

ZenithFlow, Inc.

END USER LICENSE AGREEMENT

Last Updated: May 21, 2025

IMPORTANT — READ CAREFULLY: THIS END USER LICENSE AGREEMENT (AGREEMENT OR EULA) IS A LEGAL AGREEMENT BETWEEN YOU (CUSTOMER) AND ZENITHFLOW, INC. (ZENITHFLOW) GOVERNING YOUR ACCESS TO AND USE OF THE ZENITHFLOW SOFTWARE, PLATFORMS, AND SERVICES. BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO BE BOUND BY ALL TERMS 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 AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT AGREE, DO NOT INSTALL, ACCESS, OR USE THE ZENITHFLOW SERVICES.

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1. DEFINITIONS

For purposes of this Agreement, the following terms shall have the following meanings:

1.1 “Agreement” means this End User License Agreement and any Order Form that references this EULA, including any addenda and supplements thereto.

1.2 “Customer Content” means all information, data, text, messages, software, images, files, documents, or other materials that Customer and its Customer Users create, upload, submit, post, transmit, store, or process through the ZenithFlow Services, excluding Usage Data.

1.3 “Customer User” means an individual authorized by Customer to use the ZenithFlow Services, for whom Customer has purchased a subscription (or for whom a Service has been provisioned without charge), and to whom Customer (or, at Customer's request, ZenithFlow) has supplied a user identification and password. Customer Users may include Customer's employees, consultants, contractors, and agents.

1.4 “Documentation” means ZenithFlow's technical documentation and user guides for the ZenithFlow Services made available through the Services or ZenithFlow's website, as updated from time to time.

1.5 “Order Form” means an ordering document or online order specifying the Services to be provided hereunder that is entered into between Customer and ZenithFlow or any of ZenithFlow's Affiliates, including any addenda and supplements thereto.

1.6 “ZenithFlow Services” means the online, web-based applications, platforms, and services provided by ZenithFlow, including but not limited to OmniCore, CognitiveOS, and any associated offline components, as described in the Documentation and Order Form. “ZenithFlow Services” excludes Third Party Applications.

1.7 “Support Services” means the software subscription support included with Customer's subscription to the ZenithFlow Services, which is limited to technical support directly pertaining to the ZenithFlow solution. Support Services include: (a) troubleshooting and diagnosis of defects, errors, or malfunctions in the ZenithFlow Services; (b) delivery of patches, bug fixes, and software updates made generally available to ZenithFlow's customer base; and (c) break/fix support to restore the ZenithFlow Services to conformance with the applicable Documentation. For the avoidance of doubt, Support Services are technical in nature and expressly exclude operational support of any kind, including but not limited to: workflow design, business process consulting, data migration, end-user training, configuration advisory services, and any other services not directly related to resolving a technical defect or restoring solution functionality. Operational support services, if required, must be separately agreed upon in a Statement of Work.

1.8 “Usage Data” means data collected by ZenithFlow relating to the provision, use, and performance of the ZenithFlow Services, including information concerning Customer's and Customer Users' access to and use of the ZenithFlow Services, data derived from Customer Content for aggregation and analytics in anonymized form, and data pertaining to performance and scaling of the ZenithFlow Services.

1.9 “Subscription Term” means the period of time specified in the applicable Order Form during which Customer has agreed to subscribe to the ZenithFlow Services.

1.10 “Third Party Applications” means online, web-based applications and offline software products provided by third parties that interoperate with the ZenithFlow Services and are identified as third-party applications.

1.11 “AI-Generated Content” means any text, images, code, or other output created or produced by the artificial intelligence components of the ZenithFlow Services in response to Customer inputs or prompts.

1.12 “Malicious Code” means code, files, scripts, agents, or programs intended to do harm, including viruses, worms, time bombs, and Trojan horses.

1.13 “Update” means any modification, bug fix, new release, patch, or other update to the ZenithFlow Services made generally available by ZenithFlow to its customers during the Subscription Term.

2. LICENSE GRANT AND RESTRICTIONS

2.1 License Grant.

Subject to Customer's compliance with this Agreement, ZenithFlow hereby grants to Customer, during the Subscription Term, a non-exclusive, non-transferable, worldwide right to:

- (a) Access and use the ZenithFlow Services in accordance with this Agreement and the applicable Order Form, solely for Customer's internal business operations;
- (b) Install, execute, and use any downloadable components of the ZenithFlow Services provided to Customer as part of Customer's subscription, solely in accordance with the Documentation and solely for Customer's internal business operations;
- (c) Allow Customer Users to access and use the ZenithFlow Services in accordance with this Agreement; and
- (d) Make a reasonable number of copies of the Documentation solely for Customer's internal use in connection with the ZenithFlow Services.

2.2 License Restrictions.

Customer shall not, and shall ensure that Customer Users do not:

- (a) Make the ZenithFlow Services available to, or use the ZenithFlow Services for the benefit of, anyone other than Customer or Customer Users;
- (b) Sell, resell, license, sublicense, distribute, rent, or lease any ZenithFlow Services, or include any ZenithFlow Services in a service bureau or outsourcing offering;
- (c) Use the ZenithFlow Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy or intellectual property rights;
- (d) Use the ZenithFlow Services to store or transmit Malicious Code;
- (e) Interfere with or disrupt the integrity or performance of the ZenithFlow Services or third-party data contained therein;
- (f) Attempt to gain unauthorized access to the ZenithFlow Services or their related systems or networks;
- (g) Copy, frame, or mirror any part or content of the ZenithFlow Services, other than for Customer's own internal business purposes;
- (h) Reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the ZenithFlow Services, except to the extent such prohibition is limited by applicable law;
- (i) Modify, translate, or create derivative works based on the ZenithFlow Services or any accompanying Documentation;
- (j) Access the ZenithFlow Services for purposes of monitoring their availability, performance, or functionality, or for any benchmarking or competitive purposes;
- (k) Remove, alter, or obscure any proprietary notices (including copyright and trademark notices) of ZenithFlow or its licensors on any copies of the Documentation;
- (l) Use the ZenithFlow Services in any manner that exceeds the scope of use permitted in this Agreement or the applicable Order Form; or

- (m) Use the ZenithFlow Services to develop, train, or improve (directly or indirectly) a similar or competing product or service.

2.3 Customer Users.

Customer shall ensure that all Customer Users comply with this Agreement. Customer shall be liable for any Customer User's failure to comply with this Agreement.

2.4 Proprietary Rights.

As between ZenithFlow and Customer, ZenithFlow retains all right, title, and interest in and to the ZenithFlow Services, including all updates, enhancements, and derivatives thereof. Customer shall have only those rights in or to the ZenithFlow Services expressly granted in this Agreement.

2.5 Feedback.

Customer and Customer Users may provide suggestions, requests, recommendations, and other feedback concerning the ZenithFlow Services ("Feedback"). Customer hereby grants to ZenithFlow a worldwide, royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable license (with rights to sublicense through multiple tiers) to use, reproduce, modify, adapt, distribute, and otherwise exploit Feedback for any purpose without restriction or compensation to Customer. Vendor acknowledges that the ability to use this Agreement and any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71.

3. SERVICE-SPECIFIC TERMS

3.1 OmniCore Platform.

(a) License Scope. Customer's subscription to the OmniCore Platform includes access to ZenithFlow's artificial intelligence and machine learning capabilities as specified in the Order Form. The number of authorized users and computing resources shall be limited to the quantities specified in the Order Form.

(b) Model Training and Development.

- (i) Any custom AI models developed using the OmniCore Platform shall be subject to a separate Custom Model Agreement.
- (ii) Training data provided by Customer remains Customer's property, subject to the license grants in Section 4.
- (iii) Models trained using Customer data may only be used in accordance with the specifications in the Order Form. The use of Government data for the purpose of training Artificial Intelligence/Machine Learning (AI/ML) models and systems is prohibited without explicit written authorization from the Federal agency contracting officer.
- (iv) ZenithFlow retains all rights to the underlying OmniCore technology and improvements thereof, including any architectural improvements, optimizations, or model enhancements derived from Customer interactions, provided that such improvements do not incorporate Customer Content.
- (v) ZenithFlow does not guarantee that models will perform with any particular level of accuracy, safety, or effectiveness for Customer's specific use cases. Customer is responsible for evaluating model outputs for its particular needs.

3.2 CognitiveOS Services.

(a) Content Generation.

- (i) Customer may use CognitiveOS to generate content within the fair use limits specified in the Order Form.
- (ii) CognitiveOS, as a service, is warranted to perform substantially in accordance with the applicable Documentation, as set forth in Section 8.1(a). Except as expressly set forth in the foregoing, AI-

Generated Content is provided 'as is' without any warranties of accuracy, originality, completeness, or non-infringement. Customer is solely responsible for reviewing, editing, and approving any AI-Generated Content before use

(iii) Customer retains ownership of all prompts and Customer-specific training data provided to CognitiveOS.

(iv) Customer acknowledges that AI-Generated Content may inadvertently contain elements similar to existing copyrighted works. Customer assumes all responsibility for reviewing, verifying, and clearing rights for any AI-Generated Content before publication or use.

(b) Storage and Retention.

(i) Generated content will be stored for the period specified in the Order Form.

(ii) Customer is responsible for backing up and maintaining copies of all important content.

(iii) ZenithFlow may delete content after the specified retention period without further notice.

(iv) ZenithFlow may terminate access to specific content in accordance with the Disputes Clause (Contract Disputes Act) if it reasonably believes the content violates this Agreement or the Acceptable Use Policy.

3.3 Human Oversight and Review.

(a) Customer acknowledges that all AI-Generated Content requires human review before use in production, customer-facing, or high-stakes environments.

(b) Customer is solely responsible for implementing appropriate human oversight procedures for all AI-Generated Content.

(c) ZenithFlow is not liable for any damages arising from Customer's failure to properly review AI-Generated Content before use.

4. DATA RIGHTS AND PRIVACY

4.1 Customer Data Ownership and License.

(a) Customer retains all right, title, and interest in and to all Customer Content, including all intellectual property rights therein.

(b) Customer hereby grants to ZenithFlow a worldwide, non-exclusive, royalty-free license during the Subscription Term to host, copy, transmit, display, and process Customer Content as necessary to provide the ZenithFlow Services in accordance with this Agreement.

(c) Customer represents and warrants that:

(i) Customer has all rights necessary to grant the licenses in this Section 4.1;

(ii) Customer Content and its use in the ZenithFlow Services will not violate any third-party rights or any applicable law or regulation; and

(iii) Customer has obtained all necessary consents and provided all necessary notices for the processing of Customer Content, including any personal data contained therein.

4.2 Usage Data Rights.

(a) ZenithFlow owns all right, title, and interest in and to Usage Data.

(b) ZenithFlow may use Usage Data for the following purposes:

(i) Operating, improving, and maintaining the ZenithFlow Services;

(ii) Developing new products and services;

- (iii) Creating and distributing reports regarding use of the Services, provided that such reports contain only aggregated and anonymized data;
- (iv) Detecting security incidents and protecting against malicious or illegal activity; and
- (v) Measuring performance and optimizing the ZenithFlow Services.

(c) ZenithFlow will not use Usage Data to: (i) build profiles about individual users outside the context of their relationship with Customer; (ii) target advertising based on user behavior or characteristics; or (iii) sell Usage Data to third parties.

ZenithFlow recognizes that the use of Government data and/or Usage Data for the purpose of training Artificial Intelligence/Machine Learning (AI/ML) models and systems is prohibited without explicit written authorization from the Federal agency contracting officer.

4.3 Data Security.

- (a) ZenithFlow will maintain appropriate administrative, physical, and technical safeguards to protect the security, confidentiality, and integrity of Customer Content, as described in the Security Addendum.
- (b) Customer is responsible for: (i) maintaining the security of all passwords and access credentials; (ii) using appropriate security settings available within the Services; (iii) promptly notifying ZenithFlow of any unauthorized access or security breach; (iv) ensuring Customer Users comply with security requirements; and (v) implementing appropriate controls to verify and validate AI-Generated Content before use in sensitive applications.
- (c) Customer agrees to only upload or process personal data in the ZenithFlow Services that is necessary for its intended purpose and to implement data minimization principles within its use of the Services.

4.4 Data Retention and Deletion.

- (a) During the Subscription Term, Customer may export Customer Content using ZenithFlow's standard export tools.
- (b) Within 30 days after termination or expiration of this Agreement, Customer may request the return of Customer Content, and ZenithFlow will make such Customer Content available for export.
- (c) After such 30-day period, ZenithFlow shall have no obligation to maintain or provide any Customer Content and will delete or destroy all copies of Customer Content in its systems, unless legally prohibited.
- (d) ZenithFlow may retain Customer Content in backup media for up to 90 days after termination, after which it will be securely deleted.
- (e) Upon Customer's written request, ZenithFlow will provide a certificate of deletion confirming the secure deletion of Customer Content.

5. CONFIDENTIALITY

5.1 Definition.

"Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes: (a) reserved; (b) Customer Content; (c) the ZenithFlow Services, including all source code, algorithms, and technical information; (d) business and marketing plans, technology, product plans and designs; (e) business processes and methods; (f) customer, financial, and personnel data; and (g) any other information that would reasonably be considered non-public or proprietary.

5.2 Protection of Confidential Information.

The Receiving Party agrees: (a) to use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (b) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement; and (c) to limit access to Confidential Information to those of its employees, contractors, advisors, and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements containing protections no less stringent than those herein.

5.3 Exceptions.

Confidential Information shall not include any information that: (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure without breach of any obligation owed to the Disclosing Party; (c) is received from a third party without breach of any obligation owed to the Disclosing Party; or (d) was independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

5.4 Compelled Disclosure.

The Receiving Party may disclose Confidential Information to the extent required by law or legal process, provided that: (a) the Receiving Party gives the Disclosing Party prior notice (to the extent legally permitted); (b) the Receiving Party provides reasonable assistance at the Disclosing Party's cost if the Disclosing Party wishes to contest the disclosure; and (c) the Receiving Party discloses only that portion of Confidential Information legally required. ZenithFlow recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

5.5 Reserved.

6. FEES AND PAYMENT

6.1 Fees.

Customer shall pay all fees specified in the Order Form in accordance with the GSA Schedule Pricelist. Except as otherwise specified herein or in an Order Form: (a) fees are based on Services purchased; (b) reserved; (c) reserved; and (d) quantities purchased cannot be decreased during the relevant Subscription Term.

6.2 Invoicing and Payment.

Customer will provide ZenithFlow with valid and updated credit card information or with a valid purchase order or alternative document reasonably acceptable to ZenithFlow. If payment will be by a method other than credit card: (i) ZenithFlow will invoice Customer upfront; (ii) invoices are due net 30 days from the invoice receipt date; and (iii) Customer is responsible for maintaining complete and accurate billing and contact information.

6.3 Overdue Payments.

If any invoiced amount is not received by ZenithFlow by the due date: (a) such charges may accrue late interest at the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid and (b) reserved.

6.4 Taxes.

Vendor shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k).

7. TERM AND TERMINATION

7.1 Term.

This Agreement commences on the Effective Date set forth in the Order Form and continues until all subscriptions hereunder have expired or have been terminated. The Subscription Term shall be as specified in the applicable Order Form.

7.2 Termination for Cause.

When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, ZenithFlow shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

7.3 Effect of Termination.

- (a) Upon termination for cause, ZenithFlow will refund any prepaid fees covering the remainder of the term of all Order Forms.
- (b) Reserved.
- (c) In no event will termination relieve Customer of its obligation to pay fees for the period prior to the effective date of termination.
- (d) Upon termination, the rights granted to Customer hereunder shall terminate, and Customer will cease all use of the ZenithFlow Services.

7.4 Suspension for Non-Compliance.

ZenithFlow may temporarily suspend Customer's access to the Services if: (a) reserved; (b) Customer's use of the Services poses a security risk to the Services or other users; (c) Customer's use may adversely impact the Services or data of any other customer; or (d) reserved.

7.5 Surviving Provisions.

The Sections titled "Definitions," "Confidentiality," "Fees and Payment," "Proprietary Rights," "Warranties and Disclaimers," "Limitation of Liability," "Indemnification," and "General Provisions" will survive any termination or expiration of this Agreement.

8. WARRANTIES AND DISCLAIMERS

8.1 ZenithFlow Warranties.

ZenithFlow warrants that:

- (a) The Services will perform materially in accordance with the applicable Documentation. Customer's exclusive remedy for ZenithFlow's breach of this warranty shall be as provided in Section 7.2. This warranty shall not apply to any non-conformance caused by use of the Services contrary to ZenithFlow's instructions or by modification or alteration of the Services by any party other than ZenithFlow.

- (b) ZenithFlow will not materially decrease the overall security of the Services during a Subscription Term.
- (c) The Services will not knowingly introduce Malicious Code into Customer's systems. This warranty shall not apply to any Malicious Code originating from Customer Content or Third Party Applications.

8.2 Disclaimers.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, ZENITHFLOW MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. BETA SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

8.3 Third Party Services and Content.

- (a) ZenithFlow makes no warranty regarding any Third Party Applications or services. Customer's use of any Third Party Applications is governed by separate terms between Customer and the applicable third-party provider. ZenithFlow does not warrant or support Third Party Applications and Customer assumes all risk arising from their use.
- (b) ZenithFlow makes no representations about the accuracy, reliability, or completeness of any AI-Generated Content. Customer is solely responsible for reviewing, verifying, and approving any AI-Generated Content before use. ZenithFlow disclaims all liability for Customer's use of AI-Generated Content.

8.4 AI-Specific Disclaimers.

- (a) ZenithFlow does not guarantee that the ZenithFlow Services will generate content that is factually accurate, suitable for any particular purpose, or free from harmful, offensive, or biased content despite available safeguards.
- (b) Customer acknowledges that artificial intelligence and machine learning technologies are inherently probabilistic and may produce unexpected, misleading, or incorrect results.
- (c) Customer is solely responsible for implementing appropriate human oversight and quality control processes for all AI-Generated Content.
- (d) ZenithFlow does not guarantee that the ZenithFlow Services will not produce outputs that inadvertently infringe on third-party intellectual property rights. Customer assumes all responsibility for clearance of rights before any use of AI-Generated Content.

9. LIMITATION OF LIABILITY

9.1 Aggregate Liability Cap.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE.

9.2 Exclusion of Consequential Damages.

IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE.

9.3 Exceptions to Limitations.

The limitations in Sections 9.1 and 9.2 shall not apply to: (a) either party's breach of its confidentiality obligations under Section 5; (b) Customer's breach of usage restrictions in Section 2.2; (c) ZenithFlow's indemnification obligations; or (d) either party's gross negligence, willful misconduct, or fraud.

9.4 AI-Generated Content Liability.

CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT ZENITHFLOW SHALL HAVE NO LIABILITY FOR ANY DAMAGES ARISING FROM CUSTOMER'S USE OF AI-GENERATED CONTENT, INCLUDING BUT NOT LIMITED TO DAMAGES RESULTING FROM FACTUAL INACCURACIES, INAPPROPRIATE OR HARMFUL CONTENT, OR ALLEGED INTELLECTUAL PROPERTY INFRINGEMENT. CUSTOMER ASSUMES FULL RESPONSIBILITY FOR ALL CONTENT GENERATED THROUGH ITS USE OF THE ZENITHFLOW SERVICES AND AGREES TO IMPLEMENT APPROPRIATE HUMAN REVIEW PROCESSES BEFORE USING SUCH CONTENT FOR ANY PURPOSE.

10. INDEMNIFICATION

10.1 Reserved.

10.2 Indemnification by ZenithFlow.

ZenithFlow will have the right to intervene to defend Customer against any claim made or brought against Customer by a third party alleging that the ZenithFlow Services, as contemplated by this Agreement, infringe the intellectual property rights of such third party (a "Claim Against Customer"). ZenithFlow will indemnify Customer from any damages, attorney fees, and costs finally awarded against Customer as a result of, or for any amounts paid by Customer under a court-approved settlement of, a Claim Against Customer. ZenithFlow will have no obligation under this Section for any Claim Against Customer arising from: (i) modification of the ZenithFlow Services by anyone other than ZenithFlow; (ii) combination of the ZenithFlow Services with materials or technology not provided by ZenithFlow; or (iii) use of the ZenithFlow Services in a manner inconsistent with this Agreement. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

10.3 Indemnification Procedure.

Each party will notify the other party of any Claim for which indemnification is sought (provided that any delay in providing notice will not relieve the indemnifying party of its obligations to the extent not materially prejudiced thereby) and give the indemnifying party authority, reasonable information, and assistance for the defense of such claim. The indemnifying party will not, without the indemnified party's prior written consent, enter into any settlement that: (a) admits guilt, fraud, liability, or wrongdoing of the indemnified party; (b) requires the indemnified party to commit to or refrain from action; or (c) provides for damages other than money damages for which the indemnified party is indemnified. The indemnified party reserves the right to participate in the defense of any indemnified claim at its own cost.

11. SUPPORT SERVICES

11.1 Scope of Included Technical Support.

ZenithFlow will provide Support Services to Customer through ZenithFlow's generally available online ticketing and support system. Support Services constitute the software subscription support included with

Customer's subscription and are limited strictly to technical support as it pertains to the ZenithFlow solution. Included Support Services cover:

- (a) Troubleshooting and diagnosis of defects, errors, or malfunctions in the ZenithFlow Services;
- (b) Delivery of patches, bug fixes, and software updates (each, an "Update") made generally available by ZenithFlow to its customer base; and
- (c) Break/fix support to restore the ZenithFlow Services to conformance with the applicable Documentation.

11.2 Exclusions from Included Support.

For the avoidance of doubt, included Support Services do NOT cover operational support of any kind. Without limiting the foregoing, the following are expressly excluded from included Support Services and require a separately executed Statement of Work and additional fees:

- (a) Workflow design, configuration advisory, or business process consulting;
- (b) Data migration, data mapping, or data transformation services;
- (c) End-user training, onboarding programs, or change management services;
- (d) Custom development, scripting, or integration services;
- (e) Managed services, managed operations, or ongoing administration of the ZenithFlow Services on Customer's behalf; and
- (f) Any support related to Third Party Applications or Customer's own systems.

11.3 Additional Support Services.

Customers requiring operational support services, custom deliverables, or enhanced support tiers beyond those specified in this Agreement and their applicable Order Form must engage ZenithFlow under a separate Statement of Work. Such additional services are subject to ZenithFlow's then-current rates and availability.

11.4 Updates.

In the event that ZenithFlow makes an Update available to Customer, such Update shall be deemed to be part of the ZenithFlow Services and shall be subject to the terms and conditions of this Agreement. ZenithFlow will make available to Customer Updates made generally available to its other customers during the Subscription Term. ZenithFlow will not be required to provide updated Support Services if Customer has failed to pay any amount payable under this Agreement and such amount is more than thirty (30) days overdue.

11.5 Support Conditions.

ZenithFlow will provide Support Services in accordance with this Agreement and any applicable Order Form or written support agreement. ZenithFlow's obligation to provide Support Services is conditioned on Customer: (a) providing reasonable cooperation and access to information ZenithFlow needs to diagnose and resolve issues; (b) using the ZenithFlow Services in accordance with the Documentation; and (c) remaining current on all fees payable under this Agreement.

12. SUPPORT

12.1 General.

ZenithFlow will provide support to Customer and Customer Users through ZenithFlow's generally available online ticketing and support system. The ZenithFlow Services may be inaccessible from time to time due to planned or unplanned maintenance, or due to unavailability of third-party sites or servers. ZenithFlow's sole support obligations with respect to the ZenithFlow Services, including obligations to provide modifications,

bug fixes, new releases, or other Updates for the ZenithFlow Services, are as provided in this Section 12, an Order Form, or a written support agreement entered into by ZenithFlow and Customer. In the event that ZenithFlow makes an Update available to Customer, such Update shall be deemed to be part of the ZenithFlow Services and shall be subject to the terms and conditions of this Agreement. During the Subscription Term, ZenithFlow will make available to Customer Updates for the ZenithFlow Services made generally available by ZenithFlow to its other customers.

(c) Force majeure events;

12.2 Support Services.

ZenithFlow will provide Customer Users with the Support Services agreed upon in the Order Form or other written support agreement entered into by ZenithFlow and Customer. ZenithFlow will provide Support Services during ZenithFlow's normal business hours, Monday through Friday, except ZenithFlow-observed holidays, unless otherwise stated in the Order Form or other written support agreement entered into by ZenithFlow and Customer. ZenithFlow will respond to Customer support inquiries or requests within one (1) business day, unless otherwise stated in the Order Form or other written support agreement entered into by ZenithFlow and Customer.

13. GENERAL PROVISIONS

13.1 Export Compliance.

The Services, Content, other technology ZenithFlow makes available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Customer shall not permit Customer Users to access or use any Service in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

13.2 Anti-Corruption.

Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

13.3 Entire Agreement and Order of Precedence.

This Agreement is the entire agreement between Customer and ZenithFlow regarding Customer's use of the Services and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment, or waiver is to be asserted. In the event of any conflict between these terms and an Order Form, the Order Form shall control solely with respect to that conflict.

13.4 Assignment.

Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets in accordance with the provisions set forth at FAR 42.1204.

13.5 Relationship of the Parties.

The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

13.6 Force Majeure.

In accordance with FAR Clause 52.212-4(f), Neither party shall be liable for any failure or delay in performance under this Agreement (except for payment obligations) for causes beyond that party's reasonable control occurring without that party's fault or negligence, including acts of God, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems, or Internet service provider failures or delays. Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused.

13.7 Governing Law and Jurisdiction.

This Agreement shall be governed exclusively by the Federal laws of the United States.

13.8 Notices.

All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the second business day after mailing; (iii) the second business day after sending by confirmed facsimile; or (iv) the second business day after sending by email with confirmed receipt.

13.9 Waiver.

No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving party.

13.10 Severability.

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

13.11 Compliance with Laws.

Each party shall comply with all applicable laws and regulations in connection with its performance under this Agreement.

13.12 Restricted Rights.

If Customer is an agency or instrumentality of the United States Government, the ZenithFlow Services are "commercial computer software" and "commercial computer software documentation," and, pursuant to FAR 12.212 or DFARS 227.7202, and their successors, as applicable, use, reproduction, and disclosure of the ZenithFlow Services are governed by the terms of this Agreement.

13.13 U.S. Government End Users; Export.

Customer will comply with the export laws and regulations of the United States and other applicable jurisdictions in accessing and using the ZenithFlow Services. Without limiting the foregoing, Customer shall not make the ZenithFlow Services available to any person or entity that: (a) is located in a country subject to a U.S. government embargo; (b) is listed on any U.S. government list of prohibited or restricted parties; or (c) is engaged in activities directly or indirectly related to the proliferation of weapons of mass destruction.

— End of ZenithFlow End User License Agreement —