

Template Only

Sitecore Cloud Addendum

This Cloud Addendum (“**Addendum**”) is subject to the Master Subscription Agreement executed between [Sitecore entity] (“**Sitecore**”) and [Customer entity] (“**Customer**”) dated [MSA Date] (the “**Agreement**”). This Addendum will be effective when signed by both parties below (the “**Addendum Effective Date**”). This Addendum is entered into by the parties so that Customer may enter into Orders for Cloud Products (defined below) and includes and incorporates by reference the Data Processing Addendum. Unless otherwise defined in this Addendum, capitalized terms shall have the meanings set forth in the Agreement.

Cloud Products	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 this Addendum 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 this Addendum and the DPA.</p>

1) CLOUD PRODUCTS LICENSING & OWNERSHIP

- a) Where Cloud Products are made available under an Order, Sitecore and its licensors retain all right, title and interest in the Cloud 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 Cloud Products and copy and use the Documentation, solely during the applicable Subscription Term, and solely for the Permitted Usage set forth in the applicable Order. Customer’s use of the Cloud Products is subject to compliance with the Sitecore Usage Policy. An Order may set forth other specific license terms and restrictions applicable to the Cloud Products.
- b) Customer may permit Authorized Third Parties to assist Customer in the access, implementation and use of the Cloud Products, 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) 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 Cloud Products or Documentation, (ii) rent, lease, lend, distribute, sell, assign, license, or otherwise transfer the Cloud Products, Documentation or any portion thereof, or (iii) create any derivative works of the Cloud Products or Documentation.

2) GEN AI FUNCTIONALITY. Sitecore may make available certain Gen AI Functionality as part of certain Cloud Products. Sitecore acknowledges that Customer may have its own internal policies regarding the use of generative AI technology in its business, which may encompass the use of Gen AI Functionality. Customer may therefore choose to use such Gen AI Functionality at its own discretion. Where Customer uses any Gen AI Functionality, the terms in the Gen AI Addendum shall additionally apply, which is available at <https://www.sitecore.com/legal/master-subscription-terms-conditions/mstc-gen-ai-addendum>.

- 3) **SUPPORT.** For each Order including Cloud Products, Sitecore will provide Support during the applicable Subscription Term. Where Customer provides ideas, proposals, improvements, or other suggestions about the Cloud Products 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.
- 4) **SERVICE LEVEL AGREEMENT.** Sitecore offers a service level agreement for each of its Cloud Products (a “**Service Level Agreement**”), which can be found at <https://www.sitecore.com/legal/sla>.
- 5) **DATA PROCESSING ADDENDUM, CUSTOMER DATA & USAGE 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 law.
 - c) Customer understands and agrees that Sitecore will use the Usage Data (i) in order to provide the Cloud Products 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. As between the parties, Sitecore owns all right, title and interest in and to the Usage Data.
 - d) Additional provisions in relation to the use of Gen AI Inputs and Gen AI Outputs (if applicable) are contained in the Gen AI Addendum.
- 6) **WARRANTY.** In addition to the warranties set forth in the Agreement, Sitecore represents and warrants that SaaS Products made available to Customer under an Order will materially perform in accordance with the Documentation during the applicable Subscription Term.
- 7) **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 finally awarded by a competent court or settled by Sitecore in writing (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 Cloud Product or Documentation (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) the combination, operation or use of the Indemnified Product with any software, hardware or other materials not furnished by Sitecore; (ii) any modification of the Indemnified Product not performed by Sitecore; or (iii) any breach by Customer of this Addendum, if the infringement would have been avoided by Customer not breaching the Agreement or this Addendum;
 - 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 related to the Cloud Products.
- b) 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 Indemnitees 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.
- c) A "**Covered Claim**" means a Customer Claim or Sitecore Claim, as applicable. With respect to a Covered Claim, the indemnified party must (i) provide reasonably prompt written notice of any Covered Claim to the indemnifying party, (ii) allow the indemnifying party to assume complete control of the defense or settlement of any Covered Claim, and (iii) provide reasonable cooperation and assistance. The indemnified party may participate at its own expense using counsel of its choice. The indemnified party's failure to perform any obligations under this paragraph (c) will not relieve it of its obligations under this Section unless the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. Furthermore, the indemnifying party may not settle any Covered Claim without the indemnified party'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 the indemnified party, or (ii) imposes any obligation or liability upon the indemnified party.

8) ADDITIONAL TERMINATION RIGHTS. With respect to this Addendum only:

- a) **Suspension.** Sitecore reserves the right, by providing electronic notice to Customer, to suspend any Order for Cloud Products 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 Cloud Product as soon as reasonably practicable following the situation giving rise to the suspension being cured.
- b) **Gen AI Functionality Suspension.** Specific termination and suspension rights in relation to Gen AI Functionality (if applicable) are contained in the Gen AI Addendum.
- c) **Termination for Change to Service Level Agreement.** With respect to each of its Cloud Products, 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.

d) **Effect of Termination.**

- i) Upon termination of any Order including Cloud Products, Customer will immediately cease all use of such Cloud 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 Cloud Products; (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 law or reasonably necessary to prevent liability.

9) **LIMITATION OF LIABILITY.** The parties agree that the Limitation of Liability set forth in the Agreement excludes this Addendum. For purposes of this Addendum only, the following Limitation of Liability will apply:

- a) **Neither party will be liable for any indirect, incidental, special, consequential, punitive, or exemplary damages arising out of or related to this Addendum 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 paragraphs (c)-(d) below, neither party's aggregate liability under or in relation to this Addendum will exceed the amount of fees paid by Customer under Orders including Cloud Products in the twelve months preceding the first incident giving rise to liability under this Addendum .**
- c) **Sitecore's aggregate liability under the Addendum 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 the amount of fees paid by Customer for Sitecore Products and Services under the Agreement in the twenty-four months preceding the first incident giving rise to liability under the Agreement.**
- d) **The exclusions and limits of liability in this Section will not apply to: (i) either party's indemnification obligations under this Addendum; (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 this Addendum; and (iv) Customer's failure to pay the fees when due under this Addendum. 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) **THIRD PARTY TECHNOLOGY.** Any implementation of Third Party Technology, including any exchange of data between the Third Party Technology and the Cloud 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 Cloud Products and Services, and Sitecore is not responsible for any disclosure, modification or deletion of Customer Data caused by the Third Party Technology.

11) **CLOUD PRODUCT ENTITLEMENTS.** With respect to the Cloud Products, unless otherwise set forth in 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. Additionally, with respect to Cloud Products, to aid in determining whether or not Customer has exceeded its then-current Entitlement, Customer shall keep track of its usage and provide such usage information upon reasonable request from Sitecore, where if not timely produced or if Sitecore has reasonable grounds to question its accuracy, Sitecore may, at its own expense, use an available market tool to gather such usage information, and where such usage information indicates that Customer has exceeded its then-current Entitlement, Sitecore will notify and invoice Customer as set forth in the preceding sentence.

12) **GOVERNING LAW AND JURISDICTION.** This Addendum will be governed by the choice of law and venue clauses in the Agreement.

13) ADDITIONAL DEFINED TERMS

- a) **“Cloud Products”** means the SaaS Products and the Hosted Services.
- b) **“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.
- c) **“Data Processing Addendum”** or **“DPA”** means the Sitecore data processing addendum available at <https://www.sitecore.com/legal/dpa> as of the Effective Date.
- d) **“Documentation”** means, for purposes of this Addendum, the usage guides and technical documentation for the Cloud Products made publicly available to Sitecore’s customers.
- e) **“Feedback”** means any ideas, proposals, improvements and other suggestions about Sitecore products or services that Customer may choose to provide to Sitecore.
- f) **“GenAI Functionality”** means generative AI services, features or functions made available as part of the Cloud Products.
- g) **“Hosted Services”** means the cloud hosting services described in the table at the beginning of this Addendum and specified in the relevant Order.
- h) **“Permitted Usage”** will have the meaning set forth in the applicable Order.
- i) **“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.
- j) **“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.
- k) **“SaaS Products”** means the software-as-a-service products described in the table at the beginning of the Master Terms and specified in the relevant Order.
- l) **“Sitecore Technology”** means any software, hardware, processes, user interfaces, algorithms and other technology used by Sitecore to provide the Cloud Products.
- m) **“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>.
- n) **“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.
- o) **“Third Party Technology”** means any third party applications or services provided by Customer or a third party (even if payment is arranged through Sitecore but the contractual relationship is between Customer and the third party) for integration or use with Cloud Products.
- p) **“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. Usage Data includes e.g., login frequency or durations, feature or functionality usage, successful connections, configuration, and page views.

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