



Marketplace

## ZOHO MARKETPLACE VENDOR AGREEMENT

THIS ZOHO MARKETPLACE VENDOR AGREEMENT (“AGREEMENT”) IS AN AGREEMENT BETWEEN YOU OR THE ENTITY THAT YOU REPRESENT (HEREINAFTER “YOU” OR “YOUR”) AND ZOHO CORPORATION (HEREINAFTER “ZOHO”) GOVERNING YOUR USE OF ZOHO MARKETPLACE AS A VENDOR FOR LISTING YOUR ADD-ONS, EXTENSIONS AND INTEGRATIONS (HEREINAFTER “APPLICATIONS”).

### 1. Zoho Marketplace

Zoho Marketplace is a platform that lets vendor post their applications on Zoho Marketplace for use by the customers of Zoho Services (“Customers”). As a vendor, you may charge a fee for your Application or offer it free of charge under certain circumstances. If you choose to offer your Application for a fee in Zoho Marketplace, you have the option to designate whether Customers should order your Applications through Zoho’s ordering and licensing management system or obtain the license directly from you. You understand that Zoho may charge you a non-refundable annual fee for listing your Application in the Zoho Marketplace.

### 2. Listing your Applications in Zoho Marketplace

2.1 Approval Process: Your Application will be subjected to approval process established by Zoho prior to being listed on the Zoho Marketplace. You will be required to address and fix any issues identified by Zoho during the approval process within a reasonable timeframe prescribed by Zoho. Upon successful completion of the review and approval process, the submitted Applications will be listed on Zoho Marketplace. You understand that Zoho reserves the right to change the review standards and processes in its sole discretion.

2.2 Delivery of Application: Prior to the initial availability date that you designate for your Application in Zoho Marketplace, you are required to deliver the Application along with information such as title, description, icon, logo and trademarks that Zoho reasonably requests from you with respect to such

Application. You are responsible for providing accurate information relating to your Application. If any information that you have provided is inaccurate, you will promptly provide Zoho with accurate information. Notwithstanding the foregoing, if Zoho is not hosting your Applications, you are not required to deliver your Application itself. However, you are still obligated to provide other Application related information requested by Zoho.

2.3 Financial Terms: If you choose to distribute your Applications for a fee through Zoho's ordering and licensing management system, you are required to contact Zoho for entering into a suitable agreement that outlines the applicable listing fees and other details such as Zoho's marketing commitments with respect to the promotion of your Applications.

2.4 License Grant to Zoho: If Zoho chooses to list your Application in the Zoho Marketplace, you hereby grant Zoho, a non-exclusive, royalty-free (subject to payment of listing fees, if any), worldwide license to

2.4.1 Resell, distribute or make available your Application through the Zoho Marketplace to Customers by all means of electronic distribution available now or in the future;

2.4.2 Use, reproduce, advertise, promote, transmit, publicly display and publicly perform the Applications in any and all digital and other formats for promotional purposes in connection with your listing on the Zoho Marketplace;

2.4.3 To use, store, copy and distribute your Application (i) for testing and evaluation purposes; (ii) for purposes of exercising Zoho's rights and fulfilling Zoho's obligations hereunder; and (iii) for the purposes of enforcing this Agreement.

2.5 End User License Agreement: You are solely responsible for making the license terms of your Application ("End User License Agreement" or "EULA") known to Customers. You must ensure that your EULA (i) specify that you are the licensor of your Application and that Zoho is not a party to your EULA; and (ii) comply with the terms and conditions of this Agreement. You acknowledge that Zoho does not and will not have any responsibility or liability related to compliance or non-compliance by you or any Customer with respect to an EULA.

2.6 Compliance: You shall ensure that your Applications comply with the terms of this Agreement, all applicable laws, including terms and conditions applicable for, creation or operation of Applications, SDK usage, API call limitations, etc. The terms and conditions of this Agreement will control in the event of any direct conflict with the terms and conditions mentioned herein.

### **3. Your Support Obligations**

You agree to use commercially reasonable efforts to provide chat, email and/or telephone support to Customers with respect to their use of Applications. You acknowledge that you are solely responsible for providing adequate support to Customers and Zoho is in no way responsible for supporting your Applications. You shall provide to Zoho a current email address to which Zoho may direct support inquiries from Customers with respect to your applications. If you receive a support request from Zoho or Customers, you shall respond to such request within four (4) days. In cases where we identify an issue to be critical, you agree to respond within six (6) hours from the time of receiving our support request.

### **4. Restrictions and Responsibilities**

4.1 You represent and warrant that you have full power and authority to enter into this Agreement and that all information you provide to Zoho is and will be true, accurate and complete;

4.2 You represent and warrant that all intellectual property rights in and to the Applications submitted for listing in Zoho Marketplace are duly licensed or owned by you. You specifically warrant that you have not copied the script or logic for the Application from applications developed by other vendors. You are solely responsible for ensuring that your Application does not violate any third-party rights (including intellectual property rights and rights of privacy or publicity) or any laws or regulations;

4.3 If you publish your Application with any data, you represent that such data is duly licensed or owned by you. You also understand that by licensing an Application along with data, you grant the Customers a license to use such data;

4.4 You agree not to use irrelevant tags, descriptions and screenshots for Applications submitted by you for listing on Zoho Marketplace;

4.5 You acknowledge that other vendors may develop and post similar or otherwise competing applications. You agree not to make any intellectual property right infringement claims against such vendors with respect to the similar or competing applications independently developed by them;

4.6 You agree to include any attributions, copyright information and other notices, terms and conditions that may be required to be provided to Customers based on your use of third party "open source" software or other third party intellectual property in any Application. Zoho's exploitation (in any manner as permitted hereunder) of any Application will not subject it to, or cause it to violate, any open source or

other third-party terms or agreements of any kind;

4.7 You may grant Customers the right to modify your Applications. If you permit the Customers to modify the Applications, you are entirely responsible for entering into a suitable agreement with them;

4.8 You agree not to post any Application that may be used for any illegal purpose;

4.9 You are solely responsible for ensuring that your Application will not transmit any viruses, worms, malware or other harmful code;

4.10 You agree not to take any action that interferes with, damage or create a load on Zoho Marketplace;

4.11 You agree not to make any representations with respect to Zoho Marketplace or your Applications that violates any law;

4.12 You agree to conduct yourself in a professional manner and not to disparage the goodwill of Zoho or Zoho Marketplace.

## 5. Additional Terms

5.1 Zoho Independent Development: You understand and acknowledge that Zoho may be independently creating features, applications, content, products or services that may be similar to or competitive with your Applications ("Zoho Applications") and nothing in this Agreement will be construed as restricting or preventing Zoho from doing so.

5.2 Ownership: You retain ownership of any intellectual property rights in your Applications. Zoho owns all rights, title, and interest, including all intellectual property rights in Zoho Applications, Zoho Services, APIs, documentation, Zoho Trademarks and Zoho Marketplace ("Zoho Materials").

5.3 Feedback: You may provide Zoho with comments concerning the Applications, Zoho Applications or Zoho Marketplace (collectively, "Feedback"). You hereby grant Zoho all rights, title and ownership of such Feedback (including all intellectual property rights therein), and Zoho may use the Feedback for any and all commercial and non-commercial purposes with no obligation of any kind to you.

5.4 Trademarks: Your use of any of Zoho's trademarks, logos or trade names (collectively, "Zoho Marks") must comply with the any guidelines published by Zoho with respect to use of the Zoho Marks. You may not modify or alter the Zoho Marks or use them in a confusing way, including without limitation suggesting any sponsorship or endorsement by Zoho. You may not use the Zoho Marks, or any part thereof, as part

of your company name, trademarks or service marks. Zoho may terminate your license to use the Zoho Marks at any time for any or no reason.

**5.5 Zoho's Control of Marketplace:** Zoho may, in its sole discretion, determine whether to make available or list an Application in the Zoho Marketplace. Zoho may, in its sole discretion, stop any transaction, remove any Application or take other actions as needed to restrict access to or availability of any Application that does not comply with this Agreement or that otherwise might adversely affect Zoho or the Customers. Inclusion of you Application in the Zoho Marketplace does not relieve you of your responsibility to comply with applicable laws or the obligations specified in this Agreement.

**5.6 Zoho's Marketplace Operations:** Zoho maintains sole discretion to determine all features and operations of the Zoho Marketplace. You acknowledge that Zoho has no obligation to promote, distribute or list any Application, or to continue to do so. With respect to the payments that is processed through Zoho's ordering and licensing management system, Zoho is responsible for and has sole discretion related to collecting payments, addressing requests for refunds, and providing customer service related to its obligations. Zoho will have sole ownership and control of all distribution and other data Zoho obtains from Customers in connection with the Zoho Marketplace, but will make available certain information to you, subject to Section 5.7.

**5.7 Privacy of Customer information:** As part of offering your Applications on Zoho Marketplace, (i) you may collect certain information from Customers some of which may include personally identifiable information ("Vendor Collected Customer Data"); and (ii) Zoho may share with you certain personally identifiable information of Customers such as name, company name, physical address, email address and phone number ("Zoho Collected Customer Data") ("Vendor Collected Customer Data" and "Zoho Collected Customer Data" is hereby called "Customer Data").

With respect to your use of Customer Data, you agree to:

1. Maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data in accordance with industry standards;
2. Take all commercially reasonable and appropriate legal, organizational, and technical measures to protect Customer Data against (a) accidental or unlawful destruction (b) accidental loss, alteration or processing, and (c) unauthorized disclosure or access;
3. Comply with all applicable general privacy and data security laws;

4. Use Customer Data solely as permitted under this Agreement and for such other purposes solely as permitted by Customers;
5. Not disclose any Customer Data except as compelled by law or as expressly permitted in writing by Customers;
6. Provide legally adequate privacy notices to Customers and obtain all necessary consents in accordance with applicable general privacy and data security laws;
7. Inform Customers that Zoho is not responsible for the privacy, security or integrity of Vendor Collected Customer Data; and
8. Execute data protection agreement(s), upon request from Zoho, to ensure compliance with applicable general privacy and data security laws.

5.8 Rating and Review of your Applications: Zoho Marketplace allows Customers to rate and review Applications posted on Zoho Marketplace. The ratings and reviews will be prominently displayed in the Zoho Marketplace in various forms (aggregated, categorized or raw display of the ratings and reviews). The purpose of the ratings and reviews system is to provide a way for Customers to share their feedback about an Application on the Zoho Marketplace.

5.9 Aggregated information: Zoho may collect aggregate information, excluding any personally identifiable information with respect to the Zoho Marketplace and your Applications. Zoho reserves the right to exploit and use such aggregated information without any restrictions.

5.10 Export: You represent, warrant and certify to Zoho that you will comply with all applicable export Laws.

## 6. Disclaimer of Warranties

ZOHO MATERIALS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS". ZOHO AND ITS THIRD-PARTY LICENSORS DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND GUARANTEES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR ANY PURPOSE. ZOHO MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE (I) THAT USE OF ZOHO MATERIALS WILL BE UNINTERRUPTED, ERROR-FREE OR MEET YOUR REQUIREMENTS OR EXPECTATIONS OR (II) THAT ZOHO WILL CONTINUE TO OFFER ZOHO MATERIALS.

## 7. Limitation of Liability

EXCEPT FOR YOUR (I) INDEMNIFICATION OBLIGATIONS UNDER SECTION 8 OR (II) BREACH OF OBLIGATIONS UNDER SECTION 4, OR (III) INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF ZOHO'S INTELLECTUAL PROPERTY: (A) NEITHER YOU NOR ZOHO SHALL 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, EVEN IF YOU OR WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) IN NO EVENT SHALL EITHER YOUR OR ZOHO'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE ZOHO MARKETPLACE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED ZOHO'S MARGIN IN THE TWELVE-MONTH PERIOD PRECEDING THE CLAIM. FOR THE PURPOSES OF THIS AGREEMENT, "ZOHO'S MARGIN" MEANS THE AMOUNTS RECEIVED BY ZOHO FROM DISTRIBUTION OF YOUR APPLICATION VIA ZOHO'S ORDERING AND LICENSING MANAGEMENT SYSTEM, MINUS THE AMOUNT ZOHO HAS PAID YOU.

## 8. Indemnification

You agree to indemnify, defend and hold Zoho and its subsidiaries (including its respective affiliates, officers, directors, employees, contractors and assigns) harmless from and against any loss, claim, liability, damage, action or cause of action (including reasonable attorneys' fees) arising out of any claim relating to any Applications or the use of Applications (including any claims made by or arising from Customers), or from any breach of your representations, warranties or obligations set forth in this Agreement (individually, a "Claim," and collectively, the "Claims"). You agree not to settle a Claim without Zoho's prior written consent, which may not be unreasonably withheld.

## 9. Confidentiality

As part of your participation in the Zoho Marketplace, you may be given access to certain non-public information ("Zoho Confidential Information"), which is confidential and proprietary to Zoho. You may use Zoho Confidential Information only as necessary in exercising your rights granted in this Agreement. You agree not to disclose Zoho Confidential Information without Zoho's prior written consent. You agree that you will protect Zoho Confidential Information from unauthorized use, access, or disclosure in the same manner that you would protect your own confidential and proprietary information of a similar nature and in any event with no less than a reasonable degree of care.

## 10. Changes

We may modify the Agreement upon notice to you at any time through a service announcement or by sending email to your primary email address. If we make significant changes to this Agreement that affect your rights, you will be provided with at least 30 days advance notice of the changes by email to your primary email address. If you do not agree to any of the proposed changes, you may terminate this Agreement within 30 days of being notified of the availability of the modified Agreement by (i) providing written notice of termination; and (ii) withdrawing all your Applications from the Zoho Marketplace. Your continued participation in the Zoho Marketplace after the effective date of any change to the Agreement will be deemed to be your acceptance to the modified Agreement.

## 11. Term and Termination

1. This Agreement will remain in effect until terminated by you or Zoho. Either party may terminate this Agreement and access to your account at any time by providing thirty (30) days advance written notice to the other party. In addition, either party may terminate this Agreement immediately upon written notice to the other party if the other party (i) becomes the subject of a petition in bankruptcy or other proceeding relating to insolvency, or makes an assignment for the benefit of creditors, or (ii) materially breaches any of its obligations under this Agreement and does not cure such breach within thirty (30) days of receiving notice of such breach, or (iii) breaches its confidentiality obligations under this Agreement, or (iv) infringes or misappropriates the terminating party's intellectual property rights.

2. Notwithstanding anything to the contrary in this Agreement, immediately upon notice to you, Zoho may also terminate this Agreement (and/or terminate or suspend either your account on the Zoho Marketplace or this Agreement with respect to any particular Application), if (i) Zoho ceases to operate the Zoho Marketplace, or (ii) you violate Zoho Terms of Service or the Zoho certification guidelines, or (iii) Zoho determines (in its discretion) that your participation in the Zoho Marketplace could result in legal or business liability to Zoho or any third party or otherwise harm Zoho Marketplace or other Zoho Marketplace vendors or Customers.

3. Effect of Termination: Following any termination or expiration of this Agreement or withdrawal of your Applications from the Zoho Marketplace, (i) you agree to arrange for ongoing support and maintenance for a period of six (6) months for Customers who have purchased your Applications through the Zoho Marketplace; and (ii) Zoho may, in its discretion, un-list your Applications from the Zoho Marketplace. Termination of this Agreement does not affect the license rights of Customers who have purchased or installed your Applications or change your obligation to support such Applications. All terms

and provisions of this Agreement, including any and all amendments hereto, which by their nature are intended to survive any termination or expiration of this Agreement, shall so survive.

## **12. Arbitration**

In the event of any controversy or claim arising out of or relating to this Agreement, the parties hereto shall consult and negotiate in good faith with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to both parties. If the parties do not reach a settlement within a period of 60 days, any unresolved controversy or claim arising out of or relating to this Agreement shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The decision of the arbitrator shall be final and unappealable. The arbitration shall be conducted in California and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Notwithstanding anything to the contrary, Zoho may at any time seek injunctions or other forms of equitable relief from any court of competent jurisdiction.

## **13. Governing Law**

This Agreement shall be construed, interpreted and governed by the laws of the State of California exclusive of its conflicts of law provisions. The parties irrevocably submit to the jurisdiction of Alameda County, California and waive any claim in respect of inconvenience thereof.

## **14. General**

This Agreement constitutes the entire agreement between you and Zoho with respect to its subject matter and supersedes and merges all prior proposals, understandings and communications. This Agreement may not be amended except in writing signed by both parties or as provided in Section 10 (Changes) above. If any provision of this Agreement is held invalid by a court with jurisdiction over the parties to this Agreement, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable Laws, and the remainder of this Agreement will remain in full force and effect. Each party will bear its own costs and expenses in performing this Agreement. You acknowledge and agree that Zoho's affiliates, contractors and service providers may exercise all rights of Zoho under this Agreement, including Zoho's license rights. Any waiver or modification of this Agreement shall only be effective if it is in writing and signed by both parties hereto. You may not assign, transfer or delegate any right or obligations under this Agreement and any non-

permitted assignment is void. Zoho may assign this Agreement and its rights and obligations to any of its affiliates or in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of its assets or voting securities to which this Agreement relate. This Agreement does not create or imply any partnership, agency or joint venture.

[support@zoho.com](mailto:support@zoho.com)



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