

ZYNTRALYNK INC.

TERMS AND CONDITIONS

Effective Date: August 21, 2026

Important: These Terms are intended as a general commercial baseline for Zyntralynk's software and AI-enabled SAP solutions. They should be reviewed by qualified legal counsel before being relied upon for production contracting or regulatory compliance.

1. Acceptance of Terms

These Terms and Conditions ("Terms") govern access to and use of the Zyntralynk software, applications, AI-enabled agents, integrations, documentation, support services, and related offerings (collectively, the "Services"). By purchasing, accessing, deploying, configuring, or using the Services, the customer or other authorized user ("Customer") agrees to these Terms. If a separate written agreement between Zyntralynk Inc. ("Zyntralynk") and Customer applies to the Services, that agreement will control to the extent of any conflict.

2. Description of the Services

Zyntralynk provides enterprise software and AI-enabled capabilities designed to support SAP-related business processes, including monitoring, analysis, recommendations, workflow orchestration, governance, observability, auditability, and, where configured and authorized by Customer, automated actions. Certain solutions may interact with SAP systems, SAP BTP, SAP Joule or Joule Studio, APIs, business data, master data, workflow services, and other third-party systems.

3. Customer Authorization and Responsibilities

Customer is responsible for determining which systems, users, roles, data, transactions, and actions the Services may access or perform. Customer will maintain appropriate identity and access controls, segregation of duties, approvals, system authorizations, backups, change controls, and security policies. Customer is responsible for the accuracy and legality of data supplied to the Services and for obtaining all rights and permissions required for its use. Customer must not use the Services in violation of applicable law, third-party rights, SAP license terms, or Customer's own contractual obligations.

4. AI-Enabled and Autonomous Functionality

Some Services may use artificial intelligence, machine learning, large language models, rules, or agentic workflows to generate analyses, recommendations, classifications, or actions. AI outputs may be probabilistic and may not always be complete, accurate, or suitable for every circumstance. Customer is responsible for selecting appropriate levels of human review and approval based on business impact and risk. Zyntralynk does not represent that AI-generated output will be error-free. Customer should not configure autonomous actions beyond the permissions, controls, testing, and governance appropriate for its environment.

5. SAP and Third-Party Products

SAP, SAP BTP, SAP Joule, and other SAP products are products of SAP or its affiliates. Zyntralynk is an independent provider unless expressly stated otherwise in an applicable agreement. The Services may require

separately licensed SAP or third-party products. Customer is responsible for obtaining and maintaining all required third-party licenses, subscriptions, connectivity, and permissions. Zyntralynk is not responsible for changes, outages, restrictions, or defects in third-party products or services that are outside Zyntralynk's control.

6. License and Permitted Use

Subject to payment of applicable fees and compliance with these Terms, Zyntralynk grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right during the applicable subscription or order term to access and use the Services for Customer's internal business purposes. Customer may not reverse engineer, decompile, copy, resell, rent, distribute, circumvent technical restrictions in, or use the Services to create a competing product, except to the extent such restriction is prohibited by applicable law.

7. Intellectual Property

Zyntralynk and its licensors retain all right, title, and interest in and to the Services, including software, models, workflows, templates, documentation, designs, methodologies, improvements, and related intellectual property. Customer retains ownership of Customer data. No ownership rights are transferred except as expressly stated in a written agreement.

8. Customer Data and Confidentiality

Customer retains its rights in data submitted to or processed through the Services ("Customer Data"). Zyntralynk will use Customer Data only as necessary to provide, secure, support, and improve the Services as permitted by the applicable agreement and law. Each party will protect the other party's non-public confidential information using reasonable safeguards and will use such information only for purposes related to the business relationship, except where disclosure is required by law.

9. Security and Access

Zyntralynk will use commercially reasonable administrative, technical, and organizational safeguards appropriate to the nature of the Services. Customer remains responsible for security within Customer-controlled systems and for credentials, roles, permissions, network configurations, and endpoints under Customer's control. Customer will promptly notify Zyntralynk of suspected unauthorized use of the Services or compromised credentials relevant to the Services.

10. Audit Logs and Monitoring

Where supported by the applicable solution, the Services may generate logs or records relating to agent decisions, recommendations, system interactions, approvals, and actions. Such records are intended to support operational monitoring and governance but do not replace Customer's regulatory, financial, security, or legal recordkeeping obligations. Customer is responsible for determining appropriate retention, review, and evidentiary requirements.

11. Fees, Orders, and Taxes

Fees, subscription terms, usage limits, payment terms, and other commercial conditions will be specified in an order form, SAP Store transaction, statement of work, or other purchasing document. Unless stated otherwise, fees are exclusive of applicable taxes. Customer is responsible for applicable sales, use, value-added, or similar taxes, excluding taxes based on Zyntralynk's net income.

12. Support and Service Changes

Support, maintenance, service levels, and implementation services, if applicable, will be provided as described in the relevant order, service description, or support policy. Zyntralynk may update the Services from time to time, including to improve security, reliability, functionality, or compatibility, provided that Zyntralynk will not materially reduce purchased core functionality during an active subscription without reasonable justification or an appropriate remedy.

13. Suspension and Termination

Zyntralynk may suspend access where reasonably necessary to address a security threat, unlawful use, material breach, non-payment, or risk to the Services or other customers. Either party may terminate as permitted by the applicable order or written agreement. Upon expiration or termination, Customer's right to use the Services ends, subject to any agreed transition or data-export period. Provisions that by their nature should survive termination will survive.

14. Warranties and Disclaimers

Zyntralynk warrants that it will provide the Services in a professional and workmanlike manner. EXCEPT AS EXPRESSLY PROVIDED IN A WRITTEN AGREEMENT, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, ZYNTRALYNK DISCLAIMS IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTY THAT THE SERVICES OR AI OUTPUTS WILL BE UNINTERRUPTED, ERROR-FREE, OR SUITABLE FOR EVERY CUSTOMER PROCESS.

15. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS, REVENUE, BUSINESS, OR DATA, ARISING FROM OR RELATED TO THE SERVICES. EXCEPT FOR LIABILITY THAT CANNOT LAWFULLY BE LIMITED AND UNLESS A DIFFERENT LIMIT IS STATED IN A SIGNED AGREEMENT, EACH PARTY'S AGGREGATE LIABILITY ARISING FROM OR RELATED TO THE SERVICES WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE BY CUSTOMER TO ZYNTRALYNK FOR THE AFFECTED SERVICES DURING THE TWELVE MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

16. Compliance with Laws

Each party will comply with laws applicable to its performance under these Terms. Customer will not use the Services for unlawful, fraudulent, or unauthorized purposes or in a manner that violates applicable export control or sanctions requirements. Customer is responsible for assessing any industry-specific, regulatory, privacy, financial-control, or record-retention obligations applicable to its use of the Services.

17. Indemnification

To the extent specified in an applicable written agreement, the parties may have indemnification obligations relating to third-party claims. In the absence of such an agreement, Customer will be responsible for claims arising from Customer's unlawful use of the Services, Customer Data supplied without required rights, or configurations and actions initiated by Customer in violation of these Terms.

18. Changes to These Terms

Zyntralynk may update these Terms from time to time to reflect changes in the Services, law, security requirements, or business practices. Material changes will apply prospectively and will be identified by an updated effective date. If an order or signed agreement requires different notice or amendment procedures, those procedures will control.

19. Governing Law

Unless otherwise stated in a signed agreement, these Terms are governed by the laws of the State of Delaware, United States, without regard to conflict-of-law principles. The parties consent to the exclusive jurisdiction of the state and federal courts having jurisdiction over disputes arising under these Terms, subject to any mandatory law that requires otherwise.

20. Contact

Questions about these Terms or the Services may be directed to Zyntralynk Inc. through the contact information published on its official website at www.zyntralynk.com.

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