

ZUORA COMMUNITY TERMS OF USE

Updated for Current Community: 7/2021

THESE ZUORA COMMUNITY TERMS OF USE (“TERMS OF USE”) ARE ENTERED INTO BY AND BETWEEN ZUORA, INC. (“ZUORA”) AND YOU, OR THE INDIVIDUAL, THE COMPANY, OR THE LEGAL ENTITY YOU REPRESENT (“YOU”). THESE TERMS OF USE WILL BE LEGALLY BINDING WHEN YOU CLICK THE “I AGREE” BUTTON BELOW. CAREFULLY READ THIS AGREEMENT BEFORE CLICKING “I AGREE.”

YOU REPRESENT THAT YOU HAVE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOUR COMPANY (OR OTHER LEGAL ENTITY). IF YOU DO NOT HAVE SUCH AUTHORITY, OR YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS IN THIS AGREEMENT, DO NOT CLICK THE “I AGREE” BUTTON; INSTEAD, CEASE USE OF ALL MATERIALS AT THE ZUORA COMMUNITY SITE.

ZUORA RESERVES THE RIGHT TO UPDATE OR MODIFY THE TERMS OF USE AT ANY TIME WITHOUT PRIOR NOTICE TO USER. YOUR ACCESS TO THE ZUORA COMMUNITY FOLLOWING ANY SUCH CHANGE CONSTITUTES YOUR UNCONDITIONAL AGREEMENT TO FOLLOW AND BE BOUND BY THE TERMS OF USE AS CHANGED. WE ENCOURAGE YOU TO REVIEW THESE TERMS OF USE WHENEVER YOU USE THE ZUORA COMMUNITY.

1. General

- The Zuora community is an online platform that provides a peer-to-peer support channel questions and community generated solutions related to Zuora’s products and services (“Zuora Community”). You may use and access the Zuora Community for the sole purpose of sharing and exchanging ideas with other users of the Zuora Community (“Users”).
- You may not access the Zuora Community, Submissions (defined below), or Content (defined below) if you are a competitor to Zuora. You are expressly prohibited from using the Zuora Community, Submissions, or Content benchmarking or competitive purposes.

ZUORA | **COMMUNITY**

- You agree to provide true, accurate, current, and complete information when registering with the Zuora Community. It is your responsibility to maintain and promptly update this account information to keep it true, accurate, current, and complete. You are responsible for maintaining the confidentiality of your password for the Zuora Community, and are fully responsible for all activities that occur in connection with your password or account. You may not share your account or password with any third party or allow any third party to use your account. You agree to immediately notify Zuora of any unauthorized use of either your password or account or any other breach of security.
- Zuora may (but has no obligation to) monitor, evaluate, alter, or remove User content submitted to the Zuora Community (“Submissions”).
- You acknowledge and agree that the Zuora Community is not an authorized technical support channel for Zuora’s customers, and Submissions do not constitute support requests.
- If you communicate with any other User on or through the Zuora Community or post Submissions, you grant to Zuora a worldwide, perpetual, royalty-free, irrevocable, nonexclusive, fully sublicensable license to use, reproduce, modify, adapt, translate, publish, publicly perform, publicly display, broadcast, transmit and distribute the Submissions and other content for any purpose and in any form, medium, or technology now known or later developed. This includes, without limitation, the right to incorporate or implement the Submissions into any Zuora product or service, and to display, market, sublicense and distribute the Submissions as incorporated or embedded in any product or service distributed or offered by Zuora without compensation to you. You warrant that: (a) you have the right and authority to grant this license; (b) Zuora’s exercise of the rights granted pursuant to this license will not infringe or otherwise violate any third party rights; and (c) all so-called moral rights in the Submissions have been waived to the full extent allowed by law.
- Any photographs or video you provide to Zuora, the Zuora Community, or users are Submissions.
- You expressly acknowledge and agree that Submissions are not confidential and are publicly available, including to non-registered participants of the Zuora Community, and that you are authorized to provide such Submissions. Zuora will not take and will not be required to take any steps to safeguard the confidentiality of any information that you provide, other than as specified in the Privacy Statement (defined below).

- IN CONNECTION WITH THE USE OR OTHER EXPLOITATION OF RECORDINGS (INCLUDING YOUR IMAGES), YOU HEREBY IRREVOCABLY WAIVE AND RELEASE ANY AND ALL CLAIMS WITH RESPECT TO INTELLECTUAL PROPERTY, RIGHTS OF PUBLICITY, RIGHTS OF PRIVACY, AND ANY OTHER CLAIMS OR DAMAGES WITH RESPECT TO SUCH USE OR OTHER EXPLOITATION. YOU AFFIRM THAT YOU ARE OF LEGAL AGE AND HAVE READ THE FOREGOING RELEASE AND FULLY UNDERSTAND ITS CONTENTS.
- You may have the opportunity to participate in certain meetings listed or organized on the Zuora Community, which are hosted or organized by third parties that are not agents or employees of Zuora (“Community Group Meeting”). You acknowledge that Zuora is not the creator, organizer, or owner of any Community Group Meeting, even if Zuora employees attend the meeting, Zuora sponsors the meeting, Zuora provides meeting-related materials, Zuora promotes the meeting on a Zuora website or website paid by Zuora, or the meeting occurs on Zuora property. If you host or organize a Community Group Meeting, you agree to promote it as such, and you must not create any impression that it is created, organized, hosted, owned, sponsored or endorsed by Zuora.

2. Participation and Content - Requirements and Restrictions

- You may not use the Zuora Community to, or post any Submissions that, violate any applicable local, state, national, or international law, including without limitation any applicable laws relating to data protection and privacy, export, antitrust or other illegal trade or business practices, federal and state securities laws, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, and any U.S. laws, rules, and regulations governing the export and re-export of commodities or technical data.
- You may not upload or transmit any material that infringes or misappropriates any third-party's copyright, patent, trademark, or trade secret, or disclose via the Zuora Community any information the disclosure of which would constitute a violation of any confidentiality obligations you may have.
- You may not upload any viruses, worms, Trojan horses, or other forms of harmful computer code, nor subject the Zuora Community's network or servers to unreasonable traffic loads, or otherwise engage in conduct deemed disruptive to the ordinary operation of the Zuora Community.

- You may not post any objectionable or harmful Submissions. You are strictly prohibited from communicating on or through the Zuora Community any unlawful, harmful, offensive, threatening, abusive, libelous, harassing, defamatory, vulgar, obscene, profane, hateful, fraudulent, sexually explicit, racially, ethnically, or otherwise objectionable material of any sort, including, but not limited to, any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law.
- You also are expressly prohibited from distributing Users' personal information to third parties for marketing purposes or using Users' personal information to solicit such Users. Zuora shall deem the compiling of marketing and mailing lists using Users' personal information, the sending of unsolicited marketing materials to Users, or the distribution of Users' personal information to third parties for marketing purposes as a material breach of these Terms of Use. Zuora reserves the right to terminate or suspend your access to and use of the Zuora Community and report your activity to law enforcement and government authorities.
- You expressly authorize Zuora and all other persons or entities involved in the operation of the Zuora Community the right to transmit, monitor, retrieve, store, and use your information, including Submissions, in connection with the operation of the Zuora Community and in the provision of services to you.
- In the event that Zuora makes available content, software, APIs, or product documentation in connection with the Zuora Community ("Content"), you may use such Content solely in connection with, and pursuant to, your authorized use of Zuora's products and services. Zuora retains all right, title, and interest in any Content, Submissions or other data posted or provided by Zuora or its personnel or affiliates.
- You agree to comply with the then-current Community Guidelines set forth at <https://community.zuora.com/communities/community-home/digestviewer/viewthread?GroupId=361&MID=14956&CommunityKey=7c625be2-dc6e-4d0f-b8bd-f33a935c30e2&tab=digestviewer&ReturnUrl=%2fcommunities%2fcommunity-home%2fdigestviewer%3fCommunityKey%3d7c625be2-dc6e-4d0f-b8bd-f33a935c30e2>

3. Personal Data.

Information submitted to the Zuora Community is governed according to Zuora's [Privacy Statement](#) ("Privacy Statement"). The personal data that you provide to Zuora in connection with Zuora Community, including the registration process, may be accessible

by Zuora's employees, contractors, suppliers, and vendors as reasonably necessary in furtherance of providing you access and use of Zuora Community. Certain of your personal or registration information viewable to other Zuora Community members or publicly unless you elect otherwise. Zuora may also collect information about your use of the Zuora Community and use such information for marketing and product improvement purposes. You agree that Zuora may contact you for marketing purposes and associate information you provide in connection with the Zuora Community with other information you have provided to Zuora. Additional information about your personal data is set forth in the Privacy Statement.

4. Indemnification

You agree to defend, indemnify and hold harmless Zuora, and its affiliates, agents, vendors or suppliers from and against any and all claims, damages, costs and expenses, including reasonable attorneys' fees, arising from or related to your use or misuse of the Zuora Community, including, without limitation, your violation of these Terms of Use, the infringement by you, or any other or user of your account, of any intellectual property right or other right of any person or entity.

5. Termination

These Terms of Use are effective until terminated by either party. If you wish to terminate these Terms of Use, you must cease all use of the Zuora Community. Zuora reserves the right to terminate or suspend your access to and use of the Zuora Community, or parts of the Zuora Community, without notice, if Zuora believes, in its sole discretion, that such use (i) is in violation of any applicable law; (ii) is harmful to Zuora's interests or the interests, including intellectual property or other rights, of another person or entity; or (iii) where Zuora has reason to believe you are in violation of these Terms of Use. Zuora may elect to suspend or termination the Zuora Community at any time without notice or liability to you. The following provisions survive any termination of these Terms of Use: Sections 3 -

6. Disclaimers; Limitation of Liability

- THE ZUORA COMMUNITY AND ASSOCIATED MATERIALS AND CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, ZUORA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY. ZUORA MAKES NO REPRESENTATIONS OR WARRANTY THAT THE ZUORA COMMUNITY WILL MEET YOUR REQUIREMENTS, OR THAT YOUR USE OF THE ZUORA COMMUNITY WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES ZUORA MAKES ANY REPRESENTATION OR WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE ZUORA COMMUNITY. ZUORA MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE ZUORA COMMUNITY OR THE INFORMATION, SUBMISSIONS, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THE ZUORA COMMUNITY.
- UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL OR EQUITABLE THEORY, WHETHER IN TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL ZUORA OR ANY OF ITS AGENTS, VENDORS OR SUPPLIERS BE LIABLE TO USER OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE ZUORA COMMUNITY OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE ZUORA COMMUNITY OR FOR ANY INFORMATION OBTAINED THROUGH THE ZUORA COMMUNITY , INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OR CORRUPTION OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF AN AUTHORIZED REPRESENTATIVE OF ZUORA HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. . BECAUSE SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.
- ZUORA'S TOTAL CUMULATIVE LIABILITY FOR ANY AND ALL CLAIMS IN CONNECTION WITH THE ZUORA COMMUNITY WILL NOT EXCEED ONE HUNDRED U.S. DOLLARS (US\$100.00). YOU AGREE AND ACKNOWLEDGE

THAT THE FOREGOING LIMITATIONS ON LIABILITY ARE AN ESSENTIAL BASIS OF THE BARGAIN AND THAT ZUORA WOULD NOT PROVIDE THE ZUORA COMMUNITY ABSENT SUCH LIMITATION.

- YOU UNDERSTAND AND AGREE THAT USE ANY CONTENT OR SUBMISSIONS IS AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA OR BUSINESS INTERRUPTION THAT RESULTS FROM THE DOWNLOAD OF CONTENT OR SUBMISSIONS. ZUORA SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE CAUSED, OR ALLEGED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE INFORMATION OR IDEAS CONTAINED, SUGGESTED OR REFERENCED IN OR APPEARING ON THE ZUORA COMMUNITY. YOUR PARTICIPATION IN THE ZUORA COMMUNITY IS SOLELY AT YOUR OWN RISK. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ZUORA OR THROUGH ZUORA, THEIR EMPLOYEES, OR THIRD PARTIES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. YOU ACKNOWLEDGE, BY YOUR USE OF THE ZUORA COMMUNITY, THAT YOUR USE OF THE ZUORA COMMUNITY IS AT YOUR SOLE RISK.

7. Miscellaneous

- The Zuora Community is hosted in the United States. Zuora makes no claims that the Submissions or Content on the Zuora Community is appropriate or may be downloaded outside of the United States. Access to the Submissions or Content may not be legal by certain persons or in certain countries. If you access the Zuora Community from outside the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction. The provisions of the UN Convention on Contracts for the International Sale of Goods will not apply to these Terms of Use. A party may give notice to the other party only in writing at that party's principal place of business, attention of that party's principal legal officer, or at such other address or by such other method as the party shall specify in writing. Notice shall be deemed given upon personal delivery or facsimile, or, if sent by certified mail with postage prepaid, 5 business days after the date of mailing, or, if sent by international overnight courier with postage prepaid, 7 business days after the date of mailing. If any provision herein is held to be unenforceable, the remaining provisions will continue in full force without being affected in any way. Further, the parties agree to replace such unenforceable provision with an enforceable provision that most closely

approximates the intent and economic effect of the unenforceable provision. Section headings are for reference purposes only and do not define, limit, construe or describe the scope or extent of such section. The failure of Zuora to act with respect to a breach of these Terms of Use by you or others does not constitute a waiver and shall not limit Zuora's rights with respect to such breach or any subsequent breaches. These Terms of Use are governed by the laws of California, U.S.A. Any action or proceeding arising out of or related to these Terms of Use or User's use of the Zuora Community must be brought in the federal or state courts located in the Northern District of California, and you consent to the exclusive personal jurisdiction and venue of such courts. Any cause of action you may have with respect to your use of the Zuora Community must be commenced within one (1) year after the claim or cause of action arises. These Terms of Use set forth the entire understanding and agreement of the parties and supersedes any and all oral or written agreements or understandings between the parties, as to their subject matter. The waiver of a breach of any provision of these Terms of Use shall not be construed as a waiver of any other or subsequent breach.

8. Links to Other Materials and Sites

- The Zuora Community may contain links to sites owned or operated by independent third parties. These links are provided for your convenience and reference only. We do not control such sites and, therefore, Zuora is not responsible for any content posted on these sites. The fact that Zuora offers such links should not be construed in any way as an endorsement, authorization, or sponsorship of that site, its content or the companies or products referenced therein, and Zuora reserves the right to note its lack of affiliation, sponsorship, or endorsement on the Zuora Community.
- If you decide to access any of the third-party sites linked to by the Zuora Community, you do this entirely at your own risk. Because some sites employ automated search results or otherwise link you to sites containing information that may be deemed inappropriate or offensive Zuora cannot be held responsible for the accuracy, copyright compliance, legality, or decency of material contained in third-party sites, and you hereby irrevocably waive any claim against Zuora with respect to such sites.

9. Notification of Possible Copyright Infringement

- In the event you believe that material or content published on the Zuora Community may infringe on your copyright or that of another, please contact Zuora at:

Zuora, Inc.
101 Redwood Shores Pkwy
Redwood City, CA 94065
[\(800\) 425-1281](tel:8004251281)
legal@zuora.com