

SPOTIFY PLUGINS FOR BACKSTAGE LICENSE TERMS

LAST UPDATED: DECEMBER 15, 2022

Please read these Spotify Plugins for Backstage License Terms (the “**License Terms**”) carefully as they govern your access to, and use of, Spotify’s proprietary plugins for Backstage (collectively, the “**Software**”). By signing or executing an order form that incorporates these License Terms by reference (an “**Order Form**”), or expressing your consent to these License Terms, or otherwise downloading, accessing or using the Software or a license key to the Software, you agree to these License Terms. If you do not agree to these License Terms, then you must not access or use the Software. These License Terms together with Exhibit A attached hereto and all Order Forms incorporating these License Terms collectively form the “**Agreement**”.

The Agreement is between you and (a) if you are an entity organized under or otherwise subject to the laws of the United States of America: **Spotify USA, Inc.**, a Delaware Corporation with offices at 4 World Trade Center, 150 Greenwich Street, 62nd Floor, New York, New York 10007; or (b) if you are an entity organized under or otherwise subject to the laws of any country outside of the United States of America: **Spotify AB**, a Swedish limited liability company with offices at Regeringsgatan 19, 111 53 Stockholm, Sweden, with registered number 556703-7458 (“**Spotify**”, “**we**”, “**us**” or “**our**”).

IF YOU ARE AN INDIVIDUAL ACCESSING OR USING THE SOFTWARE ON BEHALF OF, OR FOR THE BENEFIT OF, ANY CORPORATION, PARTNERSHIP, OR OTHER ENTITY WITH WHICH YOU ARE EMPLOYED OR ASSOCIATED, THEN YOU ARE AGREEING TO THIS AGREEMENT ON BEHALF OF YOURSELF AND SUCH ORGANIZATION, AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND SUCH ORGANIZATION TO THIS AGREEMENT. References to “**you**”, “**your**” and “**Customer**” in this Agreement will refer to both the individual using the Software and to any such organization.

THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION THAT, AS FURTHER SET FORTH IN SECTION 14 BELOW, REQUIRES THE USE OF ARBITRATION TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR ANY OTHER COURT PROCEEDINGS, OR CLASS ACTIONS OF ANY KIND.

1. License.

(a) Subject to your obtaining a valid license key for the Software from Spotify and your compliance with this Agreement, Spotify grants to you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use the Software and any documentation for the Software made available by us to you in connection with this Agreement (the “**Documentation**”), solely for your internal business purposes and subject to the number of individual user seats that you have purchased from Spotify (collectively, the “**License**”). The Software and Documentation are licensed, not sold or transferred to you, and Spotify and its licensors retain ownership of all copies of the Software (even after installation by you on any devices) and the Documentation.

(b) The Software may be used with the Backstage open source platform (“**Backstage OSS**”). For clarity, Backstage OSS is governed by a separate license granted by the Linux Foundation pursuant to a separate agreement, and is not governed by this Agreement. More information on the license for Backstage OSS can be found at <https://backstage.io/>. In order to properly use the Software, you must ensure that you are using the latest version of the Backstage OSS. We make no commitments or guarantees that the Software will work with your instance of the Backstage OSS. We are neither responsible nor liable for your use of, or inability to use, Backstage OSS.

(c) The Software and Documentation are the property of Spotify or Spotify’s licensors. All Spotify trademarks, service marks, trade names, logos, domain names, and any other features of the Spotify brand, whether included in the Software or otherwise (“**Spotify Brand Features**”) are the sole property of Spotify or its licensors. The Agreement does not grant you any rights to use or modify any Spotify Brand Features whether for commercial or non-commercial use.

2. Trial License. From time to time, we may offer trials of the Software for a specified trial period at no cost or at a reduced rate. If you are using the Software under a trial, then in addition to the licensing terms and restrictions set forth in these License Terms, the License is granted solely for purposes of your internal testing and evaluation of the Software during the trial period (a “**Trial License**”). NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE LICENSE TERMS, THE SOFTWARE IS PROVIDED “AS IS” WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS OF ANY KIND DURING THE TRIAL PERIOD. We reserve the right to refuse or revoke a Trial

License at any time and for any reason, without liability to you.

3. Managed Software. If you are accessing or using Software that is provided by Spotify as a managed software (the “**Managed Software**”), the supplemental hosting terms set forth in Exhibit A attached hereto (the “**Hosting Terms**”) apply to your use of the Managed Software in addition to the terms and conditions set forth in the License Terms.

4. Changes.

We may from time to time make changes to:

(a) the Software, including without limitation releasing new software or software versions that updates, supplements or replaces the original Software, or discontinuing Software or specific Software functions or features, provided that, for material changes, we will seek to provide reasonable advance notice to you via email or other direct means before such material changes take effect. Any such changed Software is governed by this Agreement unless separate license terms accompany such changes, in which case such separate terms will govern in the event of a conflict between such separate terms and this Agreement, or as otherwise provided in such separate terms.

(b) these License Terms, by notifying you of such changes by any reasonable means, including without limitation by posting the revised License Terms on backstage.spotify.com, provided that, for material changes, we will seek to provide reasonable advance notice to you via email or other direct means before such material changes take effect. Any such changes will not apply to any dispute between you and us arising prior to the date on which the License Terms were changed. Your use of the Software following any changes to these License Terms will constitute your acceptance of such changes. If you do not agree to any such changes to these License Terms, you must cease all use of and delete the Software and the Documentation. The “Last Updated” legend set forth at the top of this document indicates when these License Terms were last changed.

(c) the Subscription (as defined under Section 9 (a) below), including recurring subscription fees (for periods not yet paid), provided that we will communicate any price changes to you in advance. Price changes will take effect at the start of your next subscription period following the date of the price change and, by continuing to use the Software after the price change takes effect, you will have accepted the new price. If you do not agree to a price change, you can reject the change by cancelling your Subscription before the start of your next subscription period as further described in Section 9 (a) below.

5. Confidential Information.

(a) “**Confidential Information**” means all technical and non-public information provided by a party (“**Disclosing Party**”) to the other party (“**Receiving Party**”) that is (i) designated as confidential by the Disclosing Party at the time of disclosure, or (ii) should reasonably be considered confidential, given the nature of the information or the circumstances surrounding its disclosure. Without limiting the foregoing, (y) the Software, Documentation, and any other nonpublic information or materials related to the Software or Documentation that are obtained by you in connection with this Agreement constitutes the Confidential Information and property of Spotify, and (z) any nonpublic information or materials related to your proprietary software, systems, services and products that are obtained by Spotify in connection with this Agreement constitutes your Confidential Information and property, except to the extent that such information is incorporated into or necessary to use feedback on the Software, in which case it shall be considered part of your Feedback pursuant to Section 7 below.

(b) The Receiving Party will use the Confidential Information solely as necessary to exercise the rights granted to it under this Agreement and shall only disclose Confidential Information to its employees, contractors, and other agents on a strictly need-to-know basis who are obligated by a written agreement to comply with confidentiality provisions equivalent in scope to and no less restrictive than those set forth in this Agreement and provided that the Receiving Party will remain responsible for their compliance with such agreement.

(c) The Receiving Party may use or disclose information that: (i) is or becomes publicly available through no act or omission by the Receiving Party; (ii) was already lawfully in the possession of the Receiving Party prior to the time of first disclosure to the Receiving Party by the Disclosing Party; (iii) is required to be disclosed by law; (iv) is independently developed by the Receiving Party without use of, reliance upon or reference to the Disclosing Party’s Confidential Information; or (v) is lawfully obtained without restriction from a third party who has a right to make such disclosure.

(d) If the Receiving Party receives a request to release Confidential Information pursuant to a court order, subpoena, or other governmental authority, the Receiving Party shall (unless prohibited law) provide the Disclosing Party with prompt written notice in order to permit the Disclosing Party to either consent to the disclosure or seek a protective order or other appropriate remedy. The Receiving Party shall limit the disclosure of Confidential Information to the greatest extent possible under the circumstances.

6. Restrictions on Use of the Software and Documentation.

(a) The Software and the Documentation may only be used: (i) for Customer's internal business purposes; (ii) pursuant to any Documentation or other instructions Spotify may provide to you from time to time; and (iii) in accordance with applicable law and this Agreement.

(b) You shall not and shall not allow any third party to do any of the following: (i) reverse-engineering, decompiling, disassembling, modifying, creating derivative works, or otherwise seeking to obtain source code of the Software, except where such restriction is expressly prohibited by applicable law, (if applicable law allows you to decompile any part of the Software where required in order to obtain the information necessary to create an independent program that can be operated with the Software or with another program, the information you obtain from such activities: (A) may only be used for the foregoing objective; (B) may not be disclosed or communicated without Spotify's prior written consent to any third party to whom it is not necessary to disclose or communicate in order to achieve that objective; and (C) may not be used to create any software or service that is substantially similar in its expression to any part of the Software); (ii) copying, reproducing, modifying, creating derivative works of, redistributing, "ripping," recording, transferring, performing, framing, linking to or displaying to the public, broadcasting, or making available to the public, or any other use which is not expressly permitted under this Agreement or applicable law, or which otherwise infringes intellectual property rights; (iii) selling, renting, sublicensing, leasing or other monetization or commercialization, or otherwise allowing any third party not authorized under this Agreement to access or use the Software or Documentation; (iv) sharing any license keys, moving, changing, disabling, or circumventing the license key functionality in the Software, or removing or obscuring any functionality in the Software that is protected by the license key; (v) using the Software or Documentation for purposes of: (A) benchmarking or competitive analysis of the Software; (B) developing, using, or providing a competing software product or service; or (C) any other purpose that is to Spotify's detriment or commercial disadvantage; (vi) circumventing any technology used by Spotify, its licensors, or any third party; (vii) removing or altering any copyright, trademark, or other intellectual property notices (including for the purpose of disguising or changing any indications of ownership or source); (viii) propagating any virus, worms, Trojan horses, or other programming routine that may damage the Software or any system or data; or (ix) deleting or altering any part of the Software or Documentation except as expressly permitted under this Agreement.

7. Feedback and Publicity.

(a) If you provide to us any ideas, proposals, suggestions or other materials ("**Feedback**"), whether related to the Software or otherwise, you hereby acknowledge and agree that your provision of such Feedback is gratuitous, unsolicited and without restriction, and does not place Spotify under any fiduciary or other obligation. Feedback will constitute Confidential Information of Spotify. You will not provide any such Feedback to any third party without Spotify's prior written consent in each instance. To the extent permitted by applicable law, you hereby assign to Spotify all right, title and interest in and to such Feedback and acknowledge that we will be entitled to use, implement and otherwise exploit, and to allow others to exploit, any such Feedback in any manner without restriction, and without any obligation of confidentiality, attribution, accounting, or compensation. To the extent, if any, that any Feedback is not assignable or that you retain any right, title or interest in and to any Feedback, you hereby grant to us a perpetual, irrevocable, exclusive, fully paid-up, royalty-free, transferable, sublicensable (through multiple tiers), worldwide right and license to reproduce, distribute, display and perform (whether publicly or otherwise), make available, communicate to the public, prepare derivative works of and otherwise modify, make, sell, offer to sell, import, use, and otherwise exploit (and have others exercise such rights on our behalf) all or any portion of such Feedback, in any form or media (whether now known or later developed). Where applicable and to the extent permitted under applicable law, you also agree to waive, and not to enforce, any "moral rights" or equivalent rights, such as your right to be identified as the author of any Feedback. You hereby waive and quitclaim to us any and all claims that you now have or may hereafter have for any alleged infringement of any Feedback assigned and/or licensed hereunder to us. We will have no obligation to consider, use, return, or preserve any Feedback you provide to us.

(b) You agree that Spotify may use and display Customer's name, logo, trademarks, and service marks on Spotify's websites and in Spotify's sales presentations, press releases or other marketing materials for the purpose of identifying Customer as a customer of the Software. You may request that Spotify refrains from and ceases such usage by providing written notice to Spotify (including via email). Upon receiving such notice, Spotify will, as soon as reasonably

practicable, remove (or refrain from using) any such marks from Spotify's websites and, to the extent commercially feasible, Spotify's sales presentations, press releases and marketing materials. Upon Spotify's request, Customer may choose to agree to participate in a case study, press release and/or cooperate with Spotify in further promotion of the Software.

8. Aggregated Data. You acknowledge and agree that Spotify may obtain and aggregate technical and other data about your use of the Software and the Backstage OSS ("**Aggregated Data**"). Upon creation, Spotify will be the owner of the Aggregated Data and may use the Aggregated Data, provided at all times such Aggregated Data does not identify you or any individual user as the source of the Aggregated Data, to analyze, improve, support, and operate the Software and otherwise for any lawful business purpose, during and after the term of this Agreement, including without limitation to generate industry benchmarks, best practices guidance, recommendations or similar reports, by itself or together with partners, for distribution to and use by you and other customers.

9. Subscription, Cancellation and Payments.

(a) Except if you are using the Software under a Trial License, you must purchase a subscription (the "**Subscription**") and pay the applicable subscription fees plus applicable taxes for each new subscription period. The subscription period is set forth on the Order Form, or as otherwise agreed between you and Spotify in writing. You agree that your Subscription will automatically renew for successive subscription periods of equal duration, unless you or Spotify gives the other party written notice of cancellation no later than (30) days prior to the end of your current subscription period. The cancellation will take effect the day after the last day of your current subscription period, and following a notice of cancellation you may continue to use the Software until the end of your then-current subscription period. Spotify does not provide refunds or credits for any partial subscription periods, except as expressly stated in these License Terms.

(b) You agree to pay any invoices for subscription fees within thirty (30) days from receiving such invoices from Spotify, or for Spotify to otherwise charge your recurring payment method (as applicable). If payments are not received on the due date, Spotify reserves the right to charge late payment interest in accordance with applicable laws. Spotify also reserves the right to delay and/or suspend your access to the Software until full payment is received.

(c) Unless stated otherwise, the amounts that must be paid under the Agreement are exclusive of VAT, GST, HST, sales taxes or other similar taxes, duties, charges or assessments ("**Indirect Taxes**"). Indirect Taxes will be added on top of agreed amounts as per local legislation. Customer and Spotify shall each be solely responsible for payment of all Indirect Taxes it is legally obliged to pay arising as a result of this Agreement or otherwise. Further, Customer and Spotify shall each be solely responsible for collection and remittance of all Indirect Taxes it is legally obliged to collect and remit. Customer and Spotify shall each be solely responsible for payment of any tax assessed on its income. Customer and Spotify acknowledge that as of the date of the applicable Order Form and, to the best of their knowledge, there is no withholding tax applicable to payments due under this Agreement. Customer and Spotify agree to apply withholding tax as required by the laws in the jurisdiction it transacts. Customer and Spotify further acknowledge that each party shall collect all relevant documentation needed in the event of a tax audit.

10. Term; Termination.

(a) The Agreement will continue to apply for as long as you have a valid Subscription, or until the end of the Trial License, as applicable, (the "**Term**") unless earlier terminated as permitted under the Agreement.

(b) Spotify may suspend your access to the Software or terminate this Agreement (or an individual Order Form hereunder) at any time if we believe you have breached this Agreement (including non-payment of the subscription fees), if we cease providing the Software or any material component thereof, or as we believe necessary to comply with applicable law. You may terminate this Agreement by ceasing all use of and deleting the Software. If Spotify permanently suspends your access or terminates this Agreement (or an individual Order Form), other than as a result of your breach or suspected breach of this Agreement, prior to the end of your subscription period, Spotify will credit or refund to you a prorated portion of any applicable subscription fees paid in advance for such subscription period.

(c) Upon termination of this Agreement, you will immediately cease all use of the Software and Documentation and delete all copies of the Software, Documentation and Confidential Information in your possession or control. The following sections shall survive termination of this Agreement: Sections 5 (Confidentiality), 7 (Feedback and Publicity), 8 (Aggregated Data) this 10(c) (Termination), 11 (Warranty Disclaimers), 12 (Limitation of Liability),

14 (Arbitration) and 15 (General) as well as any other sections of these License Terms that, either explicitly or by their nature, must remain in effect even after termination.

11. Warranty Disclaimers. THE SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. FURTHER, SPOTIFY DISCLAIMS ANY EXPRESS, IMPLIED, AND STATUTORY WARRANTIES REGARDING THE SOFTWARE AND DOCUMENTATION, INCLUDING WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SPOTIFY DOES NOT WARRANT THAT THE SOFTWARE IS FREE OF MALWARE OR OTHER HARMFUL COMPONENTS. IN ADDITION, SPOTIFY MAKES NO REPRESENTATION REGARDING, NOR DOES IT WARRANT OR ASSUME ANY RESPONSIBILITY FOR, ANY THIRD-PARTY APPLICATIONS, DEVICES OR ANY PRODUCT, AND SPOTIFY IS NOT RESPONSIBLE FOR ANY TRANSACTIONS BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF THE FOREGOING. NO ADVICE OR INFORMATION WHETHER ORAL OR IN WRITING OBTAINED BY YOU FROM SPOTIFY SHALL CREATE ANY WARRANTY ON BEHALF OF SPOTIFY. THIS SECTION 11 APPLIES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

12. Limitation of Liability.

(a) SUBJECT TO SECTION 12 (b) BELOW, IN NO EVENT WILL EITHER PARTY, ITS OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, DIRECTORS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS, SUPPLIERS, OR LICENSORS BE LIABLE FOR (i) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES; (ii) ANY LOSS OF USE, DATA, BUSINESS, OR PROFITS (WHETHER DIRECT OR INDIRECT), IN ALL CASES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE OR DOCUMENTATION, REGARDLESS OF LEGAL THEORY, WITHOUT REGARD TO WHETHER A PARTY HAS BEEN WARNED OF THE POSSIBILITY OF THOSE DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE; OR (iii) AGGREGATE LIABILITY FOR ALL CLAIMS ARISING UNDER THIS AGREEMENT OR RELATING TO THE SOFTWARE OR DOCUMENTATION, MORE THAN THE GREATER OF (x) THE AMOUNTS PAID BY YOU TO SPOTIFY DURING THE TWELVE MONTHS PRIOR TO THE FIRST CLAIM; OR (y) \$500 USD.

(b) THE LIMITATIONS IN SECTION 12 (a) ABOVE SHALL NOT APPLY TO (i) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIAL INFORMATION), OR (ii) YOUR BREACH OF SECTIONS 6 (RESTRICTIONS ON USE), 7 (a) (FEEDBACK), 13 (EXPORT CONTROL AND SANCTIONS) OR, IF APPLICABLE, SECTIONS 2 (RESTRICTIONS) AND 3 (CUSTOMER DATA) OF THE HOSTING TERMS.

13. Export control and sanctions. The Software may be subject to EU, UN and U.S. export and re-export control laws and regulations or similar laws applicable in other jurisdictions, including, but not limited to, the EU Dual-use Regulation, the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, and the trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control ("OFAC") (collectively, "Trade Control Laws"). Specifically:

(a) You agree not to directly or indirectly use, sell, export, reexport, transfer, divert, release, or otherwise dispose of any products, software, or technology (including products derived from or based on such technology) received from Spotify under this Agreement in any manner that would cause you or Spotify to be in violation of any applicable Trade Control Laws.

(b) You represent, warrant and covenant that you and any person on whose behalf you are acting or who acts on your behalf, are NOT (i) a person designated under, or otherwise targeted by, economic or financial sanctions maintained by the U.S., EU, or other applicable government or intergovernmental body; (ii) a person located or incorporated in a country/territory subject to comprehensive territorial sanctions maintained by the U.S. or the EU; and (iii) a person owned or controlled by, or acting on behalf of, a person or entity identified in (i)-(ii). You shall immediately notify Spotify in the event that any of the representations or warranties in (i)-(iii) above are or become untrue during the Term.

(c) Notwithstanding any other provision of the Agreement, if Spotify, in its sole discretion, determines that its continued performance (i) is or may be prohibited under Trade Control Laws; or (ii) could give rise to "secondary sanctions" exposure under Trade Control Laws, Spotify may suspend or terminate the Agreement immediately unilaterally without recourse to court following written notice to you.

(d) If the Agreement is suspended or terminated pursuant to this Section 13, Spotify shall not be liable for continued performance under the Agreement, nor shall it be liable for any harms, damages, loss or restitution to you, or loss arising out of or relating to such suspension or termination.

14. Arbitration.

(a) This Section 14 sets forth the terms and conditions pursuant to which disputes, claims and controversies between you and Spotify arising out of or relating to this Agreement, the Software or the Documentation (“**Disputes**”) will be resolved through confidential arbitration (“**Arbitration Agreement**”). If for any reason this Arbitration Agreement is unenforceable as to you or the relevant Dispute, Section 15 (c) shall govern any such Dispute.

(b) Any Disputes arising out of or related to this Agreement or the Software, including a dispute involving the alleged breach, termination or validity of this Agreement, will be resolved through arbitration instead of in a court by a judge or jury. ***You and Spotify each agree that it waives any right to trial by a jury.*** The arbitrator will have authority to award temporary, interim or permanent injunctive relief or relief providing for specific performance of this Agreement, but only to the extent necessary to provide relief warranted by the individual claim(s) before the arbitrator(s). The arbitration proceeding, including any arbitral award and all documents and other materials related to, or exchanged, during the arbitration proceedings will be kept strictly confidential by the recipient and shall not be used by the recipient for any purpose other than for purposes of the arbitration or the enforcement of the decision of the arbitrator(s) and related award and shall not be disclosed except in confidence to persons who have a need to know for such purposes or as required by applicable law. Notwithstanding the foregoing, you and Spotify both agree that nothing in this Arbitration Agreement will be deemed to waive, preclude, or otherwise limit our rights, at any time, to bring an action seeking temporary, preliminary or permanent injunctive relief in a court of law to the extent your use of the Software breaches Section 1 (License), or Section 6 (Restrictions on Use of the Software).

(c) Arbitration Rules: U.S. Arbitration. This Section 14 (c) governs arbitration proceedings if Spotify USA, Inc. is the contracting entity to this Agreement. Either you or we may commence arbitration proceedings. Any Dispute shall be finally resolved by arbitration in accordance with the rules and procedures of the American Arbitration Association (“**AAA**”) then in force (the “**AAA Rules**”), including as to whether a single arbitrator or a panel of three arbitrators should resolve the Dispute, as modified by this Arbitration Agreement. You and Spotify agree that the Federal Arbitration Act applies and governs the interpretation and enforcement of this provision (despite the choice of law provision below). Any in-person arbitration hearings will take place in the County of New York, New York.

(d) Arbitration Rules: Non-U.S. Arbitration. This Section 14 (d) governs arbitration proceedings if Spotify AB is the contracting entity to this Agreement. Either you or we may start arbitration proceedings. Any Dispute shall be finally resolved by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce (“**SCC Rules**”), including as to whether a single arbitrator or a panel of three arbitrators should resolve the dispute, as modified by this Arbitration Agreement, and administered by the Arbitration Institute of the Stockholm Chamber of Commerce (“**SCC**”). The seat of the arbitration shall be Stockholm, Sweden, and the arbitration shall be held, and the award shall be rendered, in the English language.

15. General.

(a) Independent Contractors. You and Spotify are independent contractors and there is no joint venture, partnership, agency, or fiduciary relationship existing between you and Spotify, and you and Spotify do not intend to create any such relationship under this Agreement. This is not an exclusive agreement. This Agreement does not create an obligation of either party to enter into any other contract, subcontract or other business relationship.

(b) Assignment. Spotify may assign any or all of this Agreement, and may assign or delegate, in whole or in part, any of its rights or obligations under this Agreement. You may not assign this Agreement, in whole or in part, nor transfer or sub-license your rights under this Agreement, to any third party.

(c) Governing Law; Jurisdiction; Venue. If this Agreement is between you and Spotify USA Inc., then this Agreement is governed by and shall be construed in accordance with the laws of the State of New York, United States of America, without regard to New York’s choice or conflicts of law principles. Further, you and Spotify agree to the jurisdiction of the federal and state courts located in New York County, New York, to resolve any Dispute that relates to or arises in connection with this Agreement, the Software or the Documentation that is not subject to mandatory arbitration under the Arbitration Agreement, and waive any jurisdictional, venue or inconvenient forum objections to such courts. If this

Agreement is between you and Spotify AB, then this Agreement is governed by and shall be construed in accordance with the laws of Sweden, without regard to Sweden's choice or conflicts of law principles. Further, you and Spotify agree to the jurisdiction of the district court of Stockholm, Sweden to resolve any Dispute that relates to or arises in connection with this Agreement or the Software that is not subject to mandatory arbitration under the Arbitration Agreement, and waive any jurisdictional, venue or inconvenient forum objections to such courts.

(d) U.S. Government Users. The Software and Documentation are provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" with the same rights and restrictions generally applicable to the Software and Documentation. If you or any of your users is using Services and Documentation on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, you and your users must immediately discontinue use of the Software and Documentation. The terms listed above are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

(e) Entire Agreement. This Agreement constitutes all the terms and conditions agreed upon between you and Spotify and supersede any prior agreements in relation to the subject matter of this Agreement, whether written or oral.

(f) Severability. Unless as otherwise stated in this Agreement, should any provision of this Agreement be held invalid or unenforceable for any reason or to any extent, the remaining provisions of this Agreement will not be affected, and the application of that provision shall be enforced to the extent permitted by law. Any failure by Spotify or any third-party beneficiary to enforce this Agreement or any provision thereof shall not waive Spotify's or the applicable third-party beneficiary's right to do so.

EXHIBIT A

SUPPLEMENTAL HOSTING TERMS

If you are accessing or using the Managed Software, these Hosting Terms apply in addition to the License Terms to your use of the Managed Software, and are hereby incorporated into the Agreement by reference. Any capitalized terms used in these Hosting Terms shall have the meanings given to them in the License Terms and any references to the “Software” therein shall also include the Managed Software.

1. **Right to access and use.** Subject to your obtaining a valid license key for the Managed Software from Spotify and your compliance with the terms of the License Terms and these Hosting Terms, Spotify grants to you a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to access and use the Managed Software and any Documentation solely for your internal business purposes, and subject to the number of individual user seats that you have purchased from Spotify. For the avoidance of doubt, this Section 1 takes precedence over Section 1(a) of the License Terms with respect to the access and use of the Managed Software.

2. **Restrictions.** In addition to the restrictions set forth in Section 6 of the License Terms, you shall not (and shall not allow Customer or any third party to): (a) use the Managed Software to transmit or propagate any virus, malware, worms, Trojan horses, or other programming routine intended to damage any system or data; (b) perform or disclose any security testing, vulnerability scanning, password cracking, remote access testing, penetration testing or any other test of the Managed Software environment or associated infrastructure; or (c) interfere with or otherwise disrupt any servers or networks that are used to provide the Managed Software.

3. **Customer Data.**

(a) As between you and Spotify, you exclusively own all right, title and interest in and to all data as provided by you to the Managed Software (the “**Customer Data**”), except for any Aggregated Data as set out in Section 3 (c) below. Subject to the terms of these Hosting Terms, you hereby grant to Spotify and our affiliates a non-exclusive, worldwide, sublicensable (through multiple tiers), royalty-free right to use, copy, store, transmit, modify, create derivative works of and display the Customer Data to the extent necessary to provide the Managed Software to you.

(b) You hereby represent and warrant that you have sufficient rights in the Customer Data to grant the rights granted to Spotify herein and that the Customer Data does not infringe or otherwise violate the rights of any third party. You agree you shall be responsible for the accuracy, completeness, appropriateness and legality of the Customer Data. You further agree that you will not provide Spotify with any Customer Data that includes health, payment information or other sensitive personal information or sensitive personal data (as defined by applicable privacy and personal data legislation).

(c) You acknowledge and agree that Spotify may obtain and aggregate technical and other data, including Customer Data and data about your use of the Managed Software. Such data will constitute Aggregated Data and may be used by Spotify in accordance with Section 8 of the License Terms.

(d) The Customer Data shall be available to you during the Term. Upon any termination of these Hosting Terms in accordance with the License Terms, your Customer Data will be deleted by Spotify within ninety (90) days of such termination. Upon your written request, Spotify will provide confirmation of the deletion of your Customer Data. You acknowledge and agree that you are solely responsible for maintaining any backup copies of the Customer Data.

4. **Security & Data Privacy.**

(a) Spotify will maintain appropriate technical, administrative, and organizational security measures designed to prevent the loss, misuse, and unauthorized or unlawful access, disclosure, alternation, use, processing or destruction of Customer Data. Spotify shall notify you promptly, and in accordance with all applicable laws, of any

unauthorized uses or disclosures of, or any security incident involving unauthorized access to, your Customer Data, of which Spotify becomes aware, to the security address indicated by you in the Order Form. Security matters directed at Spotify shall be notified to security@spotify.com.

(b) Each party shall be individually responsible, as an independent data controller, for its own processing of any personal data pursuant to and/or in connection with these Hosting Terms. This means that each party determines the purposes and means for its respective processing of personal data, and is fully responsible for compliance with applicable privacy and personal data legislation, including using a transfer mechanism which is compliant under applicable laws when transferring data (as defined by the EU General Data Protection Regulation 2016/67) outside the EU/EEA. The exchange of personal data does not constitute a sale, as defined by applicable law (including the California Consumer Protection Act).

(c) In order for each party to provide adequate notice to data subjects (to the extent required by applicable laws), you are responsible for notifying data subjects of Spotify's use of the Customer Data as outlined in Section 3 above.

(d) Each party shall also indemnify and hold the other party harmless from and against all losses due to claims from third parties resulting from, arising out of or relating to any breach by the defaulting party of this Section 4. Any liability exclusions or limitations in the License Terms shall not apply to this Section 4 (d).

5. **Term; Termination.** These Hosting Terms will continue to apply during the Term, unless earlier terminated as permitted under the Agreement. For the avoidance of doubt, upon any termination of the Agreement, these Hosting Terms shall also terminate. The following sections shall survive any termination of these Hosting Terms: Section 3; Section 4 (b)-(d); this Section 5 and any other sections of these Hosting Terms that, either explicitly or by their nature, must remain in effect even after termination.

6. **Availability.** SPOTIFY MAKES NO DIRECT, INDIRECT, IMPLIED, EXPLICIT OR IMPLICIT WARRANTY TO PROVIDE UNINTERRUPTED AVAILABILITY OF THE MANAGED SOFTWARE. YOU ACKNOWLEDGE THAT THE MANAGED SOFTWARE MAY BE UNAVAILABLE FROM TIME TO TIME DUE TO PLANNED OR EMERGENCY MAINTENANCE (SPOTIFY WILL NOTIFY YOU IN ADVANCE OF ANY PLANNED MAINTENANCE). YOU ALSO ACKNOWLEDGE AND AGREE THAT THE MANAGED SOFTWARE IS MADE AVAILABLE USING THE INTERNET FOR COMMUNICATIONS AND TRANSMISSION OF DATA AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY COMPUTER EQUIPMENT, SOFTWARE OR CONNECTIVITY REQUIRED TO ACCESS OR USE THE MANAGED SOFTWARE. SPOTIFY SHALL NOT BE RESPONSIBLE FOR ANY UNAVAILABILITY OF THE MANAGED SOFTWARE, INCLUDING ANY UNAVAILABILITY CAUSED BY INTERNET OUTAGES, FAILURES OR ANY OTHER EVENT OUTSIDE OF SPOTIFY'S REASONABLE CONTROL.