

STEPZEN TERMS AND CONDITIONS (NON-ENTERPRISE)

Date Last Updated: SEPT 13, 2022

These STEPZEN Terms of Service (these “Terms”) describe your rights and responsibilities as a customer of the non-enterprise StepZen Service (as defined below). These Terms do not apply to StepZen’s enterprise offering, which is governed by the separate Enterprise Terms and Conditions Agreement and/or other written agreement. To upgrade or discuss StepZen’s enterprise offering, please email support@stepzen.com or contact us via the form on stepzen.com/contact-us.

These Terms are between you and StepZen, Inc. (“StepZen”, “we” or “us”). “You” or “Customer” means the subscriber to the StepZen Service which has agreed to a Self-Service Order or, in the case of the use of a free version of the StepZen Service, by creating an account to access the StepZen Service. If you are accepting on behalf of your employer or another entity, you represent and warrant that: (i) you have full legal authority to bind your employer or such entity to these Terms; (ii) you have read and understand these Terms; and (iii) you agree to these Terms on behalf of the party that you represent. PLEASE NOTE THAT IF YOU SIGN UP FOR A STEPZEN SERVICE USING AN EMAIL ADDRESS FROM YOUR EMPLOYER OR ANOTHER ENTITY, THEN (A) YOU WILL BE DEEMED TO REPRESENT SUCH PARTY, (B) YOUR CLICK TO CREATE ACCOUNT WILL BIND YOUR EMPLOYER OR THAT ENTITY TO THESE TERMS, AND (C) THE WORD “YOU” OR “CUSTOMER” IN THESE TERMS WILL REFER TO YOUR EMPLOYER OR THAT ENTITY.

The “Effective Date” of this Agreement is the earlier date of Customer’s initial access to any StepZen Service through any online provisioning, registration, or order process. This Agreement (a) will govern Customer’s initial access and/or purchase on the Effective Date as well as any future purchases made through a Self-Service Order; and (b) does not have to be signed in order to be binding. You indicate your assent to these Terms by clicking “Create Account” or “I agree” (or similar button or checkbox) at the time you register for an StepZen Service or create a StepZen account.

1. DEFINITIONS.

“**Agreement**” means these Terms and, if applicable, a Self-Service Order.

“**Affiliate**” means, with respect to a party, any entity, which directly or indirectly Controls, is Controlled by, or is under common Control with such party.

“**StepZen Products**” means the Cloud Service, and/or Software licensed and/or purchased by Customer under the Agreement.

“**Cloud Service(s)**” means the StepZen’s cloud service offerings as further described in the Documentation.

“**Confidential Information**” has the meaning set forth in Section 10.

“**Control**” means ownership or control, directly or indirectly, of more than 50% of the voting interests of the subject entity.

“**Customer Data**” means all data of Customer that is submitted to the StepZen Products by Customer and all data, text, and files that Customer generates (including report content) through the StepZen Products.

“**Customer Equipment**” means Customer’s computer hardware, software, and network infrastructure used to access the StepZen Products.

“**Documentation**” means StepZen’s then-current technical documentation, specifications, and user manuals for the StepZen Service, as made available by StepZen.

“**Extension Term**” means each additional period that is mutually agreed in writing by the parties for which the term for the applicable StepZen Products is extended.

“**Initial Term**” means the first term for the StepZen Products defined in [Exhibit A](#), or if no such term period is defined, twelve (12) months, commencing on the Effective Date.

"Non-Production" means the use of the StepZen Products for testing, development, and quality assurance purposes only.

"Order Form" means an order form executed by Customer and/or its Affiliate and accepted by StepZen, which specifies the StepZen Products to be provided to Customer and/or its Affiliate. Except as otherwise provided on the Order Form, each Order Form shall be subject to the terms and conditions of this Agreement and incorporated by reference into this Agreement. For any order by Customer or its Affiliate for the benefit of Customer's Affiliate(s), the term "Customer" shall refer to Customer and such Affiliate(s).

"Software" means any StepZen binary software programs licensed by StepZen to Customer on an Order Form and as further described in the Documentation.

"Subscription Term" means, unless otherwise agreed by StepZen, a purchased, minimum twelve-month subscription access period to the StepZen Service (which may be invoiced monthly or annually).

"Taxes" means any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, sales, use or withholding taxes.

"Updates" means all bug fixes, enhancements, and workarounds that StepZen generally makes available at no additional charge to its customers of the Software or Cloud Service who are current in payment of applicable fees.

"Use Limits" means any numerical limits on the units of measure referenced in the StepZen Service dashboard, on the Order, or otherwise provided by StepZen, including but not limited to the number of authorized Users or certain traffic processed by the StepZen Service in use by Customer (whether procured under this Agreement or under an earlier agreement with StepZen).

"User" means an employee, agent, independent contractor, end customer or third-party developer of Customer and/or its Affiliates who is authorized to use the StepZen Products by the Customer and/or whose information is transmitted through the StepZen Products.

2. **STEPZEN SERVICE.**

- 2.1. StepZen shall make the Cloud Services available to Customer and its Affiliates in accordance with the General Terms and this agreement. Customer's right to use the Cloud Services is limited to the volume and other restrictions contained in the Order Form. Notwithstanding the anything in the Agreement, StepZen may collect and use, any such data, text, and files that pass through and/or may be generated by the Customer's use of the StepZen Products, in anonymized format. For clarity, such anonymized data will not include any of the Customer Data or the Customer's Confidential Information.
- 2.2. Subject to the terms of the Agreement, StepZen grants Customer and its Affiliates a non-exclusive, non-transferable (except to a successor in interest as permitted hereunder) license to use the StepZen Products which Customer has purchased and for which Customer pays, solely for Customer's internal business purposes during the Subscription Term. The StepZen Service (and including all StepZen Technology used in combination (for example the Docker image)) may be used only in accordance with the Documentation. Customer must establish one or more accounts for Users to use the StepZen Service. Customer must keep the registration information accurate and complete. Customer and its Users will access the StepZen Service and all applicable StepZen Technology using the login credentials and key(s) assigned by StepZen. StepZen may monitor the use of the StepZen Service and all applicable StepZen Technology to ensure quality, improve the Service and all StepZen offerings, and verify compliance with the Agreement. Customer's right to use the StepZen Products is further subject to any applicable Use Limits.
- 2.3. **License to Downloadable Software.** Any downloadable software made available by StepZen is subject to the license terms accompanying such software.
- 2.4. **Third-Party Integrations.** StepZen may offer Customers the option of sending data and information processed by the StepZen Service to, and receiving data and information to be processed for Customer by the StepZen Service from, analytics or other services provided by third parties ("Third-Party Integration Providers"). Such functionality may be subject to the payment of additional fees if not part of StepZen's standard offering. Customer is solely responsible for establishing a contractual relationship with any such Third-Party Integration Providers and

complying with the terms of such contractual relationship. StepZen shall not be responsible or liable for any loss, destruction, alteration, unauthorized disclosure or corruption of Customer Data or any other harm to Customer or any other party caused by any Third-Party Integration Providers, including without limitation, by StepZen's integration with such Third-Party Integration Providers and the use of any data or information received from such Third-Party Integration Provider.

3. CUSTOMER RESPONSIBILITIES.

- 3.1. Responsibilities in Using StepZen Service. Customer is responsible for: (a) maintaining the confidentiality of any User IDs, passwords and other credentials associated with its StepZen account; (b) all activities that occur with respect to Customer's account; (c) Customer's use of the StepZen Service and compliance with the Agreement; and (d) the Customer Data, and any other information Customer provides to StepZen through any mechanism.
- 3.2. As between the parties, Customer is responsible for: (i) all activities conducted under User logins; (ii) obtaining and maintaining any Customer Equipment and any ancillary services needed to connect to, access or otherwise use the StepZen Products; and (iii) ensuring that the Customer Equipment and any ancillary services are compatible with the StepZen Products and comply with all requirements set forth in the Documentation.
- 3.3. Customer represents, and warrants that Customer will use the StepZen Products in accordance with the license in Section 2, in compliance with applicable law, and shall not: (a) resell, sublicense, lease, time-share or otherwise make the StepZen Products available to any third party; (b) send or store infringing or unlawful material using the StepZen Products; (c) attempt to gain unauthorized access to, or disrupt the integrity or performance of, the StepZen Products or the data contained therein; (d) modify, copy or create derivative works based on the StepZen Products; (e) reverse engineer the StepZen Products; (f) propagate any virus, worms, Trojan horses, or other programming routine intended to damage any system or data; (g) access the StepZen Products for the purpose of building a competitive product or service or copying its features or user interface; (h) use the StepZen Products, or permit it to be used, for purposes of product evaluation, benchmarking or other comparative analysis intended for publication without StepZen's prior written consent; or (i) permit access to the StepZen Products by a direct competitor of StepZen.
- 3.4. Any failure of Customer to comply with the obligations set forth in this Section 3 shall be deemed a material breach of this Agreement.

4. OWNERSHIP.

- 4.1. As between Customer and StepZen, Customer shall retain all ownership rights in the Customer Data and Customer Confidential Information (including that Customer Data and Customer Confidential Information which is included in any Services Materials and/or Training Materials). Except as otherwise expressly identified in a mutually executed statement of work, as between Customer and StepZen, StepZen shall have and retain all ownership rights in the StepZen Products, Training Materials, and all work developed or created by StepZen during the course of providing Professional Services or Training Services to Customer (if any). StepZen hereby grants Customer a royalty-free, fully paid-up, nonexclusive license to use all work developed or created by StepZen that is provided to Customer as a result of providing Professional Services and/or Training Services (including any such Service Materials and/or Training Materials) to Customer on the same terms and conditions as the StepZen Products.
- 4.2. StepZen shall own any suggestions, enhancement requests, recommendations, or other feedback provided by Customer or Users relating to the StepZen Products.
- 4.3. No license, right or interest in any StepZen or Customer trademark, trade name or service mark is granted hereunder.

5. FEES.

- 5.1. The fees for the StepZen Products and Support are as stated in the StepZen website. Fees may include additional fees based on any use of the StepZen Service beyond the Use Limits purchased, which may include use overages beyond any applicable threshold, or use of optional feature or third-party integrations. StepZen may change the fees for the use of the StepZen Service upon 30 days prior notice. Upon execution of this Agreement, payment obligations are non-cancelable and,

except as expressly provided in this Agreement, upon payment, all payments made by Customer are non-refundable and payable in United States dollars.

5.2. Fees will be calculated and billed according to the Order, typically monthly or annually in advance. All fees due hereunder shall be due and payable within thirty (30) days of receipt of invoice, except any fees that Customer disputes in good faith within such 30-day period with reasonable information supporting such dispute. Any payment not received from Customer by the due date may accrue late charges at the rate of 1.5% of the outstanding balance per month (except for amounts then under reasonable and good faith dispute), or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid. Failure to make payments in accordance with this Section may result in suspension of Customer's ability to access the StepZen Products until payment is made.

5.3. StepZen's fees do not include any Taxes. Customer is responsible for paying all Taxes, including, but not limited to sales, use, GST, and VAT taxes, associated with its purchases hereunder, excluding StepZen's U.S. federal and state income taxes.

6. **DISCLAIMER.**

6.1. THE STEPZEN SERVICE (AND ANY STEPZEN TECHNOLOGY USED IN PROVISION OF THE SERVICE) IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, STEPZEN DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE STEPZEN SERVICE (AND ANY STEPZEN TECHNOLOGY USED IN PROVISION OF THE SERVICE) AND DOES NOT WARRANT THAT THE OPERATION OF THE STEPZEN PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE.

7. **SERVICE LEVEL COMMITMENTS.**

7.1. NO SERVICE LEVEL COMMITMENTS – ENTERPRISE OFFERING ONLY. No service level commitments shall apply under this Agreement and shall only be made available via StepZen's enterprise offering.

8. **WARRANTIES.**

8.1. Each party represents and warrants: that (i) it has the legal power to enter into and perform under this Agreement; and (ii) it shall comply with all laws applicable to its performance hereunder (in the case of StepZen) or applicable to its use of the StepZen Products (in the case of Customer).

8.2. StepZen warrants that the Cloud Service will substantially conform in all material respects in accordance with the Cloud Service Documentation. Customer will provide prompt written notice of any non-conformity. As Customer's sole and exclusive remedy and StepZen's entire liability for any breach of the foregoing warranty, StepZen will fix, provide a work around, or otherwise repair or replace the nonconforming portion of the Cloud Service, or, if StepZen is unable to do so, terminate the license for the Cloud Service and return the Cloud Service Fees paid to StepZen for the period beginning with Customer's notice of nonconformity through the remainder of the Initial Term or then-current Extension Term, as applicable.

9. **INDEMNIFICATION.**

9.1. Customer shall defend, indemnify and hold StepZen harmless against any damages, settlements or costs (including reasonable attorneys' fees) incurred in connection with Claims made or brought against StepZen by a third party alleging that the Customer Data or Customer's use of the StepZen Products infringes the intellectual property rights of, or has otherwise harmed, such third party, or that the Customer has violated applicable law, provided that StepZen (a) promptly gives written notice of the Claim to Customer; (b) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle any Claim without StepZen's consent unless it unconditionally releases StepZen of all liability); and (c) provides to Customer all reasonable assistance requested by Customer, with out-of-pocket expenses for such assistance borne by Customer.

9.2. StepZen shall, at its own expense: (i) defend Customer from and against any and all allegations, threats, claims, demands, suits, or proceedings ("Claim(s)") made or brought against Customer by

an unaffiliated third party alleging that the use of the StepZen Products as contemplated hereunder infringes any US patent or worldwide copyright, trademark, or trade-secret, and; (ii) hold Customer harmless from and against any liability, damages and costs whether finally awarded or agreed to by StepZen in settlement (collectively "Losses") to the extent based upon such a Claim (the obligations in this Section 9, "Indemnification").

- 9.3. StepZen may, at its sole option and expense: (i) procure for Customer the right to continue using the StepZen Products under the terms of this Agreement; (ii) replace or modify the StepZen Products to be non-infringing without material decrease in functionality; or (iii) if the foregoing options are not reasonably practicable, terminate the license for the infringing StepZen Products and refund Customer the prepaid fees for the remainder of the then current Term after the date of such termination.
- 9.4. Excluded from StepZen's Indemnity Obligations in this Section 9, are Claims arising out of: (i) the use of the StepZen Products other than in accordance with this Agreement, (ii) any modification or alteration of the StepZen Products by a party other than StepZen, (iii) StepZen's compliance with any materials, designs, specifications or instructions provided by Customer, (iv) any combination of the StepZen Products with any product, software, service or device not furnished by StepZen, where such Claim would not cover the StepZen Product alone, (v) use of any older version of the StepZen Products when use of a newer version provided by StepZen would have avoided the infringement, or (vi) Customer using the StepZen Products after StepZen has notified the Customer to discontinue use due to an infringement claim.
- 9.5. In the event of a potential Indemnity Obligation under this Agreement, the indemnified party shall: (i) promptly notify the indemnifying party in writing of such Claim; (ii) allow the indemnifying party to have sole control of its defense and settlement; and (iii) upon request of the indemnifying party, cooperate in all reasonable respects, at the indemnifying party's cost and expense, with the indemnifying party in the investigation, trial, and defense of such Claim and any appeal arising therefrom. The Indemnification Obligations under this Section 9 are expressly conditioned upon the indemnified party's compliance with this Section 9.4 except that failure to notify the indemnifying party of such Claim shall not relieve that party of its obligations under this Section but such Claim shall be reduced to the extent of any damages attributable to such failure. The provisions of this Section 9 set forth each party's sole and exclusive remedy and obligation, with respect to infringement or misappropriation of third party intellectual property rights of any kind.
- 9.6. NO SERVICE LEVEL COMMITMENTS – ENTERPRISE OFFERING ONLY. No service level commitments shall apply under this Agreement and shall only be made available via StepZen's enterprise offering.

10. **CONFIDENTIALITY.**

- 10.1. As used herein, "Confidential Information" means all proprietary information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally or in writing, that is maintained as confidential by the Disclosing Party and is either designated as confidential or reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information may include business and marketing plans, technology and technical information, product designs, and business processes. StepZen Confidential Information will include StepZen Products, Documentation, and business terms (including the terms and conditions of this Agreement and the pricing and other terms reflected on the Order Form). Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to Disclosing Party; (ii) is known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation owed to Disclosing Party; (iii) was independently developed by Receiving Party without breach of any obligation owed to Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to Disclosing Party.
- 10.2. Receiving Party agrees that it shall not disclose any Confidential Information of Disclosing Party for any purpose not in accordance with this Agreement, except with Disclosing Party's prior written consent or to comply with securities and other applicable laws. StepZen will use commercially reasonable efforts to maintain the confidentiality of Customer Data in accordance with all applicable

laws and, except as required by applicable law, to not disclose Customer Data to any third party for any purpose other than to provide the StepZen Products or Professional Services to Customer. Each party represents and warrants that it will collect, maintain and handle all personal data in compliance with all applicable data privacy and protection laws. Receiving Party shall promptly notify Disclosing Party if it becomes aware of any actual or reasonably suspected breach of confidentiality of Disclosing Party's Confidential Information.

10.3. If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, it shall provide Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure.

10.4. Upon any termination of this Agreement, the Receiving Party shall continue to maintain the confidentiality of the Disclosing Party's Confidential Information for a period of three (3) years after termination and, upon request, shall return to the Disclosing Party or destroy all materials containing such Confidential Information.

11. LIMITATION OF LIABILITY.

11.1. EXCEPT FOR: (I) THE PARTIES' INDEMNIFICATION OBLIGATIONS; (II) FOR CUSTOMER'S FAILURE TO PAY ANY FEES DUE UNDER THIS AGREEMENT; (III) EITHER PARTY'S BREACH OF SECTION 10 (CONFIDENTIALITY); (IV) IN RELATION TO DEATH OR PERSONAL INJURY ARISING FROM NEGLIGENCE; OR (V) FRAUDULENT MISREPRESENTATION, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE SUBSCRIPTION FEES PAID TO STEPZEN DURING THE TWELVE MONTHS PRIOR TO WHEN THE CLAIM ACCRUED. THE FOREGOING NOTWITHSTANDING, IN NO EVENT SHALL EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF: (A) THE PARTIES' INDEMNIFICATION OBLIGATIONS; OR (B) EITHER PARTY'S BREACH OF SECTION 10 (CONFIDENTIALITY), EXCEED FIVE (5) TIMES THE SUBSCRIPTION FEES PAID TO STEPZEN DURING THE TWELVE MONTHS PRIOR TO WHEN THE CLAIM ACCRUED.

11.2. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. TERM, TERMINATION AND SUSPENSION.

12.1. This Agreement commences on the Effective Date and continues until all licenses granted in accordance with this Agreement have expired or have been terminated by either party as set forth herein.

12.2. A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach of this Agreement if such breach remains uncured at the expiration of such period; (ii) immediately upon written notice if the other party becomes the subject of a bankruptcy, insolvency, receivership, liquidation, assignment for the benefit of creditors or similar proceeding; and (iii) as otherwise provided herein.

12.3. Upon the effective date of termination of this Agreement, Customer's license to use the Cloud Service will cease and StepZen may delete all backed-up Customer Data from StepZen systems within thirty (30) days of termination of this Cloud Services Additional Terms Exhibit.

12.4. Customer acknowledges and agrees that StepZen may with notice to Customer suspend Customer's access to use the Cloud Services if StepZen reasonably concludes that Customer's use is causing immediate, material or ongoing harm to StepZen and/or its other Customers. In the extraordinary event that StepZen suspends Customer's access, StepZen will use commercially reasonable efforts to limit the suspension to the offending portion of the Cloud Services.

13. MISCELLANEOUS

13.1. The parties are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties is created hereby. There are no third party

beneficiaries to this Agreement and the provisions of the U.K. Contracts (Rights of Third Parties) Act 1999 are hereby excluded.

- 13.2. Notices shall be in writing, will reference the Agreement, and shall be sent using a recognized private mail carrier or the United States Postal Service or Royal Mail or the national mail carrier of the country in which the sender is situated and effective on proof of delivery.
- 13.3. Each party may include the other's name in its customer or vendor lists, with the other parties written permission.
- 13.4. No amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by Customer and StepZen. To the extent of any conflict between this Agreement and any other schedule or attachment, this Agreement shall prevail unless expressly stated otherwise. Notwithstanding any language to the contrary therein, no terms stated in a purchase order or in any other order document (other than a statement of work, or other mutually executed order document expressly incorporated herein) shall be incorporated into this Agreement, and all such terms shall be void. This Agreement, which includes all Exhibits, documents referenced herein, statements of work and attachments hereto represents the entire agreement of the parties, and supersedes all prior or contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter.
- 13.5. No failure or delay in exercising any right hereunder shall constitute a waiver of such right. Except as otherwise provided herein, remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such 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 shall remain in effect.
- 13.6. Neither party shall be liable to the other for any delay or failure to perform hereunder (excluding payment obligations) due to a natural disaster, actions or decrees of governmental bodies or communications line failure which (i) hinders, delays or prevents a party in performing any of its obligations, and (ii) is beyond the control of, and without the fault or negligence of, such party, and (iii) by the exercise of reasonable diligence such party is unable to prevent or provide against ("Force Majeure Event).
- 13.7. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety, without consent of the other party, to its successor in interest in connection with a merger, reorganization, or sale of all or substantially all assets or equity not involving a direct competitor of the other party. Any attempted assignment in breach of this Section shall be void. This Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 13.8. Each party agrees to comply fully with all applicable laws and regulations, including without limitation those related to the United States Department of Commerce and with the United States Export Administration Act, as amended from time to time, and with all applicable laws and regulations of other jurisdictions with respect to the importation and use of the StepZen Products.
- 13.9. StepZen shall maintain commercially reasonable administrative, physical and technical safeguards designed for the protection, confidentiality and integrity of Customer Data.
- 13.10. This Agreement shall be governed exclusively by the internal laws of the state of California, without regard to its conflicts of laws rules. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. The parties hereby consent to the exclusive jurisdiction of the state and federal courts located in Santa Clara, County, California, for resolution of any disputes arising out of this Agreement.

14. REVISIONS TO TERMS.

- 14.1. StepZen may change these Terms and its policies from time to time. We may inform you of any such changes by posting the revised version(s) to our website at the same URL as the original version(s) (or directing you to a new URL) or providing notice to you by email or through the StepZen Service. Any such changes will take effect immediately or in accordance with the notice, as applicable.