

# Zenoo Master Service Agreement

## Parties and Background

This Master Service Agreement ("Agreement") is entered into between **Zenoo Ltd** and the undersigned customer ("Customer"), to govern the provision of digital onboarding software and related services as detailed in one or more Order Forms or Statements of Work ("SOW").

## 1 Definitions

Unless otherwise defined, capitalised terms carry the same meaning as in the applicable:

- **Zenoo Terms & Conditions**
- **Zenoo DPA**
- **Support Services Document**

Terms include: *Subscription Term, Order, Service, SOW, Customer Data, Professional Services, etc.*

## 2 Scope of Agreement

2.1 This Agreement governs access to Zenoo's cloud-hosted solutions and associated professional services. The rights granted are subject to:

- 2.1.1 Execution of valid Order Forms;
- 2.1.2 Adherence to the applicable support levels selected by Customer;
- 2.1.3 Compliance with Zenoo's Terms & Conditions and the Data Processing Addendum.

## 3 Service Access & Restrictions

3.1 Zenoo grants a non-exclusive, non-transferable right to use the Service, subject to the terms in:

- 3.1.1 The Zenoo Terms & Conditions
- 3.1.2 The Order Form (subscription scope, term, modules, pricing)

3.2 Any unauthorised access, resale, reverse engineering or tampering is strictly prohibited.

## 4 Support Services

4.1 Support terms (response times, severity levels, SLAs, escalation procedures, etc.) are defined in the **Zenoo Support Services Document**, which forms an integral part of this Agreement.

4.2 **Note:** Customers must meet all integration and operational prerequisites to benefit from support SLAs.

## 5 Data Protection

5.1 All provisions governing data processing, sub-processing, international transfers, security, breach notification and customer audits are governed by the **Zenoo Data Processing Addendum (DPA)**.

5.2 The DPA shall prevail in any conflict concerning the processing or protection of Personal Data.

## 6 Professional Services

6.1 Professional services (e.g., implementation, configuration, integrations) are governed by separately issued SOWs. All deliverables remain the property of Zenoo unless otherwise agreed in writing.

7       **Fees and Payment**

7.1       Fees are as set out in the applicable Order Form. Unless otherwise agreed:

7.1.1       Invoices are payable within 30 days (NET30)

7.1.2       All fees are exclusive of applicable taxes

7.1.3       Late payments may result in service suspension or penalties

8       **Warranties**

8.1       Each Party represents it has authority to enter into this Agreement.

8.2       Zenoo warrants that:

8.2.1       The service will substantially conform to its documentation

8.2.2       Professional services will be provided in a professional manner

8.3       Disclaimers and limitations of liability are fully stated in the **Zenoo Terms & Conditions**.

9       **Intellectual Property**

9.1       All intellectual property related to Zenoo's software, methods, and service components remains the sole property of Zenoo. Customer owns all Customer Data, as governed by the DPA.

10       **Confidentiality**

10.1       Each Party agrees to maintain the confidentiality of any information exchanged, as outlined in the **Zenoo Terms & Conditions**.

11       **Term and Termination**

11.1       This Agreement remains in effect for the duration of the Subscription Term unless terminated earlier under the conditions described in the **Zenoo Terms & Conditions**.

12       **Miscellaneous**

12.1       For governing law, assignment, notices, dispute resolution, publicity, and other administrative provisions, refer to the **Zenoo Terms & Conditions**.

13       **Execution and Signatures**

13.1       This Agreement may be signed in counterparts and delivered electronically. By signing below, each party agrees to be bound by the terms of this Master Service Agreement and the documents incorporated by reference, including:

13.1.1       Zenoo Terms & Conditions (dated 03/06/25)

13.1.2       Zenoo Support Services Document (dated 03/06/25)

13.1.3       Zenoo Data Processing Addendum (dated 03/06/25)

**Signed for and on behalf of Zenoo Ltd**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**Signed for and on behalf of [Customer Name]**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Signature: \_\_\_\_\_