in writing.

3. EARLY ACCESS FEATURES

3.1 Zip may choose to make available to Customer trial, beta, or early access features ("**Early Access Features**"). Unless otherwise agreed in writing, Early Access Features are only for Customer's internal evaluation during the period Zip makes the Early Access Features available.

3.2 Zip is entitled to cancel Customer's access to the Early Access Features or modify the Early Access Features at any time. No warranty, availability, or support obligations of Zip will apply to Early Access Features.

3.3 Customer may choose to provide feedback related to the Early Access Features as reasonably requested by Zip. Customer grants to Zip, without charge, the fully paid-up, perpetual right to exploit such feedback for development of Zip's business, products, and services so long as such exploitation does not identify Customer or its Authorized Users as the source of the feedback. The Early Access Features are subject to the terms of Section 1 (Rights and Responsibilities) to the same extent as the Platform.

4. CUSTOMER DATA

4.1 "**Customer Data**" means all electronic data or information submitted by Customer or Authorized Users into the Platform. Customer represents and warrants that it has the necessary rights and permissions to provide Customer Data to Zip. Zip will protect Customer Data as set forth in the Information Security Policy available at <https://assets.ziphq.com/legal/zip-information-security-policy-11-2025.pdf>. Zip will not adversely change the Information Security Policy during the Term without Customer's written consent.

4.2 **Personal Data.** Zip will only process Personal Data as necessary to perform its obligations under this Agreement and as set forth in the Data Processing Policy available at <https://assets.ziphq.com/legal/zip-data-processing-policy-11-2025.pdf>. Zip will not adversely change the Data Processing Policy during the Term without Customer's written consent.

5. PROPRIETARY RIGHTS

5.1 Zip will own and retain all right, title, and interest in and to (a) the Platform, all improvements, enhancements, or modifications thereto; (b) any software, applications, inventions, or other technology developed in connection with implementation services or support; (c) any and all inputs, prompts, and outputs by and from the AI Technology (excluding any Customer Data); and (d) all intellectual property rights related to any of the foregoing.

5.2 Customer will own and retain all right, title, and interest in and to the Customer Data.

5.3 **System Performance.** Zip will have the right to collect and analyze data relating to the provision, use, and performance of various aspects of the Platform ("**System Performance Data**"). Zip will be free to use System Performance Data to improve and enhance the Platform and for other development, diagnostic, and corrective purposes in connection with the Platform. No rights or licenses are granted except as expressly set forth herein.

5.4 **Analyses.** Zip may combine Customer Data with the data of other participating Zip customers to create analyses of industry trends and developments ("**Analyses**"). Zip will anonymize and aggregate any Customer Data included in Analyses, and Analyses will not include any personal data.

5.5 **Feedback.** Customer grants to Zip a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Platform any suggestions, enhancement requests, recommendations, or other feedback provided by Customer, including Authorized Users, relating to the Platform. Zip will not identify Customer as the source of any such feedback.

6. PAYMENT OF FEES

6.1 Customer will be invoiced by Zip for the Platform, Professional Services, and any other amounts as set forth in the Order Form in accordance with the terms therein (the “Fees”). Unless otherwise set forth in the Order Form, Customer will pay invoices within thirty (30) days of the invoice date. All payment obligations are non-cancelable, and all amounts paid are non-refundable, except as otherwise set forth in this Agreement. If Customer believes that Zip has billed Customer incorrectly, Customer must contact Zip no later than sixty (60) days after its receipt of the first billing statement in which the error or problem appeared to receive an adjustment or credit. Inquiries should be directed to support@ziphq.com. Zip may suspend Customer’s access to the Platform if undisputed late payments are not received within thirty (30) days of Customer’s receipt of a late payment notice.

6.2 The Fees exclude, and Customer will make all payments of the Fees to Zip free and clear of, all applicable sales, use, and other taxes and all applicable export and import fees, customs duties, and similar charges. Customer will be responsible for payment of all such taxes (other than taxes based on Zip’s net income), fees, duties, and charges, and any related penalties and interest, arising from the payment of the Fees or Customer’s use of the Platform. All amounts due under this Agreement will be paid by Customer in full without any set-off, counterclaim, deduction, or withholding (other than as required by law).

7. TERM AND TERMINATION

7.1 Subject to earlier termination as provided below, the term of this Agreement begins on the Effective Date and will remain in effect until all Subscription Terms expire or until this Agreement is otherwise terminated in accordance with the terms hereof, whichever occurs first (the “Term”).

7.2 In addition to any other remedies it may have, either party is also entitled to terminate an Order Form upon thirty (30) days’ written notice to the other party if the other party materially breaches any of the terms or conditions of this Agreement, and such breach remains uncured more than thirty (30) days after receipt of written notice of such breach. If Customer terminates an applicable Order Form for an uncured material breach, Zip will promptly provide Customer a refund of the unused, prepaid Fees related to the applicable Platform products and/or solutions listed in the Order Form.

7.3 All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, indemnification obligations, warranty and disclaimer, and limitations of liability.

8. WARRANTY AND DISCLAIMER

8.1 Zip warrants that (a) it will comply with all laws applicable to the operation of its business; and (b) during Subscription Term set forth in the applicable Order Form, the Platform will, in all material respects, conform to the functionality described in the then-current Documentation for the applicable Platform products and/or solutions.

8.2 In the event of a breach of Section 8.1(b), Customer’s sole and exclusive remedy is that Zip will use commercially reasonable efforts to correct any reproducible nonconformity. If such efforts are unsuccessful within thirty (30) calendar days of written notice from Customer, Customer may terminate the affected solutions and/or products. Zip will then promptly provide Customer a refund of the unused, prepaid Fees related to the applicable Platform products and/or solutions.

8.3 The warranty in Section 8.1(b) will not apply to the extent any non-conformance is caused by (a) Customer using the Platform with an application or in an environment other than as described in the Documentation; or (b) modifications made to the Platform that were not made by Zip, Zip’s authorized representatives, or with the express written authorization of Zip.

8.4 Zip only gives the express warranties in this Agreement. All other conditions, warranties, or other terms which might have effect or be implied or incorporated into this Agreement whether by statute, common law, or otherwise are excluded to the fullest extent permitted by law.

9. INDEMNITY

9.1 Zip agrees to defend, at its cost, Customer against (or, at Zip’s option, settle pursuant to Section 9.4), any third-party claim to the extent such claim asserts that the Platform infringes or misappropriates any patent, copyright, trademark, or trade secret of that third-party and Zip will pay all costs and damages finally awarded against Customer by a court of competent jurisdiction as a result of any such claim. Zip’s obligations under this Section 9.1 only apply if (a) Customer notifies Zip of the indemnification claim in writing as soon as possible once it becomes aware of the claim; (b) Customer makes no admission of liability or fault upon becoming aware of such claim; (c) Zip is given sole control over the defense of the claim and settlement of it; and (d) Customer provides all reasonable assistance to Zip, at Zip’s expense. The foregoing will be Customer’s sole and exclusive remedy for any claim of infringement of third-party intellectual property rights.

9.2 If the use of the Platform is, or in Zip’s sole opinion is likely to become, subject to such a claim, Zip may (a) replace the infringing portion of the Platform with functionally equivalent non-infringing technology; (b) obtain a license for Customer’s continued use of the infringing portion of the Platform; or (c) terminate the Order Form related to the infringing portion of the Platform and

promptly provide Customer a refund of the unused, prepaid Fees related to the infringing portion of the Platform products and/or solutions.

9.3 The indemnity in Section 9.1 will not apply (a) if the Platform is modified by anyone other than Zip; (b) if the infringement is caused by Customer combining the Platform with non-Zip applications, code, or products not contemplated by the Documentation or the applicable Order Form; or (c) to the extent breach of this Agreement by Customer or its Authorized Users caused the infringement claim.

9.4 Any settlement of a third-party claim under this Section 9 will require Customer's written consent, not to be unreasonably withheld, delayed, or conditioned, unless the settlement is (a) only the payment of money; (b) includes an unconditional release of Customer; and (c) does not include any admission of wrongdoing by Customer.

10. LIMITATION OF LIABILITY

10.1 In no event will either party be liable for any: (a) indirect, incidental, special, punitive, or consequential damages, whether in an action in contract or tort (including negligence); (b) loss of revenues or profits; (c) loss of or damage to business reputation; (d) loss of use or business interruption; or (e) loss of wasted management time or staff time, even if the other party has been advised of the possibility of such damages.

10.2 Each party's liability to the other party (whether for breach of contract, misrepresentations, negligence, strict liability, other torts, or otherwise) under or in connection with this Agreement and all Order Forms following execution of this Agreement will not exceed the total Fees paid (plus Fees payable) to Zip during the immediately preceding calendar year. This limitation of liability is aggregate and not per incident. Any liability becoming payable during the first such calendar year, the total liability will be the Fees payable in the first year of the Subscription Term.

10.3 Nothing in this Agreement will limit or exclude either party's liability for (a) death or personal injury; (b) gross negligence, willful misconduct, or fraud; (c) in the case of Zip, its obligations under Section 9 (Indemnity); (d) in the case of Customer, for (i) breach of Section 1.2 or (ii) payment of Fees; and (e) any matter which by law may not be excluded or limited.

11. CONFIDENTIALITY

11.1 "**Confidential Information**" means all information of a party ("**Discloser**") disclosed to the other party ("**Recipient**") that is identified as confidential at the time of disclosure or should be reasonably known by the Recipient to be confidential due to the nature of the information and the circumstances surrounding the disclosure.

11.2 The Recipient will: (a) not use the Discloser's Confidential Information for any purpose outside of the Agreement; (b) not disclose the Confidential Information to any person or entity other than on a need-to-know basis; (c) ensure that anyone to whom Confidential Information is disclosed to is bound by written obligations of confidentiality in place with the Recipient; and (d) use reasonable measures to protect the confidentiality of such Confidential Information.

11.3 If the Recipient is required by applicable law, court order, or the rules of a stock exchange on which it is listed to make any disclosure of such Confidential Information, the Recipient will first, if legally permitted, give written notice to the Discloser. To the extent within its control, the Recipient will permit the Discloser to intervene in any relevant proceedings to protect its interests in its Confidential Information.

11.4 Confidential Information will not include information that the Recipient can show: (a) was rightfully in its possession or known to it prior to receipt without any restriction on its disclosure; (b) is or becomes publicly known through no breach of this Agreement; (c) is independently developed without the use of the other party's Confidential Information; or (d) is rightfully obtained from a third-party without breach of any confidentiality obligation.

11.5 The Recipient acknowledges that unauthorized disclosure of the Discloser's Confidential Information could cause substantial harm to the Discloser for which damages would not be an adequate remedy.

12. NOTICES

12.1 All notices required to be given under this Agreement must be in writing and delivered by hand, email, first class prepaid mail, or recorded delivery mail. Notices for Zip must be sent to legal@ziphq.com or ZipHQ, Inc., 680 Folsom Street, 13th Floor, San Francisco CA 94107, Attn: Legal. Notices for Customer may be sent to the email or physical address on the signature page of this Agreement.

12.2 Notice will be deemed given (a) when received, if delivered by hand or email; (b) the next business day after it is sent, if sent by first class prepaid mail or recorded delivery; or (c) five (5) business days following postage, if sent internationally.

13. GENERAL

13.1 Unless expressly stated otherwise, this Agreement does not give rise to any rights for a third-party to enforce any term of this Agreement.

13.2 If this Agreement conflicts with any of the terms of any Order Form, then the terms of the Order Form will control solely with respect to the Platform and Professional Services covered by such Order Form. Any purchase orders issued by Customer are deemed to be for Customer's convenience only and, notwithstanding acceptance of purchase orders by Zip, will in no way change, override, or supplement this Agreement.

13.3 Any waiver or modification of the provisions of this Agreement will only be effective if in writing and signed by both parties.

13.4 If the whole or any part of a provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will be unaffected. If any invalid, unenforceable, or illegal provision would be valid, enforceable, or legal if part of it were deleted, the provision will apply with whatever modification is necessary to give effect to the commercial intention of the parties.

13.5 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law will constitute a waiver of that or any other right or remedy, nor will it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy will prevent or restrict the further exercise of that or any other right or remedy.

13.6 Zip is an independent contractor and not an employee of Customer. At no time will either party make any commitments or incur any charges or expenses for or in the name of the other party, or be considered the agent, partner, joint venture, employer, or employee of the other party.

13.7 Neither party may assign this Agreement without the prior written approval of the other, except that either party may assign any of its rights and/or obligations herein to any entity that acquires all or substantially all of its assets, provided always that (a) the assignee is in a position to discharge the obligations of the assignor and (b) no assignment to a competitor of Zip will be valid without Zip's prior written consent.

13.8 Neither the Uniform Commercial Code (UCC), the United Nations Convention on Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act (UCITA) will apply to this Agreement.

13.9 Neither party will be responsible for any failure to perform its obligations under this Agreement due to causes beyond its reasonable control including acts of any government or government agency such as blocking internet traffic or any webpage (each a "**Force Majeure Event**"). The time for performance will be extended for a period equal to the duration of the Force Majeure Event. If a Force Majeure Event continues for more than thirty (30) days, then either party may terminate the relevant Order Form by giving written notice to the other party.

13.10 Zip will maintain, throughout the Term and with a reputable insurance provider, insurance coverage that is commercially reasonable relative to its obligations under the Agreement. Upon written request, Zip will provide to Customer evidence of such insurance.

13.11 Each party represents that its signatory is duly authorized by all necessary corporate or other appropriate action to execute this Agreement.

13.12 Except as may be stated in relation to any SCCs (as defined in the Data Processing Policy) agreed by the parties with respect to the international transfer of Personal Data under the Data Processing Policy, this Agreement is governed by the laws of the State of California without regard to its conflict of laws provisions. Any action or proceeding arising from or relating to this Agreement will be brought in a federal or state court in San Francisco County, California, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding.

13.13 Any controversy or claim arising out of or relating to this contract, or a breach thereof, will be determined by arbitration administered by the American Arbitration Association in accordance with its International Arbitration Rules. The number of arbitrators shall be one. Each party will pay its own attorney's fees and costs, except that the arbitrator may award attorney's fees and costs to the prevailing party. The parties will share equally in the costs of arbitration. The parties agree that the arbitration is confidential, and no evidence will be called or given by any party to the dispute of anything which took place during the arbitration other than for the purpose of registering, reviewing, or enforcing the award or as required by law. The arbitration award will be final and binding on the parties. The parties undertake to carry out any award without delay and waive their right to any form of recourse based on grounds other than those contained in the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 1958 insofar as such waiver can validly be made. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets.

13.14 For Customers who qualify as a Financial Entity within the meaning of Article 2(2) of the Digital Operational Resilience Act (“**DORA Supplemental Terms**”), the terms outlined in the DORA Supplemental Terms available at <https://assets.ziphq.com/legal/zip-dora-supplemental-terms-11-2025.pdf> will apply.

13.15 This Agreement and any documents referred to in it are the complete and exclusive statement of the parties’ agreement and supersede all proposals or prior arrangements, understandings, or agreements between the parties relating to the subject matter of this Agreement.

13.16 Each party acknowledges that, in entering into this Agreement, it has not relied on, and will have no right or remedy in respect of, any statement, representation, assurance, understanding, or warranty (whether in writing or not) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement.
