

Master Services Agreement

Exhibit A

Terms and Conditions

These Terms and Conditions (the “**Terms**”) govern the use of the Services and are effective as of the date specified in the applicable Order Form, or if no date is specified, the date Customer first accesses the Services (as defined below) (the “**Effective Date**”). These Terms are incorporated into and form part of the Master Services Agreement (collectively, the “**Agreement**”) when referenced by or attached to a mutually executed order form (each, an “**Order Form**”), between ZeroDrift, Inc., a Delaware corporation (“**ZeroDrift**”) and the customer entering the applicable Order Form (“**Customer**”). The Data Processing Addendum available at zerodrift.com/legal/data-processing-addendum (the “**DPA**”) is incorporated into and forms part of the Agreement.

By agreeing to these Terms, you represent and warrant that you are at least 18 years of age and have not previously been suspended or removed from the Services. If Customer is an entity, organization, or company, the individual accepting these Terms represents and warrants that they have full corporate power and authority to bind Customer to this Agreement.

1. SERVICES

- 1.1. Access. Subject to Customer’s compliance with this Agreement, ZeroDrift grants Customer a limited, nonexclusive, nontransferable, and non-sublicensable right to access and use the products and services specified in an applicable Order Form (collectively, “**Services**”). The Services may only be used for Customer’s internal business purposes (and, if the Order Form includes API access, the uses permitted by Section 2.4) during the Term and in accordance with any restrictions set forth in the applicable Order Form.
- 1.2. Maintenance and Suspension. ZeroDrift may temporarily suspend or limit Customer’s access to the Services for scheduled maintenance, emergency maintenance, or to address security, performance, or compliance issues.
- 1.3. Standard Implementation. Unless otherwise specified in an applicable Order Form, the subscription includes standard implementation services, which consist of: (a) account provisioning and user setup; (b) platform configuration and settings customization; and (c) integration of up to the number of custom rules stated in the Order Form. Implementation services must be initiated within 90 days of Order Form execution or will expire.
- 1.4. Professional Services. Implementation work beyond the scope of Standard Implementation, including extensive policy customization, complex integrations, or custom rule development, will be quoted separately and provided pursuant to a Statement of Work. Professional services are billed at ZeroDrift’s then-current rates and are non-refundable once performed.
- 1.5. Third-Party Services. Where Customer integrates the Services with third-party services (including source-code repositories, APIs, or other services, collectively “**Third-Party Services**”), Customer: (i) represents that it has and will maintain all necessary rights and consents for such Third-Party Services; (ii) shall grant only minimum required permissions and promptly revoke unnecessary access; (iii) is solely responsible for credentials, security configurations, and ensuring no unlawful or unauthorized data exists; (iv) acknowledges ZeroDrift may process data from such Third-Party Services to provide the Services; and (v) agrees ZeroDrift may suspend Third-Party Services that pose security, performance, or compliance risks. Customer acknowledges ZeroDrift is not responsible for Third-Party Services’ operation or availability, makes no representations regarding

such services, and disclaims liability for issues arising from Customer's configuration, credential management, or Third-Party Service dependencies.

- 1.6. LLM Provider Dependencies. As part of the Services, unless the Order Form states otherwise, ZeroDrift uses ZeroDrift's own models, served by its sub-processors, and the third-party model providers listed in ZeroDrift's sub-processor list at <https://trust.zerodrift.ai/subprocessors> (those sub-processors and third-party model providers, collectively, "**Third-Party AI Services**"). Customer acknowledges and agrees that (i) the availability, performance, and capabilities of the Services may depend on Third-Party AI Services operations which are beyond ZeroDrift's control; (ii) Third-Party AI Services outages, API changes, rate limits, or policy modifications may affect Services functionality; (iii) ZeroDrift may change, update, or replace Third-Party AI Services at any time to improve performance, accuracy, or reliability; and (iv) except for ZeroDrift's obligations for its sub-processors under the DPA, ZeroDrift is not responsible for the availability, performance, or data handling practices of Third-Party AI Services. ZeroDrift's agreements with its Third-Party AI Services providers require them to process Customer Content solely to provide the Services (subject to any temporary retention for abuse monitoring described in Section 5.1) and prohibit them from using it to train their models.
- 1.7. Documentation. ZeroDrift makes user guides, manuals, instructions, and other technical materials for certain Services available via published documentation (including at ZeroDrift's then-current documentation site) (collectively, the "**Documentation**"). Customer must use the Services in accordance with the Documentation, as it may be updated from time to time.
- 1.8. Restrictions. Except as expressly set forth in this Agreement, Customer shall not (and shall not permit any third party to), directly or indirectly: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying models, structure, ideas, or algorithms of the software underlying the Services (except to the extent applicable laws specifically prohibit such restriction); (ii) modify, translate, or create derivative works based on the Services; (iii) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Services; (iv) use the Services for the benefit of a third party (except as permitted by Section 2.4); (v) remove or otherwise alter any proprietary notices or labels from the Services or any portion thereof; (vi) use the Services to build an application or product that is competitive with any ZeroDrift product or service or any third-party large language model provider; (vii) interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services; (viii) bypass any measures ZeroDrift may use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected to the Services); or (ix) "crawl," "scrape," or "spider" any page, data, or portion of or relating to the Services, whether through use of manual or automated means.
- 1.9. Beta Features. Optional features designated as "Beta," "Preview," "Early Access," or similar ("**Beta Features**") are provided "AS-IS" and "AS-AVAILABLE" without warranties, representations, or service level commitments. Beta Features may be modified or discontinued without notice. Customer uses Beta Features at its sole risk.

2. API ACCESS AND USAGE

- 2.1. API Access. Where the Order Form specifies API access, ZeroDrift grants Customer programmatic access to the compliance checking services via ZeroDrift's application programming interface (the "**API**"). API access is subject to the tier-specific rate limits, annual commitments, and usage terms specified in the applicable Order Form and this Agreement. Customer is responsible for obtaining and securing all API credentials, keys, and tokens required for API access.
- 2.2. Rate Limits and Performance. API access is subject to tier-specific rate limits as specified in the applicable Order Form. ZeroDrift may implement additional rate limits or usage controls to

prevent abuse or maintain service quality, with reasonable notice to Customer. Exceeding rate limits may result in throttling, temporary suspension, or HTTP 429 responses.

- 2.3. Overage Billing. Usage of the Services exceeding the included messages stated in the Order Form will be billed monthly in arrears at the Overage Rate stated in the Order Form (without application of prepayment discounts). Overage invoices are due within 30 days of issuance.
- 2.4. Permitted API Uses. Customer may use the API to integrate compliance checking into internal systems, embed in Customer's products, provide as part of professional services, and charge end users for access to compliance features. Customer may not share, resell, or redistribute direct API access or credentials.
- 2.5. Prohibited API Uses. Customer may not: (a) compete with ZeroDrift's compliance offerings; (b) reverse engineer ZeroDrift's rules, algorithms, or models; (c) train ML/AI models except for Customer's internal systems; (d) publish API outputs in benchmarking datasets or competitive analyses; or (e) violate laws or harm ZeroDrift's business.
- 2.6. API Credentials and Security. Customer is solely responsible for maintaining the security and confidentiality of API credentials. Customer must implement industry-standard security practices and immediately notify ZeroDrift of any unauthorized access. ZeroDrift may require credential rotation for security purposes.
- 2.7. API Changes and Versioning. ZeroDrift may update, modify, enhance, or release new versions of the API at any time to improve functionality, security, performance, or reliability. ZeroDrift will provide at least 90 days' advance written notice before implementing breaking changes to the API that would require Customer to modify its integration (including changes to endpoints, request/response formats, authentication methods, or removal of API functionality). Deprecated API versions will be supported for at least 6 months following the deprecation notice. ZeroDrift does not guarantee backward compatibility across major version updates. Customers are encouraged to subscribe to API change notifications and review API documentation regularly. Non-breaking changes (including bug fixes, performance improvements, and additive changes) may be implemented without notice.

3. CUSTOMER RESPONSIBILITIES

- 3.1. Cooperation. Customer agrees to reasonably cooperate with ZeroDrift by providing timely access to necessary resources, information, and personnel required for the successful implementation, integration, and ongoing use of the Services. ZeroDrift shall not be responsible for any delay caused by Customer's failure to perform the foregoing.
- 3.2. Data Security and Access. Customer is solely responsible for its organization maintaining secure credentials and proper access permissions for the Services. ZeroDrift disclaims liability for any data loss, corruption, or unauthorized access resulting from Customer's configuration or credential management.
- 3.3. Regulatory Responsibility. Customer is solely responsible for its compliance with all laws, regulations and regulatory requirements that apply to its business and communications. Use of the Services does not guarantee compliance with any regulation or law. Customer remains liable for all regulatory violations, fines, penalties, and enforcement actions, regardless of whether content was processed through the Services. The Services are not a substitute for legal counsel, compliance advice, or professional regulatory guidance, and Customer should consult with qualified legal and compliance professionals regarding its regulatory obligations.
- 3.4. Custom Rules. Customer is solely responsible for the accuracy, legality, and compliance of any custom rules, firm policies, or configurations uploaded to or configured in the Services. ZeroDrift

has no obligation to review custom rules for accuracy or compliance. ZeroDrift disclaims all liability for errors in custom rules or policies provided by Customer.

- 3.5. Compliance with Laws. Customer shall comply with all applicable laws and regulations in connection with its use of the Services, including, without limitation, obtaining all necessary consents from any individual whose personal information or data is collected, processed, or otherwise used by Customer through the Services. Customer will not submit to the Services any special categories of personal data (as defined in Article 9 of the GDPR or the UK GDPR) or protected health information (as defined under HIPAA), unless the Order Form expressly permits it and the parties have signed any agreement the law requires for that data, such as a business associate agreement.
- 3.6. Acceptable Use. Customer is solely responsible for ensuring that its use of the Services complies with applicable laws and regulations and does not infringe upon the intellectual property or privacy rights of any third party. Additionally, Customer's use of the Services must at all times comply with Sections 1.8 (Restrictions), 2.5 (Prohibited API Uses), 3.5 (Compliance with Laws) and 13.2 (Export Controls) (together with this Section 3.6, the "**Use Restrictions**"). ZeroDrift reserves the right to remove or disable access to content that violates the Use Restrictions or interferes with legal compliance.

4. FEES AND PAYMENT TERMS

- 4.1. Fees; Payment. Customer shall pay ZeroDrift the applicable fees as set forth in each Order Form (the "**Fees**"). Unless otherwise specified in the applicable Order Form, payments will be due within 30 days of invoice. Except as otherwise provided in this Agreement, all Fees paid are non-refundable and are not subject to set-off.
- 4.2. Past Due Invoices. Past due invoices are subject to interest on any outstanding balance of the lesser of 1.5% per month or the maximum amount permitted by law. Customer shall also reimburse ZeroDrift for all reasonable costs incurred by ZeroDrift in the collection of past due amounts, including attorneys' fees and collection agency fees.
- 4.3. Taxes. Customer shall be responsible for all taxes associated with the Services (excluding taxes based on ZeroDrift's net income). Should ZeroDrift pay any such taxes on behalf of Customer, Customer agrees to reimburse ZeroDrift for such payments, unless Customer provides ZeroDrift with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. DATA PROCESSING AND INTELLECTUAL PROPERTY

- 5.1. Content Processing and Retention. The Services process Customer Content (communications, documents, and other materials submitted for compliance checking) to provide compliance suggestions. Except as described in clause (g), ZeroDrift does not store the raw content of the messages Customer submits. ZeroDrift processes that content to provide the Services and then discards it, except for temporary upload staging of up to 48 hours. ZeroDrift retains other data as follows: (a) activity and evidence records (metadata, verdicts, the specific text identified as a potential issue, and suggested rewrites generated by ZeroDrift's own models) are kept according to Customer's retention setting in the Services, which includes the option of no storage, or, if Customer makes no selection, for the Term plus 30 days; (b) Evidence Pack exports are deleted within 30 days after this Agreement expires or terminates; (c) product audit logs are kept for the Term plus 12 months, for security and dispute resolution; (d) application and infrastructure logs are kept for up to 13 months; (e) backups are overwritten in the ordinary course within 35 days; (f) account and billing records are kept for 7 years after Customer's account closes; and (g) attachment files received through ZeroDrift's email intake feature and documents synced from sources Customer connects to the Services are kept for the Term plus 30 days. Data Customer provides for model training or audit is kept for the Term and deleted within 30 days after the Term

ends. Third-Party AI Services process message content to provide the Services and may retain it for up to 30 days for abuse monitoring. ZeroDrift is not a records archive. Customer is responsible for keeping its own records in its own systems or a dedicated archiving system, including any records Customer must keep under SEC, FINRA or other regulatory requirements.

- 5.2. Metadata Collection and Use. ZeroDrift collects and retains metadata regarding Services usage, including: (a) compliance checks performed; (b) check results and risk levels; (c) timestamp and user information; and (d) aggregate statistics on compliance rule violations. Customer may opt out of non-essential metadata collection by providing written notice to ZeroDrift. Metadata is used for: (i) providing analytics and reporting to Customer; (ii) improving Services performance and accuracy; and (iii) aggregate benchmarking (with all identifying information removed). If Customer uses Training Studio, ZeroDrift trains a model adapter for Customer from the policy documents, conversations and examples Customer provides. That adapter is used only for Customer. ZeroDrift will delete Customer's Training Studio adapter and the policy documents used to train it within 30 days after this Agreement expires or terminates. ZeroDrift does not train its base models on Customer Content or the metadata described in this Section 5.2.
- 5.3. Customer Content Ownership. Customer retains all right, title, and interest in and to Customer Content (communications, documents, policies, and other materials submitted to the Services, also referred to as "**Inputs**"). Customer represents and warrants that it has all necessary rights, licenses, and permissions to provide Customer Content to the Services and to grant ZeroDrift the limited rights necessary to process such content as described in this Agreement.
- 5.4. Compliance Suggestions. Compliance suggestions, recommendations, redlines, and other outputs generated by the Services ("**Suggestions**") are provided for Customer's internal business use (and, if the Order Form includes API access, the uses permitted by Section 2.4). Subject to Customer's compliance with this Agreement, Customer may use Suggestions in its business operations, including incorporating them into Customer's policies, procedures, and communications. Due to the nature of AI services, Suggestions may not be unique to Customer, and ZeroDrift or other users may generate similar outputs.
- 5.5. ZeroDrift Property. As between the parties, ZeroDrift retains all right, title, and interest (including all intellectual property rights) in and to: (a) the Services and its underlying technology, software, models, and infrastructure; (b) all compliance rules, algorithms, models, and methodologies (including custom rules developed by or for Customer using the Services, but excluding Customer Content, including any Customer policies on which those rules are based); (c) metadata and aggregate usage data; (d) any improvements, enhancements, or derivative works of the foregoing; and (e) all feedback, suggestions, or ideas provided by Customer regarding the Services. No rights or licenses are granted by implication or otherwise, except those explicitly provided in this Agreement.

6. CONFIDENTIALITY

- 6.1. Proprietary Information. Each party (the "**Receiving Party**") understands that the other party (the "**Disclosing Party**") has disclosed or may disclose information relating to the Disclosing Party's technology or business ("**Proprietary Information**" of the Disclosing Party). The Receiving Party agrees: (i) not to divulge to any third person any such Proprietary Information; (ii) to give access to such Proprietary Information solely to its employees, contractors, service providers (including Third-Party AI Services) and professional advisers who need access for purposes of this Agreement and are bound by confidentiality obligations at least as protective as these; and (iii) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information.

- 6.2. **Exclusions.** The Disclosing Party agrees that the foregoing will not apply with respect to any information that the Receiving Party can document: (a) is or becomes generally available to the public without any action by, or involvement of, the Receiving Party; (b) was in its possession or known by it without restriction prior to receipt from the Disclosing Party; (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice, where legally permitted, of such disclosure to contest such order.
- 6.3. **Deletion.** Promptly after the expiration or termination of this Agreement, the Receiving Party shall delete all Proprietary Information of the Disclosing Party, subject to the retention periods in Section 5.1 and all applicable laws, regulations, and governmental or legally mandated record-keeping requirements.
- 6.4. **Personal Data.** To the extent Customer provides personal data (as defined by applicable privacy law) through the Services, ZeroDrift will process such personal data in accordance with the DPA, which is incorporated by reference.

7. TERM, TERMINATION, AND SUSPENSION

- 7.1. **Term.** This Agreement starts on the effective date of the first Order Form and continues until the last active Order Term expires or terminates (the “**Term**”), unless terminated earlier as set forth in this Agreement. Each Order Form has an initial period stated in that form (the “**Initial Term**”) and automatically renews for successive twelve (12) month periods (“**Renewal Terms**,” together with the Initial Term, the “**Order Term**”), unless either party gives notice of non-renewal at least 30 days before the expiration of the then-current Order Term.
- 7.2. **Renewal Pricing.** Any price adjustment will be communicated at least 60 days prior to renewal. If Customer does not accept the adjusted pricing, Customer may terminate the Agreement at the end of the then-current Order Term without penalty. ZeroDrift may also increase the Fees for any Renewal Term for reasons other than usage by providing Customer notice (email acceptable) at least 90 days prior to the end of the then-current Order Term.
- 7.3. **Immediate Suspension.** ZeroDrift may immediately suspend Customer’s access without prior notice if: (a) Customer’s account poses a security risk; (b) Customer is using the Services for illegal purposes; (c) Customer breaches the Use Restrictions in a manner that could harm ZeroDrift or other customers; or (d) as required by law or court order. ZeroDrift will notify Customer promptly following any such suspension.
- 7.4. **Termination for Breach.** Either party may terminate this Agreement for the other party’s material breach that remains uncured 30 days after the terminating party provides the breaching party notice of such breach. Without limiting the foregoing, ZeroDrift may suspend Customer’s access to the Services if Customer’s account is past due.
- 7.5. **Termination for Insolvency.** Either party may terminate this Agreement immediately upon written notice if the other party: (i) becomes insolvent or admits inability to pay its debts; (ii) makes an assignment for the benefit of creditors; (iii) becomes subject to any bankruptcy, reorganization, liquidation, or insolvency proceeding; or (iv) has a receiver, trustee, or similar officer appointed for its business or assets.
- 7.6. **Termination Under Order Form.** Customer may terminate as set out in the Order Form (including for a missed accuracy target), with no further fees owed.

- 7.7. Survival. All provisions of this Agreement that by their nature should survive termination shall survive termination, including without limitation accrued payment obligations, ownership provisions, confidentiality obligations, warranty disclaimers, indemnity and limitations of liability.

8. PILOT PROGRAM

- 8.1. Proof of Value Period. If an Order Form designates a “Proof of Value” or “Pilot” period (the “**Pilot Period**”), Customer will receive access to the Services for the specified duration and user count at the pilot price. During the Pilot Period, all terms of this Agreement apply, including warranties, limitations of liability, and data processing terms.
- 8.2. Pilot Credit. If Customer executes an Order Form for an annual subscription within 30 days following the end of the Pilot Period, ZeroDrift will credit 100% of the pilot fee toward the first year’s subscription fees. The credit is non-transferable and has no cash value. If Customer does not execute an annual Order Form within 30 days, the pilot fee is non-refundable and no credit will be applied.
- 8.3. Pilot Termination. Customer may terminate the Pilot Period at any time without cause, but pilot fees will remain due and payable. ZeroDrift may terminate the Pilot Period if Customer violates the Agreement or Use Restrictions. Neither party has any obligation to proceed to a full subscription following the Pilot Period.

9. INDEMNIFICATION

- 9.1. Mutual Indemnity. Each party (the “**Indemnitor**”) shall defend, indemnify, and hold harmless the other party, its affiliates and each of its and its affiliates’ employees, contractors, directors, suppliers and representatives (collectively, the “**Indemnitee**”) from all liabilities, claims, and expenses paid or payable to an unaffiliated third party (including reasonable attorneys’ fees) (“**Losses**”), that arise from or relate to any claim that: (i) in the case of ZeroDrift as Indemnitor, the underlying software of the Services infringes, violates, or misappropriates any third party intellectual property or proprietary right; (ii) in the case of Customer as Indemnitor, (a) Customer Content, (b) Customer’s use of the Services in violation of this Agreement or applicable law, (c) Customer’s regulatory violations or compliance failures, (d) claims by Customer’s end users, clients, or employees, or (e) Customer’s violation of any third-party rights.
- 9.2. Exclusions. The foregoing obligations of ZeroDrift do not apply with respect to the Services or its underlying software or any information, technology, materials or data (or any portions or components of the foregoing) to the extent: (i) not created by ZeroDrift (including the Inputs and its underlying data and content); (ii) made in whole or in part in accordance with Customer specifications; (iii) modified after delivery by ZeroDrift; (iv) combined with other products, processes or materials not provided by ZeroDrift; (v) where Customer continues allegedly infringing activity after being notified thereof; or (vi) Customer’s use of the Services is not in accordance with this Agreement.
- 9.3. Procedures. Each Indemnitor’s indemnification obligations hereunder shall be conditioned upon the Indemnitee providing the Indemnitor with: (i) prompt written notice of any claim (provided that a failure to provide such notice shall only relieve the Indemnitor of its indemnity obligations if the Indemnitor is materially prejudiced by such failure); (ii) the option to assume sole control over the defense and settlement of any claim (provided that the Indemnitee may participate in such defense and settlement at its own expense); and (iii) reasonable information and assistance in connection with such defense and settlement (at the Indemnitor’s expense).

10. WARRANTIES AND DISCLAIMERS

- 10.1. Warranties. ZeroDrift represents and warrants: (i) it has the authority to enter into this Agreement; (ii) the Services shall be provided in a professional and workmanlike manner by qualified personnel; and (iii) it will use commercially reasonable industry standard methods designed to ensure the Services do not include any computer code or other instructions, devices or techniques, including without limitation those known as disabling devices, trojans, or time bombs, that are intentionally designed to disrupt, disable, harm, infect, defraud, damage, or otherwise impede in any manner, the operation of a network, computer program or computer system or any component thereof.
- 10.2. Advisory Nature. The Services provide compliance suggestions and recommendations, not compliance determinations or decisions. All suggestions are advisory only, and Customer retains full discretion to accept, reject, or modify any suggestion. Customer acknowledges that the Services use artificial intelligence and machine learning models, which by their nature cannot guarantee 100% accuracy. Customer is solely responsible for reviewing all content and making final compliance determinations. All suggestions are provided "AS-IS" for Customer's consideration only and do not constitute legal or compliance advice. If the Order Form includes an Enforcement Attestation or accuracy report, it covers the checks run and results only.
- 10.3. Regulation Updates. ZeroDrift will use commercially reasonable efforts to update the compliance rules and regulations incorporated in the Services to reflect current regulatory requirements. However, ZeroDrift does not guarantee that rules will be updated immediately upon regulatory changes taking effect. Updates are typically made within 30 days of a regulatory change becoming effective, but this timeframe may vary based on the complexity of the change. Customer is responsible for staying informed of regulatory changes applicable to its business and should not rely solely on the Services for notice of regulatory updates.
- 10.4. DISCLAIMER OF ACCURACY. ZERODRIFT DOES NOT WARRANT OR GUARANTEE THE ACCURACY, CORRECTNESS, COMPLETENESS, OR RELIABILITY OF ANY COMPLIANCE SUGGESTIONS, RECOMMENDATIONS, OR OUTPUTS PROVIDED BY THE SERVICES. CUSTOMER ACKNOWLEDGES THAT AI-GENERATED SUGGESTIONS MAY CONTAIN ERRORS, OMISSIONS, OR INACCURACIES.
- 10.5. General Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND ARE WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE, USAGE OF TRADE, OR COURSE OF DEALING, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

11. LIMITATION OF LIABILITY

- 11.1. Exclusion of Consequential Damages. EXCEPT FOR THE PARTIES' INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (HOWEVER ARISING), INCLUDING WITHOUT LIMITATION REGULATORY FINES OR PENALTIES, REPUTATIONAL HARM, OR BUSINESS INTERRUPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 11.2. Liability Cap. EXCEPT FOR THE PARTIES' INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID (OR PAYABLE) BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO A CLAIM HEREUNDER. NOTWITHSTANDING THE FOREGOING EXCEPTION, ZERODRIFT'S TOTAL LIABILITY FOR ITS INDEMNIFICATION OBLIGATIONS UNDER SECTION 9.1(i) SHALL NOT EXCEED TWO (2) TIMES THE FEES PAID (OR PAYABLE) BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTHS PRIOR TO THE CLAIM.

12. NOTICES

- 12.1. All notices under this Agreement will be in writing and sent: (a) for notices to ZeroDrift at 4 World Trade Center, 150 Greenwich Street, Suite 2929, New York, NY 10007; and (b) for notices to Customer, to the address or email address set forth in the applicable Order Form, or in each case, at such other address as may be given in writing by either party to the other in accordance with this Section. Notices will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by e-mail; and upon receipt, if sent by certified or registered mail (return receipt requested), postage prepaid.

13. MISCELLANEOUS

- 13.1. Publicity. Customer agrees that ZeroDrift may use and display Customer's name and logo on ZeroDrift's website and promotional materials to identify Customer as a user of the Services, subject to Customer's trademark guidelines.
- 13.2. Export Controls. Customer shall comply with all applicable export control laws and sanctions regulations, including U.S. Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR). Customer represents and warrants that it: (i) will not submit ITAR-controlled data or technology classified as other than EAR99 without prior written notice and authorization from ZeroDrift; (ii) will not use Services from or provide access to individuals or entities in comprehensively embargoed countries or regions (as designated from time to time under U.S. sanctions laws); (iii) will screen users against applicable denied party lists (SDN, Entity List, Denied Persons List); and (iv) will not use Services for prohibited end uses including nuclear, missile, chemical, or biological weapons development. Customer must immediately notify ZeroDrift of any export violations or investigations.
- 13.3. Governing Law; Arbitration. The Agreement shall be governed by and construed in accordance with the laws of the State of New York, excluding its conflicts of law rules. Any dispute between the parties related to the subject matter of this Agreement will be resolved by binding arbitration in the English language in New York, New York under the rules of AAA. Judgment upon the award so rendered may be entered in a court having jurisdiction, or application may be made to such court for judicial acceptance of any award and an order of enforcement. Notwithstanding the foregoing, each party shall have the right at any time to institute an action in any court of proper jurisdiction for injunctive or other equitable relief. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees.
- 13.4. Entire Agreement. This Agreement (including the Terms, the DPA and all Order Forms) constitutes the entire agreement between Customer and ZeroDrift regarding its subject matter and supersedes all prior or contemporaneous agreements or communications, whether oral, written, or electronic, including any statements on ZeroDrift's website or in its marketing materials. ZeroDrift's website Terms of Use and any other click-through or online terms that Customer or its users accept when accessing the Services do not apply to Customer's use of the Services. If the documents that make up this Agreement conflict, they control in the following order: (a) the Order Form (but only for that Order Form); (b) the DPA; and (c) the Terms.

- 13.5. Amendment: Waiver. Except as otherwise provided herein, no modification or amendment of any provision of this Agreement shall be effective unless agreed by both parties in writing. ZeroDrift may update the Terms or the DPA by publishing a new version at a new versioned URL and giving Customer at least 30 days' written notice (email acceptable). An update takes effect for Customer at the start of the first Renewal Term beginning at least 30 days after that notice, unless Customer agrees in writing to an earlier date. ZeroDrift may make an update effective during an Order Term only if the update is required by applicable law or a regulator, or does not adversely affect Customer's rights or ZeroDrift's obligations. If an update that takes effect during an Order Term materially and adversely affects Customer, Customer may, by written notice given within 30 days after ZeroDrift's notice, terminate the affected Order Forms, and ZeroDrift will refund any prepaid Fees for the remainder of the then-current Order Term. An update does not change any term the parties have agreed in an Order Form or other signed writing. Changes to Sub-processors are governed by the DPA and not by this Section. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving party.
- 13.6. Force Majeure. Except for payment obligations, neither party shall be liable for any failure to perform its obligations under this Agreement to the extent caused by circumstances beyond its reasonable control. Such circumstances include fire, flood, severe weather, earthquakes, power failures, denial-of-service attacks, acts of God, war, terrorism, riots, civil disturbances, strikes, labor disruptions, pandemics, epidemics, governmental actions, or disruptions of third-party services or infrastructure.
- 13.7. Severability. If any provision of this Agreement is held to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full effect and enforceable.
- 13.8. Assignment. Customer may not assign any of its rights or obligations under this Agreement without ZeroDrift's consent. ZeroDrift may freely transfer or assign this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.
- 13.9. No Agency. Nothing in this Agreement shall be construed as creating a joint venture, partnership, or agency relationship between the parties. Neither party has the authority to bind the other or incur obligations on its behalf.
- 13.10. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed original signatures for all purposes.

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