

## Master Subscription Terms and Conditions

These master subscription terms and conditions (including the Addendums) ("**Master Terms**") are entered into as of the date of the last party to sign the first Order placed under these Master Terms ("**Effective Date**") and are between the entity described as Sitecore on such Order ("**Sitecore**") and the entity described as Customer on such Order ("**Customer**").

These Master Terms apply to Orders entered into between Sitecore and Customer. The term "Order" is defined in Section 1 below. All Orders will be governed by the terms and conditions contained in these Master Terms. Orders may relate to one or more of the Sitecore Products or Services listed in the table below. These Master Terms, together with the DPA and all Orders, constitute the "**Agreement**" between the parties.

Sitecore Product or Service	Description
SaaS Products	<p>This Sitecore Product relates to Sitecore's subscription-based software-as-a-service products, including any Sitecore Technology made available to Customer as part of the SaaS Products.</p> <p>Orders including SaaS Products will additionally be governed by the terms and conditions in Addendum A and the DPA.</p>
Hosted Services	<p>This Service relates to Sitecore's subscription-based platform-as-a-service, infrastructure-as-a-service, or other cloud hosting services, including any Sitecore Technology made available to Customer as part of the Hosted Services.</p> <p>Orders including Hosted Services will additionally be governed by the terms and conditions in Addendum A and the DPA.</p>
Software	<p>This Sitecore Product relates to Sitecore's subscription-based on-premise software products, including any patches, updates or upgrades provided by Sitecore.</p> <p>Orders including Software will additionally be governed by the terms and conditions in Addendum B.</p>
Consulting Services	<p>This Service relates to professional consulting services, whether provided remotely or onsite at Customer facilities.</p> <p>Orders including Consulting Services will additionally be governed by the terms and conditions in Addendum C.</p>
Training Services	<p>This Service relates to professional training services, including remote training, web-based training, and onsite classes. Training Services may consist of participating in publicly available classes, scheduling Customer-specific training, or subscribing to eLearning classes.</p> <p>Orders including Training Services will additionally be governed by the terms and conditions in Addendum D.</p>

## GENERAL TERMS AND CONDITIONS RELEVANT TO ALL ORDERS

- 1) **FRAMEWORK.** These Master Terms act as a framework agreement under which the parties can enter into Orders. An “**Order**” consists of an order form for one or more Sitecore Products and Services which is separately executed by Sitecore and Customer on or after the Effective Date and which states its intention to be governed by these Master Terms. An Order may incorporate attachments or exhibits that contain additional information relevant to a particular Sitecore Product or Service. Affiliates of the parties may agree to operate under these Master Terms, and in such event, the Affiliates may enter into an Order (“**Affiliate Order**”) and agree to be bound by these Master Terms. The Affiliate Order, and any further Affiliate Orders entered in between such parties, shall form a separate “Agreement” between the parties thereto, and in such regard references to the parties in these Master Terms and DPA (if applicable) shall be construed as references to the parties to the Affiliate Order.
- 2) **THIRD PARTY ACCESS AND RIGHTS**
  - a) **Affiliate use rights.** Where specifically stated in the Order (as part of the Permitted Usage or otherwise), Customer may authorize its Affiliates to use and access the Sitecore Products and Services provided under such Order. Customer shall ensure compliance with the Agreement by any such Affiliates and is responsible for and fully liable for the acts or omissions of such Affiliate as if it were Customer’s acts or omissions.
  - b) **Authorized Third Parties.** Customer may permit Authorized Third Parties to assist Customer in the access, implementation and use of the Sitecore Products and Hosted Services, provided such activities are for the direct benefit of Customer (and not any third party) and within the scope of Customer’s own usage rights under the Agreement. Customer shall ensure compliance with the Agreement by its Authorized Third Parties and is responsible for and fully liable for the acts or omissions of its Authorized Third Parties as if it were Customer’s acts or omissions.
  - c) **No Third-Party Rights.** Nothing in the Agreement confers on any third party the right to enforce any provision of the Agreement. Except as provided for above in this Section, each Order only permits use by and for the legal entity defined as the Customer.
- 3) **RESTRICTIONS ON USE.** Except as specifically authorized under the Agreement, by applicable law or by Sitecore in writing, Customer will not (i) modify, disclose, disassemble, decompress, reverse compile, reverse assemble, reverse engineer, or translate the Sitecore Products, Services or Documentation, (ii) rent, lease, lend, distribute, sell, assign, license, or otherwise transfer the Sitecore Products, Services, Documentation or any portion thereof, or (iii) create any derivative works of the Sitecore Products, Services or Documentation.
- 4) **SUPPORT**
  - a) For each Order including Sitecore Products and/or Hosted Services, Sitecore will provide Support during the applicable Subscription Term.
  - b) Where Customer provides ideas, proposals, improvements or other suggestions about the Sitecore Products or Services through Support (“**Support Feedback**”), Customer grants Sitecore a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use such Support Feedback for the development of Sitecore Products and Services, without restriction and without any compensation due to Customer.
- 5) **WARRANTIES.** Each party represents and warrants that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation or organization, and that it has all requisite power and authority to carry out its obligations described in the Agreement. Additional warranties in relation to the Sitecore Products and Services are addressed in the Addendums to these Master Terms.
- 6) **DISCLAIMER OF WARRANTIES.** Except as expressly set forth in Section 5 and in the warranty sections of the Addendums, or to the extent any warranties implied by law cannot be waived, Sitecore makes no warranty of any kind, whether express or implied, statutory or otherwise. Sitecore expressly disclaims all implied warranties, including but not limited to any implied warranties of merchantability, non-

infringement, fitness for a particular purpose or any warranties arising from course of dealing. Sitecore also expressly disclaims any and all express, implied or statutory warranties that the Sitecore Products and Services will meet customer's requirements, or that the operation of the Sitecore Products or Services will be uninterrupted or error free. The disclaimers in this Section will apply to the maximum extent permitted by applicable law. Customer may have other statutory rights under applicable law, in which case any such statutorily required warranties will be limited to the shortest period permitted by law.

7) **THIRD PARTY TECHNOLOGY.** Any implementation of Third Party Technology, including any exchange of data between the Third Party Technology and the Sitecore Products and Services, is the sole responsibility of Customer. Sitecore makes no warranties as to the Third Party Technology or its integration or compatibility with the Sitecore Products and Services, and Sitecore is not responsible for any disclosure, modification or deletion of Customer Data caused by the Third Party Technology.

8) **INDEMNITY**

a) Sitecore will defend, indemnify and hold harmless Customer and its respective directors, officers, employees, and agents (the "**Customer Indemnitees**"), from and against any third party claims, losses, damages, suits, fees, judgments, costs and expenses (collectively referred to as "**Customer Claims**"), including reasonable attorneys' fees incurred in responding to such Customer Claims, that the Customer Indemnitees incur as a result of (i) a claim that any Sitecore Product, Services, Training Material or Deliverable (collectively "**Indemnified Products**") infringes or violates any third party intellectual property right, or (ii) any personal injury (including death) or damage to tangible property resulting from Sitecore or its Personnel's acts or omissions. Notwithstanding the foregoing, the following shall apply in respect of any Customer Claims:

i) Sitecore will have no obligation or liability for that portion of any Customer Claims of infringement arising out of or in connection with: (i) where the Indemnified Product is Software, use of a superseded version of the Software if the infringement would have been avoided by the use of an updated release of such Software; (ii) the combination, operation or use of the Indemnified Product with any software, hardware or other materials not furnished by Sitecore; (iii) any modification of the Indemnified Product not performed by Sitecore; or (iv) any breach by Customer of the Agreement, if the infringement would have been avoided by Customer not breaching the Agreement;

ii) If Sitecore reasonably believes Customer's use of an Indemnified Product may be endangered or disrupted, Sitecore may: (i) modify the Indemnified Product so as to provide Customer with a functionally equivalent and non-infringing product; or (ii) obtain a license or access rights for Customer to continue use of the Indemnified Product for the Subscription Term at no additional cost to Customer; or (iii) if Sitecore in its sole discretion determines that neither of the foregoing alternatives is commercially reasonable, then Sitecore may at its option terminate Customer's licence to use the Indemnified Product or terminate the applicable Order and promptly refund the pro rata portion of the fees paid by Customer for the applicable Indemnified Product or terminated Order (as applicable) for the applicable Subscription Term; and

iii) to the maximum extent permitted by applicable law, this Section states Sitecore's entire liability and Customer's exclusive remedy for claims of intellectual property infringement.

b) Customer must (i) provide reasonably prompt written notice of any Customer Claim to Sitecore, (ii) allow Sitecore to assume complete control of the defense or settlement of any Customer Claim, and (iii) provide reasonable cooperation and assistance. Customer may participate at its own expense using counsel of its choice. Customer's failure to perform any obligations under this paragraph (b) will not relieve Sitecore of its obligations under this Section unless Sitecore can demonstrate that it has been materially prejudiced as a result of such failure. Furthermore, Sitecore may not settle any Customer Claim without Customer's prior written consent (which such consent shall not be unreasonably withheld, conditioned or delayed) if such settlement (i) contains a stipulation to or an admission or acknowledgement of any liability or wrongdoing on the part of Customer, or (ii) imposes any obligation or liability upon Customer.

## 9) LIMITATION OF LIABILITY

- a) Neither party will be liable for any indirect, incidental, special, consequential, punitive or exemplary damages arising out of or related to the Agreement under any legal theory, even if the party has been advised of, knows of, or should have known of, the possibility of such damages.
- b) Subject to Section 9(c)-(d) below, neither party's aggregate liability under or in relation to the Agreement will exceed the amount of fees paid by Customer for Sitecore Products and Services under the Agreement in the twelve months preceding the first incident giving rise to liability under the Agreement ("General Liability Cap").
- c) Sitecore's aggregate liability under the Agreement for the unauthorized use or disclosure of Personal Data, insofar as it is directly and solely resulting from breach of the DPA, will not exceed two times the General Liability Cap.
- d) The exclusions and limits of liability in this Section 9 will not apply to: (i) either party's indemnification obligations under the Agreement; (ii) Customer's violation of the Sitecore Usage Policy; (iii) Customer's use outside the scope of the licences or access rights granted by Sitecore in the Agreement; and (iv) Customer's failure to pay the fees when due under the Agreement. Furthermore, nothing herein will limit a party's liability for that party's wilful misconduct or fraud, or anything else that may not by law be limited or excluded.

- 10) **CONFIDENTIAL INFORMATION.** The term "**Confidential Information**" means all information disclosed in written, oral, electronic, visual or other form by either party (each a "**Disclosing Party**") to the other party ("**Recipient**") and either (a) marked or designated as "confidential" or "proprietary" at the time of disclosure or (b) disclosed in circumstances under which a reasonable person would understand it is to be treated as confidential. Confidential Information does not include information that (i) is or becomes a matter of public knowledge through no fault of the Recipient, (ii) was rightfully in the Recipient's possession free of any obligation of confidence, (iii) was rightfully disclosed to Recipient by a third party without restriction as to use or disclosure, or (iv) is independently developed by Recipient without use of or reference to Disclosing Party's Confidential Information. Recipient will hold the Confidential Information received from the Disclosing Party in confidence and will not, directly or indirectly, disclose it to any other person or entity except to Recipient's and its Affiliates' employees and independent contractors who have (x) a need to know, (y) been notified that such information is Confidential Information, and (z) entered into binding confidentiality obligations no less protective of the Disclosing Party than the Agreement. Recipient will protect the Disclosing Party's Confidential Information by using the same degree of care as Recipient uses to protect its own confidential or proprietary information of a like nature (but not less than a reasonable degree of care). Recipient will promptly notify the Disclosing Party upon learning of any misappropriation or misuse of Confidential Information disclosed hereunder. Notwithstanding the foregoing, Recipient will be permitted to disclose Confidential Information pursuant to any statutory or regulatory authority or court order, provided that Recipient provides the Disclosing Party prompt prior notice (to the extent legally permitted to do so), and the scope of such disclosure is limited to the extent possible. For the avoidance of doubt, Customer Data shall be subject to the terms of the DPA and not this Section 10.

## 11) TERM AND TERMINATION

- a) **Term.** The Agreement will commence on the Effective Date and continue unless earlier terminated in accordance with this Section (the "**Term**"). Each Order will come into force and effect as of its effective date as described therein and continue for its Subscription Term (or other duration identified in the Order) unless terminated in accordance with this Section.
- b) **Termination for Breach.** Either party may terminate the Agreement and any active Order if the other party commits a material breach of the Agreement and either (i) fails to cure that breach within 30 days following receipt of written notice from the non-breaching party, or (ii) such breach is not capable of remedy. For purposes of clarity, a party may choose to terminate only the applicable Order if the breach event was limited to the substance of that Order. If either party terminates the Agreement for breach, all active Orders will also terminate.

- c) **Termination for Insolvency.** Either party may terminate the Agreement by providing written notice to the other party if: (i) the other party files a voluntary petition in bankruptcy or an involuntary petition is filed against it; (ii) a trustee or receiver is appointed by a court for all or a substantial portion of the assets of the other party; (iii) the other party becomes insolvent, suspends business, or ceases to conduct its business in the ordinary course; or (iv) the other party makes an assignment of its assets for the benefit of its creditors.
- d) **Termination where no active Orders.** Either party may terminate the Agreement by providing written notice to the other party where there are no active Orders in place between the parties.
- e) **Effect of Termination.** Upon termination or expiry of any Order, the license and access rights applicable to such Order will immediately terminate. Upon termination or expiry of the Agreement, those provisions of the Agreement which by their nature are intended to survive will survive termination. Termination or expiry of the Agreement or any Order will not affect the accrued rights and obligations of the parties as at the date of expiry or termination. In the event Sitecore terminates the Agreement or any Order for Customer's material breach or insolvency, Customer is still obligated to pay any fees which have accrued prior to termination. In the event Customer terminates an Order for Sitecore's material breach or insolvency, Sitecore will refund the pro-rata share of any fees Customer has prepaid for the applicable Subscription Term under the Order.

## 12) PRICING, INVOICING AND TAXES

- a) **Payment of fees.** The fees will be set forth in the applicable Order. Unless otherwise set forth in the applicable Order, payment terms for all fees are net 30 days from the date of a valid invoice issued by Sitecore. The invoice will be paid in the currency set forth in the applicable Order. An invoice shall be valid where the amounts invoiced are accurate and without regard to other referenced information including but not limited to purchase order number. With respect to a Sitecore Product or Hosted Services, unless otherwise set forth in Addendum B or the applicable Order, if at any time Customer exceeds its then-current Entitlement, then upon 15 days' prior notification Customer will automatically be upgraded to the next applicable pricing tier, and Sitecore will invoice Customer based on its then-current retail prices for such pricing tier. In the event of non-payment by Customer of a valid invoice, if Customer still fails to pay such invoice after being sent a 15 days' reminder notice to pay such invoice, Sitecore may, at its sole discretion, suspend the access or provision of the Sitecore Products and/or Services, or terminate the affected Order.
- b) **Taxes.** Customer will be responsible for sales, use, value-added tax, and excise taxes and any like charges required to be collected by Sitecore with respect to the Sitecore Products and Services provided by Sitecore, and Sitecore will list those taxes and charges as separate line items on Sitecore's invoice. Sitecore will be responsible for all taxes based on the net income of Sitecore or any of its Affiliates. If Customer is exempt from transaction taxes, Customer will provide Sitecore with evidence of such tax-exempt status prior to entering into any Order.
- c) **Interest.** Customer agrees to pay interest calculated at the rate of six percent (6%) per annum or the maximum amount permitted by law, whichever is less, of the total outstanding amount, for the time period the payment remains past due.

- 13) **COMPLIANCE WITH LAWS.** In performing its obligations under the Agreement, each party must comply with all Applicable Laws, including (where SaaS Products are made available, and/or Hosted Services are provided, under an Order) as set forth in the DPA.

## 14) GENERAL

- a) **Anti-Bribery.** Each party will comply with all applicable anti-corruption laws and regulations, including without limitation the US Foreign Corrupt Practices Act of 1977 and the UK Bribery Act of 2010. Each party agrees that it will not, whether directly or through third parties, give, promise or attempt to give, or approve or authorize the giving of, anything of value to any person or any entity for the purpose of (i) securing any improper advantage for Sitecore or Customer, (ii) inducing or influencing a public official improperly to take action or refrain from taking action in order for either party to obtain or retain

business, or to secure the direction of business to either, or (iii) inducing or influencing a public official to use his/her influence with any government or public international organization for such purpose.

- b) **Assignment.** Neither party may assign the Agreement, by operation of law or otherwise, except with the other party's written consent, which will not be unreasonably withheld or delayed, except that:
- i) Customer may assign the Agreement in its entirety, without Sitecore's consent, to a successor (whether by merger, sale of assets, sale of stock, or otherwise), upon written notice to Sitecore, if the assignment does not alter the scope and usage rights and parameters of any of the license(s) granted in the Sitecore Products and Services, and provided the assignee agrees in writing to assume Customer's obligations under the Agreement; and
  - ii) Sitecore may assign the Agreement in its entirety, without Customer's consent, to a successor (whether by merger, sale of assets, sale of stock, or otherwise) or an Affiliate that agrees in writing to assume Sitecore's obligations under the Agreement,

and where any attempted assignment or transfer in violation of this Section will be void and of no force or effect.

- c) **Personnel.** Sitecore will remain responsible for the acts and omissions of its Personnel in performance of the obligations under the Agreement.
- d) **Force Majeure.** Neither party will be in default or otherwise liable for any delay or failure to perform under the Agreement (except payment obligations) if such delay or failure arises by any event beyond its reasonable control, including, but not limited to, work stoppages, acts of war or terrorism, civil or military disturbances, or nuclear or natural catastrophes; provided the non-performing party provides prompt notice to the other party, and such failure or delay could not have been prevented by reasonable precautions. In such event, the non-performing or delayed party will be excused from further performance for as long as such circumstances prevail and such non-performing or delayed party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay. In the event one party's lack of performance under this provision continues for more than 60 days, the other party may terminate the Agreement or the affected Order.
- e) **Relationship of the Parties.** The relationship of the parties hereunder shall be that of independent contractors, and nothing herein shall be deemed or construed to create any employment, agency or fiduciary relationship between the parties. Sitecore will be responsible for the employment, supervision, direction, control and payment of its Personnel, including taxes, deductions and withholdings, compensation and any other legally required benefits. In no event will Personnel be deemed an employee, subcontractor, representative, or agent of Customer.
- f) **Waivers.** All waivers must be in writing and signed by authorized representatives of the parties. Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- g) **Severability.** If any provision of the Agreement is adjudicated to be unenforceable, such provision will be deemed changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.
- h) **Notices.** Each party will send notices to the other party at its address stated in the applicable Order or at an address specified by the receiving party in writing, attention Legal Department. Email notices to Sitecore may be sent to [legalnotice@sitecore.com](mailto:legalnotice@sitecore.com). All notices sent under the Agreement will be in writing, properly addressed, and: (a) mailed by first-class or express mail or certified mail, as applicable, receipt requested; (b) sent by reputable overnight delivery service; (c) sent via email; or (d) personally delivered to the receiving party. Each notice will be deemed given upon receipt of that notice by the other party.
- i) **Entire Agreement; Order of Precedence.** The Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings and communications, whether written or oral ("**Pre-Contractual Statements**"). Each



party acknowledges that in entering into the Agreement (including any Order) it does not rely on any Pre-Contractual Statement made by or on behalf of the other party (whether made innocently or negligently) in relation to the subject matter of the Agreement, except those expressly set out in the Agreement. Each party agrees it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any Pre-Contractual Statement and hereby waives all rights and remedies which might otherwise be available to it in relation thereto. However, nothing in the Agreement shall limit or exclude the liability of either party arising out of any pre-contractual fraudulent misrepresentation or fraudulent concealment. In the event of conflict, the Agreement documents will have the following order of precedence: first the DPA, second these Master Terms, and then the applicable Order. Specific exceptions or amendments to these Master Terms or the DPA may be agreed upon in writing by Customer and Sitecore under a particular Order by specifically referencing the language that the parties agree to override or amend. Exceptions will apply only for the Order in which they are included and will not amend, cancel, or waive any provision of these Master Terms for any other Order. The Agreement may be amended only by a written document signed by both parties specifically noting its intent to amend. Any additional terms or conditions contained in any purchase orders, acknowledgments, invoices, click-through license agreements or other documents delivered, provided, or made available in connection with the Agreement will be of no force and effect, regardless of any failure by Sitecore to object to such terms, provisions or conditions.

- 15) **GOVERNING LAW, JURISDICTION AND GEO-SPECIFIC TERMS.** Governing law, jurisdiction, and other geo-specific terms are specified in Addendum E.
- 16) **DEFINITIONS.** The below terms shall have the meanings given to them in this Section 16. Other terms may be defined elsewhere in these Master Terms or in the DPA or an Order. Terms defined below but not used in these Master Terms may be used in an Order and/or the DPA.
- a) **"Affiliate"** means any person or entity directly or indirectly Controlling, Controlled by, or under common Control with, a party, as of or after the Effective Date, for so long as that relationship is in effect (including affiliates subsequently established by acquisition, merger or otherwise), where **"Control"** means an ownership, voting or similar interest representing more than fifty percent (50%) of the voting shares or otherwise having the power to direct the management of the entity.
  - b) **"Anonymized Data"** means Customer Data that is de-identified such that no person or entity (including but not limited to Customer) can be identified using commercially reasonable technology.
  - c) **"Applicable Laws"** means: (i) in the case of Sitecore, applicable laws, rules, regulations, and ordinances of any governmental body relating to the provision of the Sitecore Products or Services; and/or (ii) in relation to the Customer, applicable laws, rules, regulations, and ordinances of any governmental body relating to the receipt or use of the Sitecore Products or Services by the Customer.
  - d) **"Authorized Third Parties"** means any subcontractors, agents or other third parties authorized by Customer to perform services related to the Sitecore Products or Hosted Services on behalf of Customer.
  - e) **"Consulting Services"** means the professional consulting services described in the table at the beginning of these Master Terms and specified in the relevant Order.
  - f) **"Customer Data"** means any data, content, materials, video, graphics, recordings, or text, including Personal Data, provided to Sitecore by Customer, Customer's Authorized Third Parties, or Customer's customers, through use of the SaaS Products or Hosted Services.
  - g) **"Customer Materials"** means any documents, software, technical information or other materials made available by Customer for Sitecore's use in performing the Consulting Services.
  - h) **"Data Processing Addendum" or "DPA"** means the Sitecore data processing addendum available at <https://www.sitecore.com/legal/dpa> as of the Effective Date.
  - i) **"Deliverables"** means any document, report, code or other tangible development work provided by Sitecore to Customer as part of the Consulting Services under an Order, exclusive of Customer Materials.

- j) **"Documentation"** means the resources made available setting forth the then-current functional, operational, and performance capabilities of, and the required configurations and specification for acceptable use of, the Sitecore Products and Hosted Services, including as set forth on <http://doc.sitecore.com>, as may be updated from time to time (and where such updates affect functionality or performance capabilities of the relevant Sitecore Product, Sitecore agrees that such updates shall be commercially reasonable, with both parties acknowledging the need to continually improve and advance the technology of the relevant Sitecore Product).
- k) **"Hosted Services"** means the cloud hosting services described in the table at the beginning of these Master Terms and specified in the relevant Order.
- l) **"Permitted Usage"** means, in relation to a Sitecore Product or the Hosted Services, the permitted usage stated in relation to such Sitecore Product or Hosted Service in the applicable Order.
- m) **"Personal Data"** means any Customer Data relating to an identified or identifiable natural person, or as otherwise defined under applicable law, but expressly excluding Restricted Data.
- n) **"Personnel"** means Sitecore's and its Affiliates' employees and officers.
- o) **"Restricted Data"** means financial records, credit card data, personal health information, and any other data requiring a standard of protection greater than that set forth in the DPA.
- p) **"SaaS Products"** means the software-as-a-service products described in the table at the beginning of these Master Terms and specified in the relevant Order.
- q) **"Services"** means any Consulting Services, Training Services or Hosted Services that Sitecore performs or provides under the Agreement.
- r) **"Sitecore Products"** means the Software and SaaS Products.
- s) **"Sitecore Technology"** means any software, hardware, processes, user interfaces, algorithms and other technology used by Sitecore to provide the Hosted Services or SaaS Products.
- t) **"Sitecore Usage Policy"** means the restrictions and limitations applicable to relevant Hosted Services or SaaS Products, which is available at <https://www.sitecore.com/legal/usage-policy>.
- u) **"Software"** means the proprietary software products provided on a subscription basis as described the table at the beginning of these Master Terms and as specified in the relevant Order.
- v) **"Subscription Term"** means the term of Customer's license to use and/or access the Software, Services or SaaS Products, as further described and defined in the applicable Order.
- w) **"Support"** means the support and maintenance services as set forth at <https://kb.sitecore.net/articles/583182>, at the level indicated in the applicable Order.
- x) **"Third Party Technology"** means any third party applications or services provided by Customer or a third party for integration or use with Sitecore Products and Services.
- y) **"Training Materials"** means any document, report, assessment, code, audio, video, simulation, or product information provided by Sitecore as part of the Training Services.
- z) **"Training Services"** means the professional training services as described in the table at the beginning of these Master Terms and as specified in the relevant Order.
- aa) **"Usage Data"** means any data collected by Sitecore, or to which Sitecore has access under the Agreement, as a result of Customer's use of the SaaS Products and Hosted Services, but excluding Customer Data.



## **ADDENDUM A: ADDITIONAL TERMS RELATING TO ORDERS INCLUDING SAAS PRODUCTS AND/OR HOSTED SERVICES**

- 1) **SAAS PRODUCTS.** Where SaaS Products are made available under an Order, Sitecore and its licensors retain all right, title and interest in the SaaS Products and any applicable Documentation. Subject to compliance with the Agreement, Sitecore grants Customer a non-exclusive, non-transferable, non-assignable, non-sublicensable (save as expressly provided in the Agreement) license to access the SaaS Products and copy and use the Documentation, solely during the applicable Subscription Term, and solely for the Permitted Usage. Customer's use of the SaaS Products is subject to compliance with the Sitecore Usage Policy. An Order may set forth other specific license terms and restrictions applicable to the SaaS Products.
- 2) **HOSTED SERVICES.** Where Hosted Services are provided under an Order, Sitecore and its licensors retain all right, title and interest in the Hosted Services and any applicable Documentation. Subject to compliance with the Agreement, Sitecore grants Customer a non-exclusive, non-transferable, non-assignable, non-sublicensable (save as expressly provided in the Agreement) license to use the Sitecore Technology and access the Hosted Services, and copy and use the Documentation, solely during the applicable Subscription Term, and solely for the Permitted Usage. Customer's use of the Hosted Services is subject to compliance with the Sitecore Usage Policy. An Order may set forth other specific license terms and restrictions applicable to the Hosted Services.
- 3) **SERVICE LEVEL AGREEMENT.** Sitecore offers a service level agreement for each of its SaaS Products and Hosted Services (a "**Service Level Agreement**"), which can be found at <https://www.sitecore.com/legal/sla>.
- 4) **WARRANTIES.** Sitecore warrants that:
  - a) SaaS Products made available to Customer under an Order will materially perform in accordance with the Documentation during the applicable Subscription Term; and
  - b) the provision of Hosted Services under an Order will not violate any Applicable Laws.
- 5) **DATA PROCESSING ADDENDUM & CUSTOMER DATA**
  - a) Sitecore will manage, process and store all Customer Data in accordance with the Data Processing Addendum.
  - b) Customer owns and shall retain all right, title, and interest in and to the Customer Data. Customer represents and warrants that none of the Customer Data violates the Agreement and that it has all necessary right, title, interest and consent necessary to allow Sitecore to use Customer Data for the purposes of fulfilling its obligations under the Agreement, and Customer understands and agrees that the Customer Data should not include any Restricted Data without Sitecore's prior written consent. Customer grants to Sitecore a non-exclusive and non-transferable right and license during the Subscription Term to copy, store, process, transmit and otherwise use the Customer Data solely as necessary and appropriate for Sitecore to fulfil its obligations under the Agreement and in accordance with Applicable Laws.
- 6) **USAGE DATA.** Customer understands and agrees that Sitecore will use the Usage Data (i) in order to provide the Sitecore Products and Services to Customer, and (ii) for its internal purposes to improve the Sitecore Products and Services, provided that any such use will not disclose the identity of Customer or its users. In addition, Sitecore may use Anonymized Data for the purpose of improving Sitecore Products and Services to the extent permitted under Applicable Law. As between the parties, Sitecore owns all right, title and interest in and to the Usage Data and Anonymized Data.
- 7) **CUSTOMER INDEMNITY**
  - a) Customer will defend, indemnify and hold harmless Sitecore and its respective directors, officers, employees, and agents (the "**Sitecore Indemnitees**"), from and against any third party claims, losses, damages, suits, fees, judgments, costs and expenses (collectively referred to as "**Sitecore Claims**"), including reasonable attorneys' fees incurred in responding to such Sitecore Claims, that the Sitecore

Indemnities incur as a result of (i) Sitecore's access to, collection, use or storage of Customer Data in performing its obligations under the Agreement (including, without limitation, making available the SaaS Products and/or providing the Hosted Services), including any claim that the Customer Data is Restricted Data, or (ii) conduct or alleged conduct that would constitute Customer's breach of the Sitecore Usage Policy.

- b) Sitecore must (i) provide reasonably prompt written notice of any Sitecore Claim to Customer, (ii) allow Customer to assume complete control of the defense or settlement of any Sitecore Claim, and (iii) provide reasonable cooperation and assistance. Sitecore may participate at its own expense using counsel of its choice. Sitecore's failure to perform any obligations under this paragraph (c) will not relieve Customer of its obligations under this Section unless Customer can demonstrate that it has been materially prejudiced as a result of such failure. Furthermore, Customer may not settle any Sitecore Claim without Sitecore's prior written consent (which such consent shall not be unreasonably withheld, conditioned or delayed) if such settlement (i) contains a stipulation to or an admission or acknowledgement of any liability or wrongdoing on the part of Sitecore, or (ii) imposes any obligation or liability upon Sitecore.

## 8) TERM AND TERMINATION

- a) **Suspension.** Sitecore reserves the right, by providing electronic notice to Customer, to suspend any Order for SaaS Products or Hosted Services (as applicable) in the event Sitecore reasonably believes that Customer has materially violated the Sitecore Usage Policy or is causing an actual or imminent risk to the security or operations of Sitecore. Sitecore will provide as much advance notice as is reasonably practical of any suspension. In the event Customer does not cure the situation giving rise to this suspension or does not use its best endeavours to work with Sitecore to remediate the situation giving rise to the suspension within 10 days of receipt of notice, Sitecore may terminate the Order for breach with no further right to cure. Sitecore shall restore the affected SaaS Product(s) or Hosted Services as soon as reasonably practicable following the situation giving rise to the suspension being cured.
- b) **Termination for Change to Service Level Agreement.** With respect to each of its SaaS Products and Hosted Services (as applicable), to the extent any updates to the applicable Service Level Agreement, even if reasonable, result in a material decrease in the Monthly Uptime Commitment (defined in the applicable Service Level Agreement), Customer may immediately terminate the applicable Order by providing written notice to Sitecore within 60 days after publication of such changes, and where failure to provide such timely notice will be deemed consent to such change. In the event Customer timely terminates such Order as set forth in the preceding sentence, Sitecore will refund the pro-rata share of any fees Customer has prepaid for the applicable Subscription Term under the Order.
- c) **Effect of Termination.**
  - i) Upon termination of any Order including SaaS Products, Customer will immediately cease all use of such SaaS Products.
  - ii) With respect to Customer Data: (i) Sitecore will only retain the Customer Data stored in its systems for 30 days (the "**Retrieval Period**") after termination of any Order for SaaS Products and/or Hosted Services (as applicable); (ii) Sitecore will make Customer Data available for retrieval during the Retrieval Period and will assist with any reasonable request from Customer to retrieve the Customer Data within the Retrieval Period, provided that if the Order is terminated for Customer's breach: (A) such assistance will be provided at Customer's cost; and (B) Customer acknowledges that Sitecore (acting reasonably) shall not be responsible where it is not able to assist as a result of the nature of Customer's breach; and (iii) if requested by Customer, Sitecore will destroy Customer Data before expiration of the Retrieval Period, provided Sitecore may retain Customer Data where required by Applicable Laws or reasonably necessary to prevent liability.

## **ADDENDUM B: ADDITIONAL TERMS RELATING TO ORDERS INCLUDING SOFTWARE**

### **1) SOFTWARE LICENSES AND RESTRICTIONS**

- a) Upon execution of an Order including Software, Customer will be provided a license key that gives Customer access to the Software ("**License Key**"). The License Key will be time-limited until full payment of the applicable fees have been received by Sitecore.
- b) Sitecore and its licensors retain all right, title and interest in the Software and Documentation. Subject to compliance with the Agreement, Sitecore grants Customer a non-exclusive, non-transferable, non-assignable, non-sublicensable (save as expressly provided in the Agreement) license, solely during the applicable Subscription Term, to copy and use the Documentation, and the Software, in compliance with applicable law, solely for the Permitted Usage. An Order may set forth other specific license terms and restrictions applicable to the Software.

### **2) SOFTWARE WARRANTIES.** Sitecore warrants that:

- a) the licensed Software will comply with the Documentation for a period of 120 days following the effective date of the applicable Order ("**Software Warranty Period**"). Customer must make any warranty claim to Sitecore within this Software Warranty Period. To the extent permitted by law, Customer's sole and exclusive remedy will be the repair or replacement of the Software, or if Sitecore is unable to repair or replace the Software within 30 days of receiving notice of the defect, Customer will have the right to terminate the applicable Order and receive a full refund of the fees paid for the Software under that Order; and
- b) before delivery to Customer, the Software has been tested by software generally used in the industry for such purposes to determine that the Software is free from viruses and other malicious code.

### **3) ANNUAL USAGE REPORT, RECORDS, AUDIT RIGHTS & LICENSE VERIFICATION**

- a) **Annual Usage Report and Records.** With respect to the licensed Software under an Order: (i) no later than the 15<sup>th</sup> calendar day following each 12-month period beginning from the effective date of the Order, Customer will submit to Sitecore a usage report identifying the number of Visits (as defined in the Order) in that 12-month period based on Customer's use of the Software (the "**Annual Usage Report**"); and (ii) Customer will otherwise maintain accurate records of its compliance with the Agreement during the Subscription Term solely for the purposes of ensuring compliance with other (i.e. non-Visit) licensing metrics set forth in the Order ("**Additional Records**"), and will promptly provide such Additional Records to Sitecore upon its request, which Sitecore may only request once in any 12-month period. Invoicing for overages indicated by the Annual Usage Report will be as set forth in the Order. Where Customer is not able to use the Software for monitoring Visits, Customer will use appropriate monitoring software reasonably acceptable to Sitecore to produce the Annual Usage Report.
- b) **Audit Rights.** If the Annual Usage Report or Additional Records are not timely produced, or if Sitecore has reasonable grounds to question their accuracy, Sitecore may, at its own expense, engage an independent third-party auditor to audit Customer's use of the Software. Any such audit will be conducted upon reasonable notice to Customer and during Customer's normal business hours in a manner that does not materially interfere with Customer's normal business operations and using an auditor reasonably acceptable to Customer. Any auditor attending Customer's premises or accessing any Customer computer shall: (i) sign a non-disclosure agreement; (ii) be accompanied at all times by an employee or representative of Customer; (iii) follow any reasonable instructions provided by Customer's security staff; and (iv) not introduce any audit software into Customer's systems without prior vulnerability testing and approval. Additionally, no remote access will be provided to Customer's systems during any audit. Customer will reasonably cooperate with efforts to conduct the audit, including providing the auditor, in a timely fashion, all relevant information regarding its compliance with the Agreement. If such audit determines Customer has exceeded its purchased number of Visits, Sitecore will invoice Customer overages in accordance with the terms of the Order. If such audit determines any unauthorized use of the Software: (x) Sitecore will invoice Customer for all such

unauthorized use in accordance with Sitecore's then-current retail prices computed from the date the excess usage commenced; (y) if this invoice exceeds 5% of the amount of fees paid or payable under the applicable Order including Software for the most recent three years, Customer also agrees to pay the expense and costs of the audit; and (z) Customer will pay all such invoices within 30 days of receipt.

- c) **License Verification.** In addition, Customer understands that the Software may track and report to Sitecore the License Key ID, Customer name, hostname (Customer's website URL), host IP, version, and other usage information regarding the Software.
- 4) **EFFECT OF TERMINATION.** Upon termination or expiry of any Order, Customer will immediately cease all use of the Software provided to Customer under that Order and delete all copies of Software in its possession or control. Upon Sitecore's request Customer will then certify that such use has ceased and that the Software has been erased, destroyed or otherwise made inoperable by any user in the future.

## **ADDENDUM C: ADDITIONAL TERMS RELATING TO ORDERS INCLUDING CONSULTING SERVICES**

- 1) **WARRANTIES.** Sitecore warrants that:
  - a) it will perform the Consulting Services in a professional and workmanlike manner in accordance with industry standards using qualified Personnel with the necessary skills, qualifications and experience;
  - b) the provision of the Consulting Services will not violate any Applicable Laws; and
  - c) its Personnel will comply with all Applicable Laws and all obligations under the Agreement in performing the Consulting Services.
- 2) **CUSTOMER MATERIALS.** Customer retains all right, title and interest in the Customer Materials, and Sitecore may only use the Customer Materials for performance of the Consulting Services.
- 3) **DELIVERABLES.** Sitecore retains all right, title and interest in the Deliverables. Subject to compliance with the Agreement, Sitecore grants Customer a non-exclusive, non-transferable, non-assignable, non-sublicensable, perpetual license to copy, use and modify any Deliverables provided by Sitecore solely for Customer's internal business purposes.
- 4) **SUBCONTRACTORS.** Sitecore may use subcontractors in the performance of the Consulting Services. Sitecore will remain responsible for the acts or omissions of its subcontractors in performance of the obligations under the Agreement.

**ADDENDUM D: ADDITIONAL TERMS RELATING TO ORDERS INCLUDING TRAINING SERVICES**

- 1) **WARRANTIES.** Sitecore warrants that:
  - a) it will perform the Training Services in a professional and workmanlike manner in accordance with industry standards using qualified Personnel with the necessary skills, qualifications and experience;
  - b) the provision of the Training Services will not violate any Applicable Laws; and
  - c) its Personnel will comply with all Applicable Laws and all obligations under the Agreement in performing the Training Services.
- 2) **TRAINING SERVICES; TRAINING MATERIALS.** Subject to compliance with the Agreement, Sitecore grants Customer a non-exclusive, non-transferable, non-assignable, non-sublicensable, perpetual license to copy and use any Training Materials provided by Sitecore solely for Customer's internal business purposes. Unless pre-approved in writing by Sitecore, Customer is prohibited from (i) audio recording, editing, reproducing, broadcasting, live-streaming or otherwise making available, in whole or in part, the Training Services or any Training Materials to third parties, and (ii) providing any third party with access to the name, voice, image, or likeness of the Sitecore training Personnel.
- 3) **PAYMENT AND CREDITS.** Training Services are prepaid and, unless otherwise set forth in an Order, must be consumed within 12 months of the relevant Order effective date, after which date any remaining credits will otherwise expire. Sitecore will not pay any refund for expired Training Services.



## ADDENDUM E: GOVERNING LAW, JURISDICTION AND GEO-SPECIFIC TERMS

### EMEA

**Germany, Austria and Switzerland ("DACH").** If Customer's geographic address on an Order is in DACH, the following terms apply:

- **Governing Law and Venue (Germany and Austria).** The Agreement shall be governed by and construed in accordance with the laws of Germany without recourse to its conflict of laws principles, and the parties agree to submit to the exclusive jurisdiction and venue of Munich, Germany.
- **Governing Law and Venue (Switzerland).** The Agreement shall be governed by and construed in accordance with the laws of Switzerland without recourse to its conflict of laws principles, and the parties agree to submit to the exclusive jurisdiction and venue of Zürich, Switzerland.
- **Clarification under Section 3 (Restrictions on Use).** The reproduction of the source code for the Software or any relevant portion of the Hosted Services, or a reverse engineering of the object code or any translation of the form of software, is only allowed as far as required under mandatory law, in particular transposition of the EU Directive 2009/24/EC, and only provided that the following conditions are met: (i) the mentioned acts are performed by the Customer or by another person having a right to use a copy of the Software or use the Hosted Services, as applicable, or on their behalf by a person authorized to do so; (ii) the information necessary to achieve interoperability has not previously been readily available to the persons referred to in the foregoing subsection (i); (iii) these acts are confined to the parts of the Software or Hosted Services, as applicable, which are necessary to achieve interoperability; and (iv) the code obtained by these acts must not be used for any goals other than to achieve the interoperability of the independently created computer program and not be given to others, except when necessary for the interoperability of the independently created computer program.
- **Clarification on warranty period under Section 6 (Disclaimer of Warranties).** In the event Customer has any warranty rights under the Agreement or statutory law, the warranty period shall be twelve months.
- **The Limitation of Liability clause in Section 9 (Limitation of Liability) is replaced with the following:**
  - a) Sitecore is liable to Customer for losses and other damages without limitation to the extent such losses or damages arise out of (i) the infringement of life, limb or health or (ii) are based on intentional or negligent breach of duties by Sitecore or its statutory representatives or vicarious agents.
  - b) For losses and other damages based on a breach of duty involving slight negligence (leicht fahrlässige Pflichtverletzung) by Sitecore or its legal representatives or vicarious agents, Sitecore is liable only in cases where a material duty is breached, which fulfillment is required for the proper ordinary performance of the entire Agreement which the Customer can and should regularly rely on. Liability for breach of such a material contractual duty involving slight negligence (leicht fahrlässige Pflichtverletzung) shall be limited to the typical, foreseeable losses and damages, as of the Effective Date. The limitations under this Section 9(b) do not apply to the circumstances set out in Section 9(a)(i).
  - c) The parties agree that Sitecore's liability as described in Section 9(b) based on a breach of duty involving slight negligence will be limited to the amount individually negotiated by the parties and set forth in the applicable Order.
  - d) The limitations on liability agreed in Section 9(b) shall also apply for the benefit of Sitecore's statutory representatives and vicarious agents.
  - e) The limitations of liability stipulated in Section 9(b) shall not apply to losses and damages:

- i) based upon a defect in quality or title fraudulently concealed by Sitecore; or
- ii) based upon the violation of an explicit guarantee (garantierte Beschaffenheit) made by Sitecore for the respective quality.
- f) Any further liability of Sitecore for compensatory damages pursuant to the German Product Liability Act, the Austrian Product Liability Act or Swiss Product Liability Act, as applicable, shall remain unaffected by the limitations on liability agreed herein.
- **Software Warranty in Section 2(a) of Addendum B is replaced with the following:** the Software provided to Customer under an Order will comply with the Documentation during the Subscription Term. The Software shall be deemed to be free of any defect in quality if the Software, upon delivery to Customer, complies with the technical specifications in the respective Documentation ("Agreed Quality"). In the event any such Software does not operate according to the Documentation, Customer will provide notice of such defects as incidents pursuant to the terms of the maintenance and Support program and Sitecore shall provide the Support as set forth in the Support program to resolve the defect of the Software or to provide a workaround (but where Customer shall, at no cost to Sitecore, assist Sitecore to a reasonable extent in the detection and correction of defects and in particular, Customer shall provide Sitecore with a sufficient description of the reported defect and describe the respective circumstances under which the reported defect arose).

**United Kingdom.** If Customer's geographic address on an Order is in the United Kingdom, the following terms apply:

- **Governing Law and Venue.** The Agreement shall be governed by and construed in accordance with the laws of England and Wales without recourse to its conflict of laws principles, and the parties agree to submit to the exclusive jurisdiction and venue of London, England.

**Ireland.** If Customer's geographic address on an Order is in Ireland, the following terms apply:

- **Governing Law and Venue.** The Agreement shall be governed by and construed in accordance with the laws of Ireland without recourse to its conflict of laws principles, and the parties agree to submit to the exclusive jurisdiction and venue of Dublin, Ireland.

**Belgium and Luxembourg.** If Customer's geographic address on an Order is in Belgium or Luxembourg, the following terms apply:

- **Governing Law and Venue.** The Agreement shall be governed by and construed in accordance with the laws of Belgium without recourse to its conflict of laws principles, and the parties agree to submit to the exclusive jurisdiction and venue of Brussels, Belgium.

**Netherlands.** If Customer's geographic address on an Order is in the Netherlands, the following terms apply:

- **Governing Law and Venue.** The Agreement shall be governed by and construed in accordance with the laws of the Netherlands without recourse to its conflict of laws principles, and the parties agree to submit to the exclusive jurisdiction and venue of Amsterdam, the Netherlands.

**France.** If Customer's geographic address on an Order is in France, the following terms apply:

- **Governing Law and Venue.** The Agreement shall be governed by and construed in accordance with the laws of France without recourse to its conflict of laws principles, and the parties agree to submit to the exclusive jurisdiction and venue of Paris, France.

**Italy.** If Customer's geographic address on an Order is in Italy, the following terms apply:

- **Governing Law and Venue.** The Agreement shall be governed by and construed in accordance with the laws of Italy without recourse to its conflict of laws principles, and the parties agree to submit to the exclusive jurisdiction and venue of Milan, Italy.

**Greece.** If Customer's geographic address on an Order is in Greece or Cyprus, the following terms apply:

- **Governing Law and Venue.** The Agreement shall be governed by and construed in accordance with the laws of Greece without recourse to its conflict of laws principles, and the parties agree to submit to the exclusive jurisdiction and venue of Athens, Greece.

**Spain and Portugal.** If Customer's geographic address on an Order is in Spain or Portugal, the following terms apply:

- **Governing Law and Venue.** The Agreement shall be governed by and construed in accordance with the laws of Spain without recourse to its conflict of laws principles, and the parties agree to submit to the exclusive jurisdiction and venue of Madrid, Spain.

**Sweden and Finland.** If Customer's geographic address on an Order is in Sweden or Finland, the following terms apply:

- **Governing Law and Venue.** The Agreement shall be governed by and construed in accordance with the laws of Sweden without recourse to its conflict of laws principles, and the parties agree to submit to the exclusive jurisdiction and venue of Stockholm, Sweden.

**Denmark, Norway and Rest of Europe.** If Customer's geographic address on an Order is in Denmark, Norway or European countries not covered by other geo-specific terms, the following terms apply:

- **Governing Law and Venue.** The Agreement shall be governed by and construed in accordance with Danish law without recourse to its conflict of laws principles, and the parties agree to submit to the exclusive jurisdiction of the Maritime and Commercial Court (*Sø- og Handelsretten*), or secondarily Copenhagen City Court.

#### **United Arab Emirates**

United Arab Emirates (government). If Customer's geographic address on an Order is in the United Arab Emirates and Customer is an UAE government entity, the following terms apply:

- **Governing Law and Venue.** The Agreement shall be governed by and construed in accordance with the laws of the United Arab Emirates as applicable in Abu Dhabi. The ADGM Courts have exclusive jurisdiction to settle any dispute arising from or connected with the Agreement. The parties irrevocably submit to the jurisdiction of the ADGM Courts and waive any objection they may have to any Dispute being heard in the ADGM Courts on the grounds that it is an inconvenient forum (*forum non conveniens*). For the purposes of this Section, "ADGM Courts" means the Abu Dhabi Global Market Court of First Instance and Court of Appeal as established by Federal Decree No. 15 of 2013.

United Arab Emirates (non-government Dubai). If Customer's geographic address on an Order is in Dubai, United Arab Emirates, and Customer is not an UAE government entity, the following terms apply:

- **Governing Law and Venue.** The Agreement shall be governed by and construed in accordance with the laws of the Dubai International Financial Centre ("**DIFC- LCIA**"). Any dispute, claim, difference, or controversy arising out of or in connection with the Agreement shall be referred to and finally resolved by arbitration under the Arbitration Rules of the DIFC-LCIA (the "**Rules**"), which Rules are deemed to be incorporated by reference into this Section. The arbitral tribunal shall consist of one arbitrator. Within

fifteen (15) days from the receipt by the DIFC-LCIA registrar of the response to the request for arbitration, the parties shall jointly nominate the arbitrator. In the event the parties fail to nominate the arbitrator within the aforementioned time limit, the LCIA Court shall, at the written request of the claimant(s) or respondent(s), make such appointment forthwith. The seat, or legal place of arbitration, shall be the Dubai International Financial Centre. The language used in the arbitral proceedings shall be English. For the purposes of arbitration pursuant to this Section, the parties waive any right to refer points of law or to appeal DIFC Courts or any other UAE courts and the arbitration award given by the arbitration tribunal shall remain final. For the purposes of this Section, “**DIFC Courts**” means the DIFC Court of First Instance and the DIFC Court of Appeal, as established under Article 3 of Dubai Law No. 12 of 2004 and pursuant to Dubai Law No. 9 of 2004.

United Arab Emirates (non-government Abu Dhabi). If Customer’s geographic address on an Order is in Abu Dhabi, United Arab Emirates, and Customer is not an UAE government entity, the following terms apply:

- **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the Abu Dhabi Global Market. The ADGM Courts have exclusive jurisdiction to settle any dispute arising from or connected with this Agreement. The parties irrevocably submit to the jurisdiction of the ADGM Courts and waive any objection they may have to any Dispute being heard in the ADGM Courts on the grounds that it is an inconvenient forum (forum non conveniens). For the purposes of this Section, “**ADGM Courts**” means the Abu Dhabi Global Market Court of First Instance and Court of Appeal as established by Federal Decree No. 15 of 2013.

**KSA and Rest of MEA.** If Customer’s geographic address on an Order is in the Kingdom of Saudi Arabia or a Middle Eastern country or African country not covered by other geo-specific terms, the following terms apply:

- **Governing Law and Venue.** The Agreement shall be governed by and construed in accordance with the laws of England and Wales, without recourse to its conflict of laws principles. Any dispute arising under the Agreement shall be finally settled by arbitration conducted in accordance with the Arbitration Rules of the London Court of International Arbitration (LCIA) (the “**Rules**”), which Rules are deemed to be incorporated by reference into this clause, by one arbitrator appointed in accordance with such Rules. All arbitration proceedings shall be conducted in the English language and shall take place at in London, England. The arbitrator’s award shall be the exclusive remedy between the parties regarding any claims, counterclaims, issues, or accountings presented or pled to the arbitrator; will be promptly paid free of any tax, deduction, or offset; and any costs, fees, or taxes incident to enforcing the award will, to the maximum extent permitted by law, be charged against the party resisting such enforcement. The award issued by the arbitrator shall be final and binding upon the parties and judgment upon the award of the arbitration may be entered in the court having jurisdiction thereof, or application may be made to such court for a judicial acceptance of the award or an order of enforcement, and the parties submit themselves to the jurisdiction of any such competent jurisdiction for the entry and enforcement of the award. Notwithstanding the foregoing, nothing in the arbitration clause shall prohibit a party from seeking interim measures from a competent court.

## **AMS**

**US, Mexico and South America.** If Customer’s geographic address on an Order is in the US, Mexico or South America, the following terms apply:

- **Governing Law and Venue.** The Agreement and any dispute, claim, action, suit, or proceeding arising out of or in connection with it shall be governed by and construed in accordance with the laws of the State of California without recourse to its conflict of laws principles. The parties irrevocably consent to the exclusive jurisdiction and venue of the federal court for the Northern District of California located in San Francisco, California (or, if the federal court does not have jurisdiction over the action, then in the

appropriate California state court located in San Francisco County, California) for the purpose of any action arising out of or relating to the Agreement brought by any party hereto.

**Canada.** If Customer's geographic address on an Order is in Canada, the following terms apply:

- **Governing Law and Venue.** The Agreement and any dispute, claim, action, suit, or proceeding arising out of or in connection with it shall be governed by and construed in accordance with the Laws of the Province of Ontario and the Laws of Canada applicable therein, without recourse to its conflict of laws principles. The parties irrevocably consent to the exclusive jurisdiction and venue of the courts of the Province of Ontario, in Toronto, Ontario, for the purpose of any action arising out of or relating to the Agreement brought by any party hereto.
- **Language.** The parties have required that the Agreement and all documents and notices relating to the Agreement to be drawn up in the English language. *Les parties aux présentes ont exigé que le présent Contrat et tous les autres documents ou avis afférents aux présents soient rédigés en langue anglaise.*

## APJ

**Australia.** If Customer's geographic address on an Order is in Australia, the following terms apply:

- **Governing Law and Venue.** The Agreement shall be governed by and construed in accordance with the laws of New South Wales, Australia, without recourse to its conflict of laws principles, and the parties agree to submit to the exclusive jurisdiction of the courts of New South Wales.

**New Zealand.** If Customer's geographic address on an Order is in New Zealand, the following terms apply:

- **Governing Law and Venue.** The Agreement shall be governed by and construed in accordance with the laws of New Zealand without recourse to its conflict of laws principles, and the parties agree to submit to the exclusive jurisdiction of the courts of New Zealand.

**Japan.** If Customer's geographic address on an Order is in Japan, the following terms apply:

- **Governing Law and Venue.** Disputes or claims arising out of or in connection with this Agreement shall be governed by Japanese law. Disputes or claims that are not settled amicably shall be subject to the exclusive jurisdiction of the Tokyo District Court of Japan as the court of the first instance.  
本支払契約追加文書から またはこれに関連して生じた紛争または請求は、日本法に準拠するものとします。友好的に解決できない紛争または請求は、第一審について東京地方裁判所の専属的管轄により解決されるものとします

**India.** If Customer's geographic address on an Order is in India, the following terms apply:

- **Governing Law and Venue.** The Agreement shall be governed by and construed in accordance with the laws of India without recourse to its conflict of laws principles, and the parties agree to submit to the exclusive jurisdiction of the courts of New Delhi, India.

**Hong Kong.** If Customer's geographic address on an Order is in Hong Kong, the following terms apply:

- **Governing Law and Venue.** The Agreement shall be governed by and construed in accordance with the laws of Hong Kong without recourse to its conflict of laws principles, and the parties agree to submit to the exclusive jurisdiction of the courts of Hong Kong.

**Malaysia.** If Customer's geographic address on an Order is in Malaysia, the following terms apply:

- **Governing Law and Venue.** The Agreement shall be governed by and construed in accordance with the laws of Malaysia without recourse to its conflict of laws principles, and the parties agree to submit to the exclusive jurisdiction of the courts of Malaysia.

**Singapore and Rest of Asia Pacific.** If Customer's geographic address on an Order is in Singapore or any Asia Pacific country not covered by other geo-specific terms, the following terms apply:

- **Governing Law and Arbitration.** The Agreement shall be governed by and construed in accordance with the laws of Singapore without recourse to its conflict of laws principles. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (the "Rules") for the time being in force, which Rules are deemed to be incorporated by reference in this clause. The tribunal shall consist of a single arbitrator and the seat of the arbitration shall be Singapore. The language of the arbitration shall be English.