General Terms and Conditions

Last Updated January 1st, 2024

These terms are exclusively applicable to Enterprise Customers situated within the Americas region and do not extend to Self-Service Customers. The pertinent terms for Self-Service Customers are available at https://www.storyblok.com/legal/terms.

1. Preamble and Applicability

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY, THEY PROVIDE IMPORTANT INFORMATION ABOUT THE STORYBLOK SERVICES AND CONTAIN A CLASS ACTION WAIVER, AND WAIVER OF JURY TRIAL CLAUSE.

Introduction. Storyblok and its Affiliates offer a SaaS-based headless content management system (including the Storyblok APIs and Documentation) and a digital experience platform (DXP) with a visual editor, that allows customers to upload, manage and publish Customer Content by using Storyblok APIs (the "Storyblok Services"). The Storyblok Services are made available to registered users at: https://www.app.storyblok.com, and/or as otherwise made available by Storyblok including through access to its website at www.storyblok.com. The Storyblok Services allow customers to publish or make available a variety of content, such as texts, images, videos or other files. Within the Storyblok Services customers may create several Spaces. Each Space is used to keep all Customer Content for a project of the customer. Spaces can be used to launch several websites or apps that are independent from each other. The Agreement applies to users of the Storyblok Services as well to anyone accessing the Storyblok website at: www.storyblok.com.

Notice to Users: You may sign up for the Storyblok Services as a Self-Service Customer or as directed by an organization, business or other legal entity that entered into an Order Form with Storyblok covering one or more Accounts and use of the Storyblok Services (Enterprise Plan Customer).

If You sign up for the Storyblok Services via the Storyblok app as a Self Service Customer either (i) for your own use (as indicated by using a personal email address/domain to sign up for the Storyblok Services) or (ii) directly or indirectly on behalf of an organization, business, or other legal entity ("Organization") for which you act, then the terms "You", "you", "Your" and "Customer" will either refer to you as an individual or Your Organization. You represent and warrant that you are of sufficient age in your jurisdiction, and that you have read, understood, and agree to the Terms of this Agreement and that you have the authority to bind Your Organization to the Agreement. Your access to and use of the Storyblok Services and the Storyblok website are conditioned upon your acceptance and compliance with the Agreement.

If you sign up for the Storyblok Services as directed by an Enterprise Plan Customer (as indicated by You using Enterprise Customer's email address/domain to sign up for the Storyblok Services) the Agreement entered into between Storyblok and the Enterprise Customer for which you act will govern the Storyblok Services with respect to such Accounts. These GTCs are effective as of the date printed above. Customer/Organization warrants and represents that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation and that it has the authority to enter into this Agreement.

2. Definitions

2.1. "**Account**" means one registered User with a unique email-address or Single-Sign-On (SSO). In one Account Customer can create or belong to multiple Spaces for Customer's projects and invite other Users to such spaces using their Account Identification.

2.2. "**Account Identification**" means a unique identification to one specific Account (system generated ID or single-sign-on-ID or email-address).

2.3. "**Account Information**" means information about Customer's account and information that Customer and its Users provide to Storyblok in connection with (1) the creation or administration of the Account; or (2) Storyblok's maintenance of the Account or the Storyblok Service. For example, Account Information includes names, usernames, passwords, email addresses, and billing information. You may review how Storyblok

handles and processes this and other personal data by viewing our Privacy Policy located here: https://www.storyblok.com/legal/privacy-policy .

2.4. "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the outstanding shares of the controlled entity.

2.5. "**Agreement**" means the entire contractual relationship between the Parties, including the Order Form (if applicable), these Terms, our Privacy Policy, the Documentation, the Technical Limits, together with any other documents agreed upon. No Agreement shall be entered without an applicable Order Form the terms of which shall be agreed to and signed by the Parties.

2.6. "**App**" means an application that extends the functionality of Storyblok by providing a custom interface extension in different places within the Storyblok Services made available to Customer by Storyblok or third-parties.

2.7. "**App Store**" means Storyblok's platform which Storyblok may choose to make available within the Storyblok Services where Apps from Storyblok or third-parties are offered.

2.8. "**Breaking Change**" means modifications or changes made to the latest Storyblok APIs (as of the start of the Subscription Term) that would cause an external system interfacing the latest Storyblok APIs to become non-operational.

2.9. "**Confidential Information**" means any information, data or documents disclosed by either Party that is marked or otherwise designated or labeled as confidential, proprietary (or similar) or that should otherwise be reasonably understood to be confidential in light of the nature of the information and the circumstances surrounding disclosure. However, Confidential Information will not include any information which (a) is in the public domain through no fault of receiving Party; (b) was properly known to receiving Party, without restriction, prior to disclosure by the disclosing Party; (c) was properly disclosed to the receiving Party, without restriction, by another person with the legal authority to do so; or (d) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information.

2.10. "**Customer**" means the individual or organization, business, or other legal entity entering into the Agreement with Storyblok, and which may subject to the terms and conditions of the Agreement access and use the Storyblok Services.

2.11. "**Customer Content**" is the content that is released, made available or transmitted by the Customer (or its designated Users) to Storyblok in connection with the use of the Storyblok Services, including, but not limited to, text, graphics, documents, photographs, images, music, videos, audio files, software, and any other form of information, data or files.

2.12. "**Documentation**" means instructions, either printed or digital, online help files, technical documentation, and user guides in order to use the Storyblok Services as may be updated by Storyblok from time to time.

2.13. "**Intellectual Property Rights**" means (whether registered or not) any patent, patent applications, copyright, trademark, trade name, service mark, service name, brand mark, brand name, logo, corporate name, Internet domain name or industrial design, any registrations thereof and pending applications therefor (to the extent applicable), any other intellectual property right (including, without limitation, any know-how, trade secret, trade right, formula, confidential or proprietary report, data or information any computer program, software, database or data right, and any license or other contract relating to any of the foregoing, and any goodwill associated with any business owning, holding or using any of the foregoing.

2.14. "**Order Form**" means the document containing the commercial details and specifying the Storyblok Services and/or other services or deliverables to be provided between Customer and Storyblok, mutually agreed and signed (electronically) by the Parties to the Agreement.

2.15. "**Parties**" means Customer and Storyblok.

2.16. "**Registration**" means the full process of a Customer giving necessary information on Customer's identity and confirmation as requested during the Account creation-process on the Storyblok App.

2.17. "**Self-Service-Subscription**" means subscription made by Customers subscribing to Storyblok's Services via Storyblok self-service-checkout (app.storyblok.com).

2.18. "**Storyblok**" means the contracting Storyblok entity named on the Order Form.

2.19. "**Storyblok Services**" shall have the meaning set forth in Section 1 of these Terms.

2.20. "**Storyblok App**" means the site available under app.storyblok.com.

2.21. "**Spaces**" means a content repository within the Storyblok Services with its own components, datasources, assets, environments, domains, accounts, and permissions.

2.22. "**Subscription**" means any agreed use of Storyblok's Services according to the Agreement during the Subscription Term and subject to the payment of the Subscription Fee.

2.23. "**Subscription Term**" shall mean the agreed period of coverage of the Storyblok Services within which Customer may access and use the Storyblok Services subject to payment of the Subscription Fee.

2.24. "**Subscription Fee**" shall mean the fees either set out in the Order Form or - as for Self Service Customers - shown to Self-Service Customer during the self-service subscription process on Storyblok's website for the agreed Subscription Term.

2.25. "**Technical Limits**" means technical or consumption-based limits or restrictions as defined under https://www.storyblok.com/docs/technical-limits as updated by Storyblok from time to time.

2.26. "**Terms**" means these General Terms and Conditions for Storyblok Services.

2.27. "**Third Party Login**" means login credentials from a supported third party site or product which are integrated to allow access the Account.

2.28. "**Third Party Services**" means any third party service, single-sign-on service (SSO), connection, site, website, platform, application, app, software or integration.

2.29. "**Third-Party App**" means an app created by a third party without any connection to or any liability of Storyblok.

2.30. "**Usage Data**" means any performance and usage data generated through Customer's or its Users' use of the Storyblok Services through an Account, including any aggregated, statistical and analytical information or analyses created and developed by Storyblok from such data. For the sake of clarity, Usage Data does not include any performance or usage data of Customer's websites or visitors of Customer's websites.

2.31. "**User**" means any person using Storyblok Services registered on either www.storyblok.com or app.storyblok.com. Users may include Customer, and Customer (or its Affiliates') employees, contractors, agents, or representatives authorized by and acting for Customer (or its Affiliates) to access and use the Storyblok Services according to the Agreement.

3. Use of the Storyblok Services

3.1. Agreement. Solely the Agreement defines the terms and conditions under which Customer is allowed to use and access the Storyblok Service. The Agreement is only established in a legally effective manner if an Order Form referencing these Terms is mutually signed by the Parties; Storyblok Services may only be used in accordance with the Agreement.

3.2. Acceptance & Entry Into Force. By either (i) signing an Order Form referencing these Terms or (ii) accessing or using the Storyblok Services, Customer agrees to be bound by the Agreement. These Terms form an integral part of the Agreement entered into between Customer and Storyblok. Customer represents and warrants that (i) Customer has full legal authority to enter into the Agreement and (ii) Customer has read, understands, and agrees to the terms of the Agreement.

3.3. No Other Terms and Conditions. Any other terms and conditions or parts thereof (including, but not limited to, terms and conditions of Customer referenced in any request for information, request for proposal, purchase order, website or similar) do not apply and are to be hold as null and void, as long as not explicitly stated and agreed otherwise by the Parties.

3.4. <u>Other Information Provided</u>. Information provided by Storyblok's staff, on Storyblok's website or in any marketing material, as well as Customer's requests for proposals, specifications mails or any other documents not explicitly linked or referred herein are non-binding and shall only become part of the Agreement if the Order Form or these Terms explicitly refer to it.

3.5. <u>Account Creation</u>. The Storyblok Services may only be accessed and used with a valid Account. Customer may either (i) create access credentials to access the Account; or (ii) use Third Party Login. Customer must provide and maintain true, accurate, current, and complete Account Information. Storyblok will confirm receipt of Customer's registration by an automatically generated e-mail.

3.6. <u>Right to Use</u>. Upon the Subscription Start Date indicated in the Order Form (and if no such Subscription Start Date is indicated, the execution of the Agreement), and subject to full payment of the Subscription Fees, Storyblok grants to Customer a worldwide, non-exclusive, non-transferable, non-sublicensable, license to use the Storyblok Services during the applicable Subscription Term for its own internal business purposes, solely to perform those functions defined in the Documentation, subject to all restrictions contained therein and subject to all Technical Limits and the terms and conditions of the Agreement. The right to use may be restricted to access and use only for a certain number of Users as agreed between Customer and Storyblok. Customer is liable for the acts and omissions of its Users as for its own.

3.7. <u>Affiliate Use</u>. Customer's Affiliates may, to the same extent as Customer and always subject to the terms and conditions of the Agreement, access and use the Storyblok Services for Customer's or its Affiliates' own business purposes, provided that such Affiliates act as Users under Customer's Account. If Customer provides Affiliate(s) with access to Customer's Account, Customer shall ensure in writing that its Affiliates are bound to the terms and conditions of the Agreement, whereas Customer remains directly and primarily responsible and liable for all access to and use of the Storyblok Services by its Affiliates and its Affiliate's Users.

3.8. <u>Customer Content</u>. Customer is entirely and solely responsible for its Customer Content. Storyblok is not responsible and shall assume no liability for Customer Content. Customer is solely responsible for the accuracy, legality, quality and integrity of the Customer Content and Customer warrants that its Customer Content does not and will not violate third party intellectual property rights and personal rights of third parties. It is solely Customer's responsibility to secure and create back-ups of Customer Content and any of its data.

3.9. <u>Usage Limits</u>. Storyblok Services may be subject to usage limits and restrictions. Usage limits will be set out in the Order Form. Customer agrees to use the Services within the usage limits. Customer is responsible for ensuring not to exceed the limits and restrictions. Customer understands and agrees that Storyblok may monitor Customer usage, but only for the limited purpose of determining whether Customer is complying with usage limits.

3.10. <u>Customer Responsibilities</u>. Without limitation and in addition to any other obligations under the Agreement, the Customer shall: (i) be solely responsible for the use of Storyblok Services through the Account, whether authorized or not; (ii) be solely responsible for all actions performed within its Account and from any login created by or assigned to Customer; (iii) be solely responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Storyblok Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like ("Customer Equipment & Services") and configuring its Customer Equipment & Services in order to access and use Storyblok Services; (iv) ensure any User's (including Users of its Affiliates) and any Affiliate's compliance with this Agreement in writing; (v) be fully liable for the acts and omissions of its Affiliates and its own and Affiliates' Users, as for its own; (vi) prevent unauthorized access to or use of the Storyblok Services; (vii) be solely responsible to safeguard the password and/or all access data to use and access the Account and/or for any activities or actions related to the Account; (viii) notify Storyblok immediately in writing of any actual, threatened or suspected cyber attack, breach of security, breach of data protection obligations, password misuse or any other unauthorized use or access of the Storyblok Services and omit anything that could cause financial losses or data leaks in such cases, (ix) be solely responsible for the accuracy, legality (including, but not limited to, the non-infringement of third party intellectual property rights), quality and integrity of the Customer Content; (x) follow the reasonable instructions provided by Storyblok without undue delay; (xi) be solely responsible to create backups of its data (including backups of Customer Content and any of its other data and information); and (xii) use the current version of the APIs or SDKs (see Section 3.14).

3.11. <u>Usage Restrictions</u>. Customer warrants and agrees not to do, and not to permit, facilitate, or encourage any third party to do, any of the following: (i) use the Storyblok Services or any part of it, outside the scope expressly agreed in this Agreement (including any usage limits and restrictions defined in the Order Form); (ii) transfer, sell, resell, license, sublicense, distribute, rent, lease, make available, offer or otherwise commercially exploit any Storyblok Services or act as a reseller for Storyblok; (iii) modify, copy, or create

derivative works of the Storyblok Services or any part thereof; (iv) disassemble, reverse engineer, or decompile the Storyblok Services or any part thereof or otherwise try to access or derive the source code of the Storyblok Services; (v) access, tamper with, or use non-public areas of the Storyblok Service, Storyblok's computer systems, or the technical delivery systems of Storyblok or its service providers; (vi) attempt to probe, scan, or test the vulnerability of the Storyblok Service or Storyblok's or Storyblok's providers' system or network, or breach any of Storyblok's security or authentication measures; (vii) disclose, share or allow unauthorized access to the password for the Account(s); (viii) share the Account across multiple Users; (ix) sign up or continue to be signed up for a Self Service Plan of the Storyblok Services using Customer's email address/domain.

3.12. <u>Acceptable Use</u>. Customer may not use, or facilitate, encourage, or allow any third party to use, the Storyblok Services or any part of it: (i) for any illegal or fraudulent activity or to promote illegal or harmful activities or substances; (ii) to violate the rights of others, including any third party privacy rights, patent, copyright, trademark, trade secret, moral rights or other intellectual property rights; (iii) to threaten, incite, promote, or actively encourage violence, terrorism, or other serious harm; (iv) for any content or activity that promotes child sexual exploitation or abuse; (v) to violate the security, integrity, or availability of any User, network, computer or communications system, software application, or network or computing device; (vi) to distribute, publish, send, or facilitate the sending of unsolicited mass email or other messages, promotions, advertising, or solicitations (or "spam"). Furthermore, Storyblok reserves the right and the sole discretion to refuse or remove any Customer Content that violates the Agreement or applicable law.

3.13. <u>Suspension</u>. While Storyblok has no obligation to screen or monitor any Customer activity or Customer Content, Storyblok may , partially or completely suspend the Storyblok Service, an Account, User or Space or reduce, limit or throttle the number of Users, Accounts, Spaces, amount of data, access or throughput in case: (i) the stability, integrity or availability of the Storyblok Services and/or the security of Storyblok, the Storyblok Services or a Storyblok Customer is in Storyblok's reasonable opinion at risk, or to mitigate or prevent the effects of any threat or attack to the Storyblok Services or any other network or systems on which the Storyblok Services rely; (ii) of infringement (even without Customer's fault) of or use of the Storyblok Services contrary to the Agreement (including, but not limited to Section 3.10, 3.11 and 3.12); (iii) of infringement of intellectual property rights of anyone or violation of applicable law.

Storyblok will use reasonable efforts to limit any suspension or limitation to the extent and duration reasonably required to remedy such risk, threat or issue. Given the criticality of the above mentioned circumstances, Storyblok is entitled to any such suspension or measures without prior notice, but will try to inform the Customer of such measures without undue delay. Customer understands and agrees that Storyblok will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer may incur as a result of any suspension or limitation by Storyblok. Customer will remain responsible for the Subscription Fees during any suspension. ANY CLAIMS AGAINST STORYBLOK RESULTING FROM ANY SUSPENSION OR LIMITATION ARE EXPRESSLY EXCLUDED AND WAIVED BY CUSTOMER.

3.14. <u>Changes</u>. Even though Storyblok avoids changes to the Storyblok Services (including the Storyblok APIs), Storyblok may modify, update or otherwise change, deprecate or republish the Storyblok Services or parts of it at its sole discretion. Any such changes will be applied automatically. Storyblok will use reasonable efforts to inform Customer of changes without undue delay through the change-log available within the Storyblok Services. In case of Breaking Changes, Storyblok will inform Customer of such Breaking Changes at least 30 days prior to the implementation of such changes. It is the sole responsibility of Customer to update its software applications or websites to accommodate any changes. Storyblok is not liable for any incompatibilities that may arise due changes in the Storyblok Services, AND CUSTOMER AGREES THAT ANY DAMAGES OR CLAIMS THAT MAY ARISE AS A RESULT OF SUCH CHANGES ARE EXCLUDED TO THE FULLEST EXTENT OF THE LAW.

3.15. <u>Termination Right for Breaking Changes</u>. Solely in the case of Breaking Changes, Customer may object to the implementation of such Breaking Changes for commercially reasonable reasons within 20 days after being notified of such change so that the Parties can work together to find a mutually agreeable solution. If no such commercially reasonable objection is raised within such twenty (20)-calendar day period any such Breaking Change shall be deemed accepted. If a commercially reasonable objection is raised and no solution can be agreed on within thirty (30) days after Customer was notified of the planned Breaking Changes, Customer's sole and exclusive remedy is to be entitled to terminate the Agreement for convenience; any pre-paid fees for any unused subscription periods following the effective date of termination shall - upon written request to Storyblok - be refunded on a pro-rata monthly basis (excluding any commenced month). CUSTOMER AGREES THAT THIS IS THE SOLE AND EXCLUSIVE REMEDY FOR CUSTOMER UNDER THESE CIRCUMSTANCES AND CUSTOMER HEREBY WAIVES ALL FURTHER CLAIMS FOR DAMAGES, COMPENSATION, AND OTHER CLAIMS RESULING FROM OR IN CONNECTION WITH SUCH TERMINATION.

3.16. <u>Third Party Apps, Services & Integrations</u>. The Storyblok Services may contain links to Third Party Services. Customer's use of any Third Party Services is subject to the terms applicable to such Third Party Services.Storyblok provides such links solely as a convenience, has no responsibility for the content or availability of such Third Party Services, and does not endorse such Third Party Services (or any products or other services associated therewith). Access to any Third Party Services linked to the Storyblok Services is at Customer's sole risk, and Storyblok is not responsible for the accuracy or reliability of any information, data, opinions, advice, or statements made by, on, or through such Third Party Services.

4. Performance & Service Level

4.1. <u>Uptime Service Levels</u>. Storyblok will use commercially reasonable efforts to make the Customer Content available through the Storyblok Content Delivery API with an availability of at least 99.9 % (ninety-nine point nine percent) uptime annual average ("Uptime Percentage"), excluding any scheduled Maintenance & Downtime as defined in Section 4.2.

4.2. <u>Maintenance & Downtime</u>. The Storyblok Services may become temporarily unavailable to perform maintenance, modifications, or upgrades. Storyblok will notify Customers reasonably in advance of any scheduled unavailability. Such scheduled Maintenance will be up to a maximum of 10 hours per year. Any claims against Storyblok resulting from such scheduled unavailability are excluded or waived. CUSTOMER HEREBY AGREES AND WAIVES, ANY CLAIMS FOR DAMAGES OF ANY KIND RESULTING FROM SUCH UNAVAILABILITY.

5. Subscription Term, Fees & Payment

5.1. <u>Initial Subscription Term</u>. The Agreement commences on the Subscription Start Date specified in the Order Form and continues to be in force for the term indicated in the Order Form, unless terminated earlier in accordance with the Agreement ("Initial Term"). If no term is specified in the Order Form, the term shall be one year.

5.2. <u>Automatic Renewal.</u> Unless otherwise noted in the Order Form or on the Storyblok App, any Subscription shall automatically renew for successive terms equal to Initial Term (each a "Renewal Term"; and together with the Initial Term the "Term") unless either Party notifies the other Party in writing (to Storyblok via email to sales@storyblok.com) of its intent not to renew at least thirty (30) days prior to the expiration of the then-current term. If Customer fails to do so, subscription will automatically renew and entitle Storyblok to collect the then-applicable Subscription Fees.

5.3. <u>Fees & Fee Changes</u>. Customer agrees to pay the applicable fees for accessing and using the Storyblok Services. The applicable fees for the Initial Term will be determined in the Order Form. As between Customer and Storyblok, agreed fees will apply for the agreed Initial Term. Storyblok may, in its sole discretion and at any time, modify the standard fees, provided that, as between Customer and Storyblok, any such modifications will become effective at the end of the then-current term for the consecutive Renewal Term. The applicable fees for any Renewal Term will be determined using the then-current standard list fees applicable for the renewed Storyblok Services.

Except as expressly agreed otherwise, fees for Renewal Terms will not be adjusted based on promotional or one-time discounts but on Storyblok standard list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription volume for any Storyblok Services has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.

Additional charges will apply if Customer exceeds any usage limits at the rate and the increments defined in the Order Form.

5.4. <u>Third Party Services Pricing</u>. Prices and fees for Third Party Services are set solely by the Third Party Services provider.

5.5. <u>Billing Information</u>. Customer shall provide Storyblok with accurate and complete billing information including: company name, full name of the contact person, address, state, zip code, country, telephone number, mail-address, VAT, Tax ID (or equivalent)-number as necessary. Incorrect or incomplete information may lead to additional efforts for Storyblok; Storyblok reserves the right to charge Customer for any additional efforts.

5.6. <u>No Refunds</u>. Unless explicitly stated otherwise, fees are based on subscriptions and/or services purchased and not actual usage. Unless explicitly stated otherwise in the Agreement, any fees paid, including, without limitation, Subscription Fees, are non-refundable.

5.7. <u>Payment & Payment Term</u>. Payment is made according to the Order Form. In general, and if not agreed otherwise in the Order Form, Storyblok's invoices are due for payment annually in advance, free of any charges and/or other deductions. Payments must, if not stated otherwise in the Order Form, be made in United States Dollars (USD). Payments must be made solely via bank transfer (wiring) within thirty (30) days of the date of the invoice. Money transfers are deemed to be paid only upon receipt of the money in Storyblok's bank account.

5.8. <u>Net of Taxes.</u> All prices are understood without any applicable taxes; Customer is solely responsible to pay the taxes stated on the invoice and is not entitled to withhold any taxes from amounts due. Storyblok will not be responsible for any taxes based on the Customer's net income or taxes imposed on the Customer arising from any consumption of goods and services. Storyblok will not be responsible for any other taxes, assessments, duties, permits, tariffs, fees, or other charges of any kind. Storyblok reserves the right to contest the determination of taxes by the tax authorities. Customer hereby indemnifies and holds harmless Storyblok for any taxes owed by Customer.

5.9. <u>Consequences of Payment Delays or Default</u>. The balance of any amount which remains unpaid more than ten (10) days after it is due to Storyblok shall accrue interest until paid at the rate equal to the greater of 1.5% per calendar month or the maximum amount allowed under applicable law (the default interest rate). In no event shall this interest provision be construed as a grant of permission for payment delays. In case of payment delays or default on a payment or in case Customer's use of the Storyblok Services exceeds the prepaid amounts, Storyblok, to the maximum extent allowable by applicable law, shall be entitled to: (i) choose to seek compensation of the actual damage incurred or of the default interest rate; (ii) charge Customer (and Customer undertakes to reimburse) any costs of dunning and collection agencies incurred (including reasonable attorneys' fees) in the case of Customer default on payment insofar as they are necessary for the appropriate legal actions; (iii) demand immediate payment of any outstanding invoices for accrued Storyblok Services (even if so far not yet due) or demand immediate payment for any Storyblok Services used in excess of prepaid amounts; (iv) require advance payment; (v) require appropriate security for future performance of Storyblok Services; and/or (vi) suspend Customer's account with fourteen (14) days prior notice. Storyblok is not liable for any damage, losses, losses of data or profits or any other negative impacts that may occur due to a suspension according to this provision. Other rights and remedies of Storyblok are expressly reserved.

5.10. <u>Counterclaims</u>. Any Customer's counterclaim may only be set off as long as such counterclaim is neither contested nor recognized by declaratory judgment.

6. Copyright Policy & Infringement of Proprietary Rights; Indemnification

6.1. <u>Indemnification by Storyblok</u>. Storyblok respects the intellectual property rights of others. Storyblok warrants that the Storyblok Services do not, to the best of Storyblok's knowledge, infringe Intellectual Property Rights of any third party. In case Storyblok is in breach of this non-infringement warranty and a claim, demand, action, suit or proceeding is made or brought against Customer by a third party alleging such infringement ("Infringement Claim"), Storyblok indemnifies and holds Customer harmless from any damages (including reasonable costs and attorney-fees) finally awarded against Customer as a result of the Infringement Claim, provided that Customer (a) promptly gives Storyblok detailed written notice of the Infringement Claim (notification to the attention of <u>legal@storyblok.com</u>) (for the purposes of this Section 6.1 "promptly" shall mean in sufficient time so that Storyblok's ability to defend the claim is not jeopardized or prohibited), (b) agrees to give Storyblok sole and exclusive control of the defense and settlement of the Infringement Claim, and (c) gives Storyblok all reasonable assistance requested by Storyblok, at Storyblok's expense. Customer may not settle any Infringement Claims, nor create any obligation on behalf of Storyblok, without the prior written approval of Storyblok. If Storyblok receives information about an infringement or misappropriation claim related to the Storyblok Services, Storyblok may in its sole discretion and at its sole expense (i) modify the Storyblok Services so that it no longer infringes or misappropriates such third party rights, (ii) obtain a license for Customer's continued use of the Storyblok Service in accordance with the Agreement, or (iii) terminate the Agreement upon 30 days' written notice and refund Customer any prepaid fees covering the remainder of the term after the effective date of termination, calculated on a monthly basis. This indemnification obligations do not apply to the extent an Infringement Claim arises from (i) combination of Storyblok Services with third party products, services or systems; (ii) Customer Content; (iii) Customer's breach of this Agreement; (iv) Customer's use of the Storyblok Services, (v) unauthorized modifications of

the Storyblok Services, (vi) products or services for which there is no, or Customer pays no, fee. This Section 6.1 states Storyblok's sole liability to, and Customer's exclusive remedy against Storyblok for any third party claims covered by this Section.

6.2. <u>Indemnification by Customer</u>. It is Storyblok's policy to respond to any claim that content posted and/or stored on the Storyblok Service infringes the copyright or other intellectual property of any third party. Storyblok reserves the right to remove infringing material or disable all links to the infringing material. Customer is solely responsible for the legality of the Customer Content stored and/or used by Customer and the Customer Content does not infringe third party rights. Storyblok has no duties of care, protection or warning in this respect. Therefore, the Customer guarantees to own or have all corresponding and necessary rights, licenses, consents and permissions to the Customer Content submitted, uploaded, stored, managed, published and/or used. Customer shall indemnify and hold Storyblok harmless (including costs and reasonable attorney-fees) against any actual or threatened claim, loss, cost, expense, damages, liability or similar in this respect.

6.3. <u>General Indemnification by Customer</u>. Customer will indemnify and hold harmless Storyblok and its Affiliates for any Loss arising from or in connection with any Claim made against any Storyblok Indemnitee: (i) with respect to any injury, death, loss or damage to tangible property to the extent resulting from Customer's breach of this Agreement or negligence; (ii) to the extent resulting from Customer's failure to comply with its data protection, confidentiality or privacy obligations; (iii) to the extent resulting from Customer's breach of applicable law in using the Services; and (iv) to the extent resulting from Customer's use of the Services in breach of this Agreement. For the purposes of this section **"Claim"** means any allegation, claim or proceeding (whether actual or threatened): (i) raised by a third party; and (ii) any statutory or regulatory fines and **"Loss"** means any loss, damages, liability and costs, including, but not limited to, reasonable attorney's and expert's fees. "**Storyblok Indemnitee**" means Storyblok, each of its Affiliates and each of their respective directors, officers, employees, and agents.

7. Intellectual Property

7.1. <u>Storyblok Ownership Rights</u>. The Storyblok Services and any and all Intellectual Property Rights embodied in the Storyblok Services, including the know-how and methods by which the Storyblok Services are provided and the processes that make up the Storyblok Services, and its original content, features and functionality and any updates, upgrades, additions, modifications or other developments made or conceived by Storyblok (irrespective of which party provided the greater actual or financial contribution to its creation) are and will remain the exclusive property of Storyblok. Except for the limited and express rights granted hereunder, Storyblok reserves all rights, title and interests in and to the Storyblok Services and any Confidential Information of Storyblok.

7.2. <u>Storyblok Logos & Marks</u>. The Storyblok Services, trademarks, trade names, service marks, and logos, whether or not registered are legally protected. Storyblok trademarks, trade names, service marks, logos and property rights may not be used in any way without the prior written consent of Storyblok.

7.3. <u>Customer Content Ownership</u>. As between Customer and Storyblok, Customer Content is owned or rightfully licensed by Customer. Customer grants Storyblok a non-exclusive, worldwide, free and, within the framework of the Agreement, unlimited right to use the Customer Content for the term of the Agreement; this right of use is restricted to the purpose of the proper fulfillment of the Agreement and the provision of the Storyblok Services.

7.4. <u>Feedback.</u> Customer may provide Storyblok suggestions or comments for enhancements or improvements, new features or functionality or other feedback for the Storyblok Services or other services, performances or information provided by Storyblok ("Feedback"). If Customer does provide Feedback, Storyblok will have full discretion to determine whether or not to proceed with the development of any requested enhancements, new features or functionality or implementation or usage of Feedback. Storyblok may at its sole discretion and without any obligation to compensate or reimburse Customer, irrevocably use, incorporate and otherwise fully exercise and exploit, commercialize or modify any such Feedback or parts of it in connection with any of its products and services without any restriction whatsoever.

7.5. <u>Usage Data</u>. Storyblok may collect Usage Data. Storyblok owns, shall own and shall continue to own all right, title and interest in and to all Usage Data.

8. References

8.1. <u>Reference Customer</u>. Customer grants Storyblok and its Affiliates a right to name Customer as a reference customer and display Customer's logo on Storyblok's website and online-, social- or print-media.

8.2. <u>Marketing Activities</u>. Customer grants Storyblok and its Affiliates a right to use any corporate names, logos, trademarks, and similar for advertising and marketing purposes - without any deviation to and solely within Customer's brand guidelines. It is Storyblok's obligation to request and ensure fulfillment of Customer's brand guidelines. In the event Customer has identified deviations from its guidelines, Customer will inform and request Storyblok to correct the deviation within one week.

8.3. <u>Press Releases</u>. Storyblok and its Affiliates may issue a press release announcing Customer's selection of the Storyblok Service. The text of the press release will be subject to Customer's prior written approval, not to be unreasonably withheld or delayed.

9. Warranties

9.1. <u>Warranty</u>. Storyblok is a service provider. Storyblok provides the Storyblok Services in accordance with the Agreement. Storyblok is providing the Storyblok Services diligently and with adequate care. Storyblok will provide the Storyblok Services in accordance with all laws applicable to Storyblok. Storyblok will use appropriate software to scan the Storyblok Services for viruses or similar malicious software or code.

9.2. <u>DISCLAIMER OF WARRANTY.</u> EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT THE STORYBLOK SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR COURSE OF PERFORMANCE. STORYBLOK DOES NOT WARRANT THAT THE STORYBLOK SERVICES OR APPS ARE COMPATIBLE WITH THE SOFTWARE OR HARDWARE OR IT ENVIRONMENT OF CUSTOMER. STORYBLOK DOES NOT WARRANT ANY COMMERCIAL SUCCESS OF ANY KIND AS A RESULT OF THE USE OF THE STORYBLOK SERVICES. STORYBLOK DOES NOT WARRANT OR GUARANTEE THAT THE STORYBLOK SERVICES WILL BE UNINTERRUPTED, BUG-FREE, ERROR-FREE, OR FULLY FUNCTIONAL AT ALL TIMES. TO THE FULLEST EXTENT ALLOWABLE BY LAW STORYBLOK EXPRESSLY DISCLAIMS ALL WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT.

9.3. <u>Remedy</u>. If Storyblok breaches its warranty under Section 9.1 (a) Storyblok will use reasonable efforts to correct the non-conformity or any bugs, errors or other failures ("Defects") within reasonable time after being notified of such Defects. If Defects occur, Customer shall immediately provide written notification to Storyblok by describing the Defect in reasonable detail. If Customer fails to do so, Customer may no longer assert any claims under warranty. The existence of Defects must always be proven by the Customer. The warranty is furthermore limited to reproducible Defects. In case of minor Defects (meaningdefects that only slightly impair the usage of the Storyblok Services) any warranty claims of Customer shall be excluded but Storyblok will use reasonable efforts to remedy slight Defects within updates generally made available to its customers. In case of material Defects (=meaning defects that prohibit or severely impair usage of the Storyblok Services), if Storyblok does not remedy any such material Defects within reasonable time (whereas such time must allow for at least 2 (two) attempts of rectification for Storyblok), Customer's sole and exclusive remedy shall be to be entitled to request either (i) a reasonable price reduction proportionate to the Defect or (ii) in case further use of the Storyblok Services is commercially unacceptable due to the material Defects, to terminate the Agreement in accordance with Section 12.2 b) below. This warranty does not apply to (a) issues caused by misuse or unauthorized modifications, (b) issues in or caused by Third Party Services or other third party systems or (c) Free Trials, free proof-of-concepts or other free or evaluation use. Storyblok may access Customer Spaces to investigate, verify and remedy Defects.

9.4. <u>No warranty for third party offerings.</u> While it is in Storyblok's full interest that any Third Party Services provided by third-parties via Storyblok App Store or otherwise are working with the same highest quality Storyblok's Customers are expecting, Customer understands and agrees that Storyblok cannot guarantee such quality or performance. Any purchase, access or use by Customer of such Third Party Services or services, and any exchange of data between Customer and any Third Party Services provider, product or service is solely between Customer and the Third Party Services provider. Customer understands and agrees that Storyblok will not be liable for any Third Party Services in any way, including any disclosure, modification or deletion of data resulting from the use of Third Party Services.

10. Limitation of Liability

10.1. Culpability. Storyblok shall only be liable for compensation for damage caused by it, its directors, employees, partners, agents, suppliers, contractors or Affiliates (hereinafter its "Representatives"), in connection with the Storyblok Services, only in the event that such damage was caused by gross negligence or intent.

10.2. Limitation of Liability. EXCEPT IN CASES OF WILLFUL INTENT OR GROSS NEGLIGENCE ON THE PART OF STORYBLOK, SHOULD STORYBLOK BE LIABLE FOR ANY REASON, THE TOTAL AGGREGATE LIABILITY OF STORYBLOK FOR ANY AND ALL CLAIMS SHALL NOT EXCEED THE SUBSCRIPTION FEES ACTUALLY PAID BY CUSTOMER TO STORYBLOK, IN THE 12 MONTHS PRECEDING THE FIRST INCIDENT FROM WHICH LIABILITY AROSE. MULTIPLE CLAIMS SHALL NOT INCREASE STORYBLOK'S LIABILITY.

10.3. Exclusion of Indirect Damages & Liability. CUSTOMER ACKNOWLEDGES AND AGREES THAT STORYBLOK DOES NOT CONTROL TRAFFIC ON THE INTERNET. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL STORYBLOK OR ITS REPRESENTATIVES BE LIABILE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOSS OF PROFITS, LOSS OF DATA, LOSS OF GOODWILL, LOSS OF REPUTATION OR OTHER INTANGIBLE LOSSES, EVEN IF STORYBLOK HAS BEEN NOTIFIED OF THE POSSIBLE EXISTENCE OF SUCH DAMAGES. IN PARTICULAR, AND WITHOUT LIMITATION, STORYBLOK SHALL NOT BE LIABLE FOR DAMAGES RESULTING FROM (I) CUSTOMERS ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE STORYBLOK SERVICES (UNLESS THE INABILITY WSA CAUSED SOLELY BY STORYBLOK); (II) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE STORYBLOK SERVICES; (III) ANY CONTENT OBTAINED FROM THE STORYBLOK SERVICES; (IV) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF CUSTOMER'S TRANSMISSIONS OR CUSTOMER CONTENT; (V) INSTRUCTIONS NOT ISSUED BY STORYBLOK; (VI) CUSTOMERS INSUFFICIENT OR UNSUITABLE EQUIPMENT, SOFTWARE, OR INTERNET BANDWITH; (VII) CUSTOMER'S NON-COMPLIANCE WITH THE AGREEMENT OR INCORRECT USE OF THE STORYBLOK SERVICES; AND/OR (VIII) ANY OTHER LIABILITY RESULTING FROM CUSTOMER'S ACTIONS. .

10.4. Burden of Proof. The aggrieved Customer must prove the existence of (severe) gross negligence or willful intent.

10.5. Limitation Period. Any claims for damages are subject to a limitation period of one (1) year from the date of Customer's knowledge of the acts giving rise to the damage.

11. Confidentiality, Security and Data Protection

11.1. Confidentiality. Both Parties shall treat Confidential Information confidential and shall maintain its secrecy. Each Party agrees to exercise due care in protecting the Confidential Information from unauthorized access, use and disclosure. Each Party agrees that it shall take all reasonable steps, at least substantially equivalent to the steps it takes to protect its own confidential or proprietary information, to protect Confidential Information. Each party agrees that it will use the Confidential Information of the other Party solely in accordance with the provisions of the Agreement and it will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other party's prior written consent. Either Party may disclose Confidential Information to its or its Affiliates' employees, contractors, officers, directors, attorneys, auditors, financial advisors and other representatives who have a need to know and are legally bound to keep such information confidential by confidentiality obligations consistent with those of this Agreement. If a Party is required by law to disclose Confidential Information, such Party shall (i) (to the extent legally possible) provide the disclosing party with prior written notification thereof, (ii) provide the disclosing party with the opportunity to contest such disclosure, and (iii) use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in this Agreement.

11.2. Personal Data. Both parties shall comply with the applicable provisions of the European General Data Protection Regulation (GDPR). To the extent that Storyblok processes any Personal Information (as defined in the DPA) contained in Customer Content subject to GDPR, the Storyblok Data Protection Agreement shall apply to such processing. Customer may access the Storyblok DPA under www.storyblok.com/legal/dpa. Storyblok collects and processes certain personal data in connection with providing the Storyblok Services (e.g. access credentials, email addresses etc.). To the extent such data is subject to GDPR, Storyblok is a Data Controller. Customer may read more about this in Storyblok's Privacy Policy available here (www.storyblok.com/privacy-policy) and incorporated herein by reference.

12. Termination

12.1. <u>Term</u>. If not agreed otherwise (e.g. automatic renewal) the Agreement and the use of Storyblok Services terminates with the last day of the agreed term. For the sake of clarity, the Agreement may not be terminated for convenience during the agreed term.

12.2. <u>Termination for Cause</u>.

   a)   Storyblok may terminate the Agreement for cause if Customer materially breaches the Agreement and fails to fix such breach within fourteen (14) days after written notification and request to do so.

   b)   Customer may terminate the Agreement for cause if Storyblok materially breaches any provision of the Agreement and fails to fix such breach within fourteen (14) days after written notification and request to do so.

12.3. <u>Consequences of Termination</u>. In case the termination following Section 12.2.a) affects a period covered by pre-paid fees, the termination will be effective immediately; no pre-paid fees whatsoever (including Subscription Fees covering the remainder of the Term) will be refunded. In addition, all fees for services and/or products provided by Storyblok and not yet paid by Customer become due and owing immediately and shall be paid by Customer. In case of termination following Section 12.2 b) any pre-paid fees for any unused subscription periods following the effective date of termination shall - upon written request to Storyblok - be refunded on a pro-rata monthly basis (excluding any commenced month). In both cases, (Section 12.2 a) and 12.2 b.) any consumption-based fees will be charged and calculated according to the actual usage.

12.4. <u>No Further Use</u>. Upon the effective date of termination, (i) all rights, licenses, and subscriptions granted to Customer under the Agreement will cease immediately; (ii) Customer shall immediately stop (and cause any Affiliates and Users to stop) using the Storyblok Services, whereby following the effective date of termination, any access and use of the Storyblok Services by Customer shall be an infringement and/or misappropriation of Storyblok's proprietary rights; and (iii) Customer shall immediately either return or destroy (at Storyblok's discretion) all Storyblok Confidential Information and certify same in writing to Storyblok.

12.5. <u>Deletion of Customer Content</u>. Storyblok will use commercially reasonable efforts to continue to store Customer Content for up to 90 days to allow for any potential renewal requests by Customer. During such period Customer may contact Storyblok to inquire renewal of its subscription, subject to the then applicable fees. Storyblok will not be liable for any data loss resulting from termination of this Agreement.

13. Applicable Law & Jurisdiction

13.1. <u>Applicable Law</u>. The Agreement shall be governed and construed in accordance with the laws of the State of Delaware, U.S.A, without regard to its conflict of law provisions.

13.2. <u>Jurisdiction</u>. The exclusive venue and jurisdiction for any and all claims resulting from or in relation to the Agreement shall be the state and federal courts of the State of Delaware, U.S.A., to whose personal jurisdiction each of the Parties hereby consents and submits.

13.3. <u>CLASS ACTION WAIVER</u>. WHERE PERMITTED UNDER APPLICABLE LAW, YOU AND STORYBLOK AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OF ANY KIND. UNLESS YOU AND STORYBLOK AGREE, NO ARBITRATOR OR JUDGE, AS THE CASE MAY BE, MAY CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS OR OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.

14. Self Service - Reserved

14.1. <u>Self-Service Customers</u>. Storyblok Services may be available via self-service. In case You subscribe to Storyblok's Services via self-service-checkout in the Storyblok App (app.storyblok.com) you are considered a Self-Service Customer. This Section 14 is applicable if you are a Self-Service Customer only. For the sake of clarity, any reference to "Customer" in the Agreement shall refer to You as Storyblok's Self-Service Customer.

14.2. <u>Restriction</u>. In case the organization, business or legal entity (including affiliates) for which You act directly or indirectly has entered into an Order Form with Storyblok (Enterprise Customer) You are prohibited from creating or using a Self-Service Account using Your Organization's email address. Storyblok reserves the right to suspend Your Access to the Storyblok Services or terminate the Agreement with you at any time and without notice in case You sign-up as a Self Service Customer using your Organization's email address when an Order Form with Your Organization is in place (irrespective of whether You became a Self-Service Customer prior or after the Order Form with the Enterprise Customer is in place). Any prepaid-fees will be refunded in such case on a timely pro-rata basis.

14.3. <u>Entry-into-force & Notice to Self-Service Customers</u>. A contract will only be legally effective and binding with Your first successful Subscription Fee payment. By either (i) clicking "I accept", ticking a box indicating acceptance or other acceptance mechanisms provided; or (ii) accessing or using the Storyblok Services, You agree to be bound by the Agreement.

14.4. <u>Applicable Terms</u>. Solely the unmodified standard Storyblok terms and conditions available under www.storyblok.com/terms will form part of the Agreement and no other terms. In case of any discrepancies between the rules stipulated in this Section 14 and any other part of these Terms, the terms of this Section 14 will prevail the relevant part of the Terms.

14.5. <u>Fees</u>. The applicable fees will be determined in the Storyblok App

14.6. <u>Billing</u>. You will be billed in advance on a recurring and periodic basis ("Billing Cycle"). Billing Cycles are depending on the type of the subscription plan Self-Service Customer selects when purchasing a subscription. These Terms form an integral part of the Agreement entered into between You and Storyblok.

14.7. <u>Period of coverage</u>. Storyblok will indicate the subscription term within the Storyblok app. You will have the option to select a specific or unspecific period of coverage; upon selecting such period of coverage, the period selected shall constitute the Billing Cycle and You shall pay the subscription fees set out in the subscription process.

14.8. <u>Automatic renewal</u>. Any timely specified Subscription Term shall automatically renew for successive terms equal to the term agreed in the subscription process unless You cancel the subscription's renewal via the self-service platform at least thirty (30) days prior to the expiration of the then-current billing cycle. If You fail to do so, subscription will, subject to Section 14.10 and 14.14, automatically renew under the exact same conditions.

14.9. <u>Payment</u>. A valid payment method, including credit card, is required to process the payment for Your subscription. You shall provide Storyblok with accurate and complete billing information including company name, full name of the contact person, address, state, zip code, country, telephone number, mail-address, VAT (or equivalent)-number and a valid payment method information. By submitting such payment information, You automatically authorize Storyblok to charge all subscription fees incurred through Your account to any such payment methods. Incorrect or incomplete information can lead to an additional effort for Storyblok, which will be charged to You. Should automatic billing fail to occur for any reason, Storyblok will issue an electronic invoice indicating that You must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice. Should automatic billing fail to occur for any reason for more than one Billing Cycle Storyblok shall be entitled to terminate the Agreement with 30 day prior notice.

14.10. <u>Subscription Fee Changes</u>. Storyblok, in its sole discretion and at any time, may modify the subscription fees. Any subscription fee change will become effective at the end of the then-current Billing Cycle; adjusted prices will be charged beginning with the consecutive Billing Cycle. Your continued use of Storyblok Services after the subscription fee change comes into effect constitutes your agreement to the modified subscription fee.

14.11. <u>Availability</u>. In express deviation to Section 4.1 of the Terms, Storyblok will provide the Storyblok Services with a best possible availability as described in the respective Storyblok Plan Comparison.

14.12. <u>References</u>. You grant Storyblok a right free-of-charge to use your Organization as a reference customer on the Storyblok website or in other online or print media as well as on any (social) media platforms. Storyblok may use your Organization's corporate names (as part or in whole), logos, trademarks, and/or similar identifiers for any advertising and/or marketing purposes. Storyblok may issue a press release announcing your Organization's selection of the Storyblok Service. The content of the press release will be subject to Storyblok's own discretion.

14.13.   Termination. If you have agreed to use Storyblok Services for an indefinite period, both You and Storyblok are entitled to terminate the Agreement in writing at the end of each Billing Cycle. Any Storyblok Services and/or Your account may be terminated within the provided options as mentioned above through the Account and/or respective management tools.

14.14.   Changes of applicable terms. Storyblok reserves the right, at Storyblok's sole discretion, to modify or replace these Terms at any time. If a revision is material Storyblok will try to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Storyblok's sole discretion. By continuing to access or use Storyblok Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, You shall stop using the Storyblok Service. Any pre-paid fees shall not be refunded. Any of Your claims in this regard shall be excluded or waived.

15.   Trial & Free Use

15.1. Free Use & Trial. Storyblok may, in its sole discretion, offer free use or a subscription with a trial for a limited period of time.

15.2. Billing Information. In case of Self Service, Customer may be required to enter Customers billing information in order to sign up for the free trial. If the Customer does enter the billing information when signing up for the free trial, Customer will not be charged by Storyblok until the free trial has expired. On the last day of the free trial period, unless Customer canceled the subscription, Customer will be automatically charged the applicable subscription fees for the type of subscription Customer has selected.

15.3. Changes. At any time and without notice, Storyblok reserves the right to (i) modify the Agreement or any part of it and the free trial or proof of concept, and/or (ii) cancel such free trial or proof of concept.

15.4. Deletion of Data. Customer acknowledges that Customer data or information can be deleted at any time and Customer assumes sole responsibility for any data backup. Storyblok assumes no liability for any damage caused by (even partial) loss or destruction of data or information.

15.5. No Warranties. For free trials Storyblok will not be liable for any damages. For free trials any and all warranties are excluded and the Storyblok Services are provided "AS-IS" and "AS AVAILABLE", without warranties of any kind, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. In particular, Storyblok does not warrant that the Services as part of the Free Trial are available, free from any defects, errors, bugs or other flaws. Storyblok does not warrant any specific results of any kind whatsoever or any performance. Free-Trial-Customers use the Storyblok Services at their own risk.

15.6. No Liability. Storyblok shall not be liable for any claim, damages or other liability in the connection with the Storyblok Services offered as Free Trial, whether in an action of contract, (severe) gross negligence, arising from or out of or in connection with the Storyblok Services or the use of or inability to use the Storyblok Services.

16.   Miscellaneous

16.1. Links to other websites or services. Storyblok Services may contain links to Third Party Services or third party websites that are not contracted, owned or controlled by Storyblok. Therefore, Storyblok has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or Services. Storyblok strongly advises the Customer to read the terms and conditions and privacy policies of any third-party website that Customer visits. Customer acknowledges and agrees that Storyblok shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or Services available on or through any such websites or Services.

16.2. Assignment. Customer may not assign the Agreement or any rights or obligations under the Agreement to a third-party without Storyblok's prior written consent. Storyblok may transfer or assign the Agreement or its rights and obligations under the Agreement to any of its Affiliates. Such assignment shall be made and become effective with written notice (email) to the Customer. This Agreement is binding upon the Parties and their heirs, executors, legal and personal representatives, successors and assignees, as the case may be. For purposes of the Agreement, any change of control will be deemed an assignment.

16.3. <u>Errors or Adjustment Clause</u>. Customer has full knowledge of all circumstances concerning the Storyblok Service. Customer is aware of its true value. A contestation of the contract due to error or any other avoidance or adjustment clause (e.g. laesio enormis) is expressly excluded between the Parties.

16.4. <u>Force Majeure.</u> Storyblok will not be deemed in breach of the Agreement for any cessation, interruption, failure, breakdown or delay in the performance of its obligations due to causes beyond its reasonable control ("Force Majeure Event"), including, but not limited to, earthquakes, weather events, floods, fires, or other natural disasters, acts of God, labor controversies, civil disturbances, terrorism (including cyber-terrorism), war (whether or not officially declared), consequences of epidemic or pandemic crisis, technical breakdowns or interruptions of third parties (including acts or omissions of internet traffic carriers), loss of electricity or other utilities, cyber attacks (e.g., denial of service attacks), delays by Customer in providing required resources or cooperation, or the inability to obtain sufficient supplies, transportation, or other essential commodity or service required in the conduct of its business, or compliance with or any change in or the adoption of any law, regulation, judgment or decree or other acts or omissions of regulatory or governmental authorities that impact the availability, performance or delivery of the Storyblok Services.

16.5. <u>Waiver</u>. Any non-enforcement of any right or provision of the terms of the Agreement will not be considered a waiver of those rights.

16.6. <u>Severability</u>. Should any provision of the Agreement be legally ineffective, invalid and/or null and void or become so in the course of its term, this shall be without prejudice to the legal effectiveness and the validity of the other provisions. In such case the invalid and legally ineffective provision shall be replaced by one which is legally effective and valid and in its economic corresponds to the provision replaced – insofar possible and legally admissible.

16.7. <u>Entire Agreement</u>. The Agreement supersedes and replaces any prior agreements between the Parties relating to the subject matter hereof. Agreements or arrangements that diverge from the Agreement require Storyblok's prior written confirmation. In the event of a conflict between these Terms and the Order Form or any other document, the Order Form takes precedence over the Terms and the Terms take precedence over any other document.

16.8. <u>Survivability</u>. The provisions of this Agreement which by their terms or nature call for performance subsequent to termination or expiration of this Agreement shall remain operative and in full force and effect, including, but not limited to, all express representations and warranties, limitations of liability, choice of law and venue, confidentiality, and indemnifications.

17. DIGITAL MILLENNIUM COPYRIGHT ACT

17. If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Service, please notify Storyblok's copyright agent, as set forth in the Digital Millennium Copyright Act of 1998 ("DMCA"). For your complaint to be valid under the DMCA, you must provide the following information in writing to us:

1. An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
2. Identification of the copyrighted work that you claim has been infringed;
3. Identification of the material that is claimed to be infringing and where it is located on the Service;
4. Information reasonably sufficient to permit Storyblok to contact you, such as your address, telephone number, and, e-mail address;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
6. A statement, made by you or a person authorized to act on behalf of the copyright owner made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.
7. The above information must be submitted to the following DMCA Agent:

Attn: DMCA Notice
Storyblok, Inc.
DCMA Agent: Amarilda Ulrich
Address: 1209 Orange Street
    19081 Wilmington, United States
Fax:
Email: [legal@storyblok.com]

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.

Please note that this procedure is exclusively for notifying Storyblok that your copyrighted material has been infringed. The preceding requirements are intended to comply with Storyblok's rights and obligations under the DMCA, including 17 U.S.C. §512(c), and do not constitute legal advice.