

## **Wix Enterprise Plan**

### **ORDER TERMS AND CONDITIONS**

Pursuant to (i) these terms and conditions; and (ii) the Wix Enterprise Plan Order Form (the “**Order**”), the Customer identified in the Order (“**Customer**”) shall purchase from Wix.com Ltd (“**Wix**”) the type and quantity of subscriptions to Basic Enterprise Plans on Wix Platform set out in the Order (“**Subscriptions**”) (a general description of Wix Basic Enterprise Plan is attached hereto as **Exhibit A**). Any request by Customer for a purchase of ancillary professional services or other/advanced services related to the Wix platform (“**Services**”) shall be negotiated directly with Wix and shall be subject to Wix and Customer’s signature on a separate agreement, which will be subject to the terms of Section 8 below (“**Services Agreement**”). The Subscriptions and Services shall be collectively referred to as the “**Purchased Solutions**”. The purchase and the use of the Purchased Solutions are subject to, and in accordance with, the Order and the terms and conditions set forth below (“**Order Terms and Conditions**”), and shall be governed at all times by the Wix Terms of Use at: <https://www.wix.com/about/terms-of-use>, and the Wix Privacy Policy at: <https://www.wix.com/about/privacy>, both, as may be amended from time to time pursuant to the respective terms (“**Wix General Terms of Use**”, and collectively with this Order Terms and Conditions, the “**Terms**”). In the event of a contradiction between the Order and the Order Terms and Conditions and/or Wix General Terms of Use, the respective terms of the Order shall prevail. In the event of a contradiction between the Wix General Terms of Use and this Order Terms and Conditions, the respective terms of this Order Terms and Conditions shall prevail. Capitalized terms used in this Order Terms and Conditions but not defined herein shall have their respective meanings ascribed to them in the Wix General Terms of Use.

Upon the lapse of the Subscription Term:

- a) The Customer’s annual Subscription to the Wix Platform shall automatically renew for additional consecutive 12-month periods (including among others, to avoid interruption to Customer’s use of the Wix Platform).
  - b) However, such automatic renewal shall not occur if either party provides the other party with a written notice (to such other party’s email address as stated above) of its intention not to renew the Subscription at least thirty (30) days prior to the expiration of any such 12-month period, all in accordance with and subject to the Terms.
  - c) Any such automatic renewal of the Subscription shall be charged based on the then-current Wix prices, and in accordance with and subject to the Terms.
1. **Purchased Solutions are Non-Refundable and Non-Exchangeable.** Customer cannot change, amend, or cancel the Order and/or any part or portion thereof. Except to the extent prohibited by law, Purchased Solutions purchased pursuant to the Order cannot be returned or exchanged by the Customer, and payments for which may not be refunded by Wix, at any time. Any request by Customer for purchase of Services and/or upgrades to different types of Wix solutions shall be coordinated directly with Wix with Wix designated account manager (“**Wix Customer Success Manager**”) and shall be subject to Section 8.4 below.
  2. **Payment for Purchased Solutions.** The payments for any Purchased Solutions shall be collected from the Customer by Amazon Web Services, Inc. (“**AWS**”) through the AWS Platform.
  3. **Provision of Purchased Solutions.** The Subscription shall be made available to Customer within ten (10) business days of Customer’s receipt of the Order confirmation from AWS and the Customer’s email address.

4. **Cancellation by Wix.** Without derogating from Wix rights and remedies hereunder and/or under the Terms and/or under applicable laws, Wix shall have the right in its sole discretion and without prior notice, to cancel the Order and/or suspend any Service and/or any use by Customer of the Purchased Solutions (or any part or portion thereof) at any time, for failure to pay in full any sums due pursuant to the Order.
5. **Intellectual Property Rights.** Wix and/or its licensors are and shall remain the sole and exclusive owner of all intellectual property rights embodied in, or related to, the Purchased Solutions (excluding only the User Content created by the Customer), including without limitation any and all modifications, additions, improvements, derivatives and versions, and/or enhancements to any and all of the foregoing, and including any artwork, graphics, images, website templates and widgets, source and object code (including html), applications, API's audio music and other media, designs, animations, interfaces, documentation, and the "look and feel" of the Wix Platform, methods, techniques, processes, algorithms, data and services, and including any intellectual property rights created and/or developed through and/or from the provision of any of the Services (excluding only the User Content created by Customer) (collectively, "**Wix Intellectual Property Rights**"). Nothing herein shall be deemed as grant of any title, right or interest in, and/or to, Wix Intellectual Property Rights, except for Customer's limited right to use the Purchased Solutions expressly permitted and as permitted by this Order Terms and Conditions.
6. **Use of Trademarks and Marketing; Wix Shared Content.** Customer grants Wix, for as long as Customer is a Wix User, a non-exclusive, royalty-free, non-assignable license, to use and display its trademarks, service marks and logos, in connection with Wix's performance of the Order in accordance with the Terms, and subject to Customer's prior written consent, which will not be unreasonably withheld, for Wix marketing and promotional activities. In addition, Wix will have the right, to publish and present promotional content, items, and articles prepared by Wix together with the Customer ("**Shared Content**"). The Shared Content may be published on Wix's website, blogs, social networks, and/or on other media channels at Wix's discretion. Wix shall coordinate the content, scope, and manner of publication of the Shared Content with the Customer in advance.
7. **User Content created by Customer.** The Customer warrants that it possesses all rights, title and interests in the User Content, including any all rights and permissions to share such content with Wix, and for Wix to make use of such content in connection with the Purchased Solutions. Customer further represents and warrants that there is no restriction on using the User Content as contemplated hereunder.
8. **Additional Terms for Services.** if purchased by the Customer pursuant to the separate Service Agreement between Customer and Wix, the terms of this Section 8 below shall apply to the Services:
  - 8.1 **The Services.** Wix will provide the Services substantially in accordance with the terms of the Services Agreement. The use of the Services by Customer is conditional upon Customer's continued subscription to Wix Platform. If the Services and/or any part thereof require receipt by Wix of materials/information from Customer, and the receipt of which by Wix is delayed, then Wix reserves the right to delay the provision of the Services for a similar period.
  - 8.2 **Wix Contractors.** Wix reserves the right to perform any of the Services via its contractors ("**Third-Party Providers**"). The provisions of any of the Services by any such Third-Party Providers may be also subject to such Third-Party Providers' terms of service. Wix will notify Customer of its use of Third-Party Providers in the performance of the Services if such Third-Party Providers' applicable terms of service apply to the Services. Customer's use of such Services shall be deemed its consent (in addition to the Terms) to such Third-Party Providers' terms of service.

- 8.3 **Project Managers; Feedback Session.** Each of Customer and Wix shall appoint a representative to act as a project manager for the Services hereunder, who shall be the single point of contact for such party (the “**Project Managers**”). Unless otherwise notified by Wix, the Wix Customer Success Manager shall be the Wix Project Manager for the performance of the Services. Three weeks following project launch (site go live), Wix and Customer’s Project Managers will meet (via video conference or other agreed way) for a one-hour feedback session with the aim of learning and gathering insights about their cooperation.
- 8.4 **Changes.** No change in the scope of Services shall be binding unless preapproved in writing by Wix at its sole discretion, and until a change or amendment to the Services Agreement has been signed by authorized representatives of each party hereto. Any such amendment to the Services Agreement shall indicate any modifications in type or nature of services, pricing, project schedule, service levels and/or any other commercial terms resulting from such change.
- 8.5 **Independent Contractor.** In performing the Services hereunder, Wix shall be deemed to be acting as an independent contractor of Customer and shall not be deemed an agent, legal representative, joint venturer or partner of Customer. Neither party hereto is authorized to bind the other to any obligation or commitment with respect to any person or entity.
- 8.6 **Compliance with Laws.** Customer shall be solely responsible to ensure that the Services (including Customer’s websites, and any design, content and functionalities implemented in the Customer’s websites as a result of the Services), are in full compliance with applicable laws. Customer shall be exclusively responsible for making any changes, adaption and/or configuration required to be performed in this regard, at its sole expense. Wix will not be responsible for examining the compatibility of any such Services, materials, adaptations and/or configurations and/or for making them compliant with any applicable law. Customer shall protect, hold harmless and fully indemnify Wix for any loss, damage, cost or expense incurred and/or suffered by Wix due to and/or as a result of any claim, demand, proceeding or investigation initiated, asserted and/or brought against Wix with regards thereto.
- 8.7 **WARRANTY DISCLAIMER; LIMITATION OF LIABILITY.** WITHOUT DEROGATING FROM THE DISCLAIMER OF WARRANTIES SET FORTH UNDER THE WIX GENERAL TERMS OF USE, WIX MAKES AND CUSTOMER RECEIVES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THESE ORDER TERMS AND CONDITIONS, REGARDING THE SERVICES, AND WIX SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ACCURACY OF DATA. THERE IS NO WARRANTY THAT THE SERVICES WILL BE ERROR-FREE, OR THAT IT WILL OPERATE WITHOUT INTERRUPTION OR WILL FULFILL ANY OF CUSTOMER’S PARTICULAR PURPOSES OR NEEDS. WIX UNDERTAKES OR ACCEPTS NO LIABILITY WHATSOEVER TO CUSTOMER FOR ERRORS, OMISSIONS, DELAYS, INTERRUPTIONS, OR LOSSES UNLESS CAUSED BY WIX WILLFUL MISCONDUCT. IT IS MUTUALLY ACKNOWLEDGED AND AGREED THAT DATA ENTRY, COMMUNICATION AND STORAGE ARE SUBJECT TO A POSSIBILITY OF HUMAN AND MACHINE ERRORS, OMISSIONS, DELAYS, AND LOSSES, INCLUDING INADVERTENT INTERRUPTION OR LOSS OF DATA OR DAMAGE TO MEDIA, WHICH MAY GIVE RISE TO LOSS OR DAMAGE, AND WIX DOES NOT UNDERTAKE ANY LIABILITY TO CUSTOMER FOR ANY SUCH ERRORS, OMISSIONS, INTERRUPTIONS, DELAYS OR LOSSES. IN NO EVENT SHALL WIX BE LIABLE TO THE CUSTOMER, WHETHER IN

CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING STRICT LIABILITY), FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUE, DATA OR USE, OR FOR INTERRUPTED COMMUNICATIONS, INCURRED BY CUSTOMER IN CONNECTION WITH THE SERVICES, EVEN IF WIX OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL WIX LIABILITY IN ANY AND ALL LAWSUIT OR OTHER ACTION BROUGHT IN CONNECTION WITH THE SERVICES HEREUNDER EXCEED IN THE AGGREGATE THE AMOUNTS ACTUALLY PAID BY CUSTOMER IN CONSIDERATION FOR THE SERVICES HEREUNDER DURING THE NINE (9) MONTHS' PERIOD PRECEDING THE OCCURRENCE OF THE DAMAGES.

- 8.8 **Governing Law; Venue.** Any and all claims and disputes related to the Services, their interpretation, or the breach, termination or validity thereof, shall be governed by and construed exclusively in accordance with the laws of the State of Israel (without regard to any conflict of law principles), and any disputes arising from it shall be referred exclusively to the competent courts of Tel-Aviv, Israel.
- 8.9 **Confidentiality.** Wix and Customer agree that the Order and its provisions, as well as any exhibits attached thereto (if applicable), will be maintained in confidence by both Wix and Customer, except if and to the extent that any such disclosure of information was mutually agreed upon, or if otherwise such disclosure of information is required by a competent authority pursuant to applicable laws.
9. **Amendment.** The Order shall not be deemed or construed to be modified, amended, or waived, in whole or in part, except by written agreement duly signed by both Wix and Customer to the Order.
10. **Enforceability.** If any provision of this Order Terms and Conditions is held to be invalid, illegal, or unenforceable, such provision will be considered stricken from this Order Terms and Conditions, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.
11. **Entire Agreement.** This Order Terms and Conditions and the Terms referred to herein, together with the Order, including its exhibits (if applicable), embody the complete agreement and understanding between Wix and Customer and supersede and preempt any prior understandings, agreement (including, for the avoidance of doubt, any confidentiality agreement entered by and between the Wix and Customer), representations by or between Wix and Customer not expressly included herein and/or under the Terms, whether in written, oral or otherwise, which may have related to the subject matter hereof in any way.

**By purchasing the Purchased Solutions, Customer agrees to be bound by the Terms.**

**Exhibit A**

**General description of the Wix Enterprise Basic Plan Subscription**

**Enterprise hosting plans**

- Five (5) Enterprise hosting plans, marketing plans and domains (if applicable).
- Unlimited storage and bandwidth.
- Unlimited number of contributors per website.
- With an Enterprise subscription, Customer's sites supplied by Wix are certified with SOC 2 Type 2 and will be served over HTTPS using TLS v1.3. Wix also utilizes anti DDoS solutions to mitigate attack risks and enable SSO authentication methods to allow the Customer's team to work securely and efficiently.

**Enterprise product**

- Access to one (1) Enterprise Dashboard
- SSO integration for contributors.
- Unlimited custom roles.
- 1M monthly marketing emails.
- Custom templates.

**Enterprise service**

- A Customer Success Manager.
- Training sessions.
- Up to 50 hours of 1-on-1 consultations with Wix product specialists to provide in-depth information on products or solutions, and answer questions relating to design, SEO, security and performance.
- 24/7 priority Customer Care support.