

# Purchase Order/Service Order Terms & Conditions

**Last updated: August 18, 2022**

These terms & conditions ("**Terms & Conditions**") shall govern any purchase order, service order or other order or agreement for the access to or use of the Data, Solutions or Platform (as those terms are defined herein, collectively the "**Services**") issued by or on behalf of any party and accepted by Similarweb Ltd. or any of its subsidiaries or affiliates, which references or incorporates these Terms & Conditions (a "**Purchase Order**", "**PO**", "**Service Order**" or "**SO**"). Each such SO, together with these Terms & Conditions, forms an agreement between such party (the "**Licensee**" or "**Customer**") and the Similarweb entity designated in such SO ("**Similarweb**"), and is referred to herein as the "**Agreement**". The effective date of the Agreement ("**Effective Date**") shall be the date of Licensee's signature of the SO, unless stated otherwise in the applicable SO. Similarweb and Licensee are referred to herein individually as a "**Party**", and collectively as the "**Parties**".

## 1. Platform; Scope of License

Similarweb is the owner or licensee of the Similarweb platform, a set of market intelligence solutions that enables insights on estimated traffic and usage data for websites and mobile apps. Similarweb grants Licensee a non-exclusive, non-transferable, worldwide, revocable and limited license to use a version of the Similarweb platform and/or one or more Similarweb solutions and services, in each case including the features listed in the SO (the "**Platform**" or "**Solution(s)**", respectively) for the purpose of Licensee accessing and viewing estimated competitive intelligence data enabled via the Platform (the "**Data**") for Licensee's internal business purposes (the "**License**"). The License shall allow access to and use of the Services through the number of user licenses specified in the SO and/or, where applicable, through the number of API queries or calls permitted in the SO, only by the Licensee employees, contractors or agents who are both (i) part of the Licensee group or division named in the SO (if applicable), and (ii) designated by an authorized representative of Licensee to Similarweb as Licensee's authorized users (the "**Named Users**"); provided that any employees, contractors or agents of Licensee to be designated as Named Users are subject to approval by Similarweb, such approval not to be unreasonably withheld. An initial representative of Licensee authorized and designated by Similarweb, after providing certain contact information and registering for access to the Platform, shall serve as the administrative Named User ("**Administrative Named User**") on behalf of

Licensee. The Administrative Named User shall designate the remaining Named Users by providing their names, business email addresses and primary locations through an administrative page or tool within the Platform. By designating any individuals as Named Users, Licensee represents and warrants that it has obtained from such individuals any consent required of them under applicable laws to provide their names, email addresses, and any other contact information necessary in order to facilitate their registration and access to the Platform and use of the Services and for Similarweb to contact them in connection with their use of Similarweb services. Each Named User will receive instructions and/or a link, and will be required to enter contact details and related information, in order to obtain access to the Platform and rights as a Named User on behalf of Licensee. No other use of the Services not specified in this Agreement, including use by any other employees, agents, contractors, consultants, representatives, personnel or other parties or individuals of or on behalf of Licensee or its affiliates or subsidiaries, shall be permitted. Unless explicitly provided otherwise in this Agreement, Licensee shall be liable for all acts or omissions of Named Users pursuant to this Agreement. Under the License, Similarweb shall provide to Licensee, for each Named User, a user name and password for logging into the Platform. Following the registration of Licensee's Administrative Named User, Licensee's use of the Platform shall be enabled. Licensee shall have the right to reassign any of the user licenses provided hereunder, from one of the individuals currently specified as a Named User to any other Licensee employee, contractor or agent who is part of the Licensee group or division named in the SO (if applicable), by designating through the Platform administrative page or tool the name, business email address and primary location of the person intended as the new Named User, provided that: (a) such reassignment and change may be rejected by Similarweb if determined by Similarweb to be in violation of its policies, and (b) Licensee may not reassign any Named User more than a total of two (2) times in the aggregate during the Initial Term and any renewal Term of this Agreement. An email address for a Named User shall only be associated with a single person. Group, department, or other multi-party email addresses shall not be assigned as Named Users (e.g. Marketing@Licensee.com).

## 2. Intellectual Property Rights & Restrictions

All intellectual property rights in the Platform and any part thereof, including any and all derivatives, changes and improvements thereof, lie exclusively with Similarweb and/or its licensors. Solely with respect to Similarweb licensors' intellectual property rights in any third-party data provided by Similarweb in the Platform, such third parties shall retain all right, title, and interest in such data. Licensee shall not perform or attempt any of the following: (i) sell, lease, sublicense or distribute any rights of use in the Platform or any part thereof or allow any third party to use such rights, for any purpose (including via sale/resale/as a service bureau or managed service, or publication/distribution); (ii) reverse engineer, decompile, or disassemble the Platform, or any part thereof; (iii) modify the Platform, or grant any other third party the right to do so; (iv) represent that it possess any proprietary interest in the Platform; (v) directly or indirectly, take any action to contest Similarweb's intellectual property rights or infringe them in any way; (vi)

except as specifically permitted hereunder, use the name, trademarks, trade-names, and logos of Similarweb; or (vii) create derivative works from the Platform or any part thereof for external use.

Licensee agrees that all of its access to the Platform and use and storage of any data derived from such use, shall be limited to devices and resources with commercially reasonable security standards to protect against unauthorized access to or use of such data, with at least the same level of security used to protect Licensee's own confidential information and data.

### 3. Consideration

In consideration for the License granted to Licensee, Licensee shall pay Similarweb the License Fee as set forth in the applicable SO. All License Fees are exclusive of Sales Tax/VAT, where applicable. Payments shall be made according to the payment terms set forth in the applicable SO. If no payment terms are specified in the applicable SO, payments shall be made within thirty (30) days of the issuance of an invoice from Similarweb. Any payment not paid by Licensee to Similarweb when due shall bear interest at the rate of 1.5% per month (but no more than the maximum rate allowed by applicable law), and shall constitute sufficient cause for Similarweb to immediately suspend performance and terminate this Agreement. The License Fee for each renewal Term shall increase by up to seven percent (7%) above the License Fee applicable in the immediately preceding Term, unless Similarweb otherwise notifies Licensee at least sixty (60) days prior to the start of the applicable renewal Term. Any discount provided by Similarweb on the License Fee for any Term shall apply for that Term only, and renewal of a License provided for a discounted License Fee shall be at a License Fee based on Similarweb's applicable list price in effect at the time of the renewal. For any renewal in which the scope of the Platform/License Features is reduced or decreased from the scope in effect during the prior Term, the License Fee shall be adjusted in accordance with Similarweb's then-current list price in effect at the time of the applicable renewal and without regard to the per-unit, per-user or per-feature pricing in effect during the prior Term. In the event that Licensee's access to the Platform is suspended due to non-payment, the Term will continue to run as stipulated in the Agreement, and Licensee shall neither be entitled to any refund of prepaid fees nor be excused from any future payment obligations under this Agreement.

### 4. Taxes

Licensee is solely responsible for payment of any sales, use, VAT, or other taxes resulting from the acceptance and/or use of the License (other than taxes on Similarweb's income assessed against Similarweb directly by a taxing authority). If any such taxes are required to be withheld, Licensee shall pay an amount to Similarweb such that the net amount payable to Similarweb after withholding of taxes shall equal the License Fee as set forth in the PO or SO, which would have been otherwise payable under this Agreement. In the event Licensee intends to withhold any taxes or other

charges from its payment to Similarweb in accordance with applicable laws, it shall notify Similarweb of the amount to be withheld, so that Similarweb may issue or reissue an amended invoice reflecting a grossed-up fee, so that the net amount payable to Similarweb after withholding of the applicable taxes or charges shall equal the License Fee as set forth in the PO or SO.

## 5. Technical Support

During the Term of this Agreement, Similarweb will provide Licensee technical support for the Platform during the Technical Support Hours as specified in the applicable PO or SO, and shall include trouble shooting response (by telephone, chat or email), receipt of minor updates and bug fixes and patches for reproducible and verifiable errors in the Platform.

## 6. Confidentiality

All designs, engineering details, and other technical, financial, marketing, commercial and other information pertaining to the Platform, this Agreement, and/or either Party's business activities, as disclosed from one Party and/or its Representatives ("**Discloser**") to the other Party and/or its Representatives ("**Recipient**"), shall be considered "**Confidential Information**". Such information will be considered Confidential Information whether written or otherwise, and regardless of whether expressly marked as or stated to be confidential. Confidential Information shall also include any analyses, notes, or derivative works that reflect (in whole or in part) any Confidential Information, as well as any information that would reasonably be understood to be confidential due to the nature of the information or the circumstances of its disclosure. Confidential Information shall not include information which the Recipient can prove: (i) is or becomes generally known or available to the public through no wrongful act of the Recipient or on its behalf; (ii) was already known to Recipient prior to disclosure by the Discloser; (iii) is later disclosed to Recipient by a third party who is under no confidentiality obligation as to the information involved; or (iv) is independently developed by the Recipient without use of or reference to the Confidential Information provided by the Discloser.

Recipient agrees to use Discloser's Confidential Information only in connection with the License, to keep such Confidential Information confidential, and not to reproduce, copy, or disclose such Confidential Information to any third party, except with Discloser's prior written consent or as otherwise permitted in this Agreement. If Recipient is required to disclose any Confidential Information as a result of court order or other legal process, it shall be entitled to disclose such Confidential Information provided that (i) it will provide Discloser with prompt prior notice of such requirement in order to provide Discloser an opportunity to take legal action to prevent or limit the scope of such disclosure; and (ii) it shall limit disclosure to the required minimum. Nothing herein shall prohibit Recipient from sharing Confidential Information with its Representatives as necessary to facilitate the operation of this Agreement. The term "**Representatives**" shall mean the Recipient's

affiliates, employees, consultants, attorneys or other agents and/or third parties (excluding any competitors of the Discloser) that may gain access to the Confidential Information through the Recipient, provided (a) such Representatives are subject to similarly restrictive confidentiality obligations not to disclose such Confidential Information, and (b) Recipient shall be responsible for any breach of confidentiality by its Representatives, including Representatives who hereafter become former Representatives. Nothing herein shall (1) permit Licensee to provide Similarweb Platform data to entities or individuals outside the scope of the SO or Section 1 of this Agreement, or (2) limit Similarweb from disclosing the terms of this Agreement to potential financing sources, security holders, strategic partners and advisors.

## 7. Warranties; Disclaimer

Similarweb represents and warrants that all of the License Features included in the License (as listed in the PO or SO) will function, during the Initial Term and any renewal Term, in accordance with the description of those License Features included in Similarweb's then-current standard Platform documentation. Licensee agrees and acknowledges that: (a) the data contained on the Platform is based on information and content obtained by Similarweb from third parties, including estimations and extrapolations based on such data; (b) Similarweb does not represent or warrant, and shall not be held responsible for, the accuracy of the Platform data or for any omissions of data in or from the Platform; (c) Similarweb shall have no responsibility or liability for any action or inaction by Licensee or any of its affiliates, customers, partners or parties with whom Licensee does business, whether or not based in whole or in part on Platform data accessed by Licensee; and (d) the Platform is provided to Licensee pursuant to a license agreement, and shall not be understood or interpreted as a sale by Similarweb of the Platform or any Platform data or associated materials or deliverables.

EXCEPT FOR THE WARRANTIES PROVIDED HEREIN, IF ANY, SIMILARWEB PROVIDES THE USAGE OF THE PLATFORM TO LICENSEE ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. SIMILARWEB DOES NOT WARRANT THAT THE PLATFORM OR ANY SERVICES RELATED THERETO WILL BE DELIVERED OR PERFORMED ERROR-FREE OR WITHOUT INTERRUPTION.

## 8. Indemnification

8.1. Licensee Indemnity. Licensee shall defend, indemnify, and hold Similarweb harmless from and against any and all damages assessed against Similarweb (including reasonable attorney's fees), by a court of competent jurisdiction or pursuant to a negotiated settlement, in favor of any third party as a result of such third party's claims arising in whole or in part from Licensee's use of Platform data; provided: (a) Similarweb notifies Licensee promptly in writing of any such claim and gives full and complete authority, information, and assistance to Licensee in the defense of such

claim; (b) Similarweb does not make any admissions or otherwise respond to any such claim without Licensee's written consent; and (c) Licensee shall have sole control of the defense of any such claim and of all negotiations for its settlement or compromise, provided that Similarweb must approve any such settlement or compromise that does not fully release Similarweb from any and all liability in relation to such claim, or which includes, directly or indirectly, any admission of guilt, liability or wrongdoing by or on behalf of Similarweb or which requires the payment of any compensation or damages by Similarweb. The foregoing states Licensee's entire liability with respect to third party claims against Similarweb based on acts or omissions in reliance upon Platform data.

8.2. Similarweb Indemnity. Similarweb shall defend, indemnify and hold Licensee harmless from and against any and all damages assessed against Licensee (including reasonable attorney's fees), by a court of competent jurisdiction or pursuant to a negotiated settlement, in favor of any third party as a result of such party's claim that any part of the Platform constitutes an infringement of a patent, trademark or copyright owned by such party, provided: (i) Licensee notifies Similarweb promptly in writing of any such claim and gives full and complete authority, information, and assistance to Similarweb in the defense of such claim; (ii) Licensee does not make any admissions or otherwise respond to any such claim without Similarweb's written consent; and (iii) Similarweb shall have sole control of the defense of any such claim and of all negotiations for its settlement or compromise, provided that Licensee must approve any such settlement or compromise that does not fully release Licensee from any and all liability in relation to such claim, or which includes, directly or indirectly, any admission of guilt, liability or wrongdoing by or on behalf of Licensee or which requires the payment of any compensation or damages by Licensee. If an allegation of infringement of any intellectual property rights with respect to the Platform, or any part thereof is made, or in Similarweb's opinion is likely to be made, Similarweb may at its own option and expense: (1) procure for Licensee the right to continue to use the Platform, or (2) modify the Platform so it becomes or remains non-infringing, or (3) terminate the License and the Agreement and refund a portion of the Fee, on a pro-rated basis based on the portion of the Term remaining after the date of termination. Similarweb shall not have any liability to Licensee under this Agreement if any allegation of infringement is based upon the use of the Platform or Platform data in a manner not authorized pursuant to this Agreement, or if the infringement arises out of modifications made to the Platform or Platform data unless such modifications are made by Similarweb. The foregoing states Similarweb's entire liability with respect to infringement of patents, trademarks or copyrights by the Platform or Platform data.

## 9. Use of Platform; Restrictions

9.1. General. In its use of the Platform or any data obtained from the Platform, Licensee commits not to attempt to, or to actually: (a) violate any laws, third party rights or Similarweb policies; (b) publish or distribute false, inaccurate, misleading, defamatory, or libelous content; (c) copy, modify, or distribute data or content from the Platform or Similarweb copyrights or trademarks, or use the Platform data to compete with

Similarweb; (d) except as expressly permitted by Similarweb in connection with the authorized use of a Similarweb API, if applicable, use any crawlers, bots, algorithms or other automatic applications or codes in order to retrieve and collect information through the Platform; (e) present or share the data or information received through the Platform without Similarweb's prior consent, and in the event consent was given, present or share such data or information without attribution to Similarweb pursuant to Similarweb's branding guidelines; or (f) sell, dispose, trade, license or otherwise transfer any information received through the Platform, which shall be used solely for the Licensee's internal business purposes.

#### 9.2. Special Use Terms & Restrictions.

(a) App Intelligence Premium module: The App Intelligence Premium module may not be used for the purpose of trading registered equity or debt securities on a recognized stock exchange.

(b) Shopper Intelligence solution: The Shopper Intelligence solution, and any data made available therein, is provided in reliance on Licensee's representations and warranties that it does not engage in the business of trading or investing in the securities of companies whose stock or shares are listed on national stock exchanges and which are publicly traded ("**Public Companies**"). Licensee acknowledges and agrees that the Shopper Intelligence Solution, including any data made available therein, is provided for internal, market research and benchmarking purposes only, and Licensee may not, and undertakes not to, use the Shopper Intelligence solution or the data included or made available therein for trading, or advising others in the trading, of the securities of Public Companies. To the extent its License includes the Shopper Intelligence solution, Licensee agrees and undertakes to notify Similarweb promptly in the event of changes in its business, activities or circumstances which cause any of the foregoing representations and statements to be untrue or inaccurate.

(c) Rank Ranger API: Solely with respect to the Licensee's use of the Rank Ranger API, the Terms and Conditions set forth in <https://www.rankranger.com/terms> shall apply.

(d) Visible Alpha data: If the Stock Intelligence solution featuring Visible Alpha data is included among the License Features ordered and/or accessed by Licensee, Licensee's use of and/or access to the Visible Alpha data shall be governed by the terms and conditions set forth at the following link:

<https://www.similarweb.com/corp/legal/visible-alpha-customer-agreement-terms> (the "**Visible Alpha Terms**") in addition to any other terms set forth in a Service Order. In the event of a conflict between the Visible Alpha Terms and any terms set forth in a Service Order, the Visible Alpha Terms will govern.

#### 10. Limitation of Liability

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, (A) SIMILARWEB'S MAXIMUM AGGREGATE LIABILITY UNDER, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT OF LICENSE FEES PAID BY LICENSEE TO SIMILARWEB, UNDER THE SO PURSUANT TO WHICH THE LIABILITY AROSE, DURING THE TWELVE (12) MONTHS PRECEDING THE DATE THE LIABILITY

FIRST ARISES; AND (B) TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL SIMILARWEB BE LIABLE FOR LOST PROFITS, LOSS OF USE, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, WHETHER OR NOT SIMILARWEB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### 11. Term

The initial term of this Agreement shall commence on the Effective Date and shall remain in effect for the period of time set forth in the applicable SO (the “**Initial Term**”). Thereafter, this Agreement shall be extended for one or more additional periods of 12 months each, unless either Party notifies the other Party in writing thirty (30) days prior to the expiration of the then-current term that it does not wish to renew this Agreement. Each 12-month Initial Term and renewal term is referred to herein as a “**Term**”.

#### 12. Termination

Either Party may terminate this Agreement at any time by giving written notice to the other Party if: (i) the other Party breaches a material provision of this Agreement and fails to cure the breach within thirty (30) days after being given written notice thereof; (ii) the other Party is judged bankrupt or insolvent, makes a general assignment for the benefit of its creditors, a trustee or receiver is appointed for such Party; or any petition by or on behalf of such Party is filed under any bankruptcy or similar laws. Upon termination of this Agreement for any reason whatsoever, Licensee will immediately cease use of the Platform, and return all Confidential Information to Similarweb. The following Sections of these Terms & Conditions shall survive any termination of this Agreement: Sections 2 (Intellectual Property Rights & Restrictions), 4 (Taxes), 6 (Confidentiality), 8 (Indemnification), 9 (Use of Platform), 10 (Limitation of Liability), 12 (Termination) and 13 (Governing Law).

#### 13. Governing Law

For SOs issued to Similarweb Ltd., Similarweb Australia Pty Ltd., Similarweb UK Ltd., Similarweb Germany GmbH, Similarweb France SAS, or any other Similarweb entity other than Similarweb Inc., this Agreement is governed by the laws of England & Wales, without regards to its conflict of laws principles, and any dispute arising from this Agreement shall be brought exclusively before the courts of London, England. For SOs issued to SimilarWeb Inc., this Agreement is governed by the laws of New York, without regards to its conflict of laws principles, and any dispute arising from this Agreement shall be brought exclusively before the courts of New York, NY.

#### 14. Publicity



Neither Party shall issue publicity or general marketing communications concerning the other Party without such other Party's prior written/verbal approval; provided, however, that: (a) Similarweb may disclose the fact that Licensee is a customer of Similarweb to its existing and potential customers, and (b) nothing herein shall limit Similarweb's ability to reference Licensee or Licensee's business in the normal course of Similarweb's business, subject to Similarweb's confidentiality obligations set forth in Section 6. Licensee agrees that it shall provide Similarweb with Licensee's logo(s) for use on Similarweb's website and in its sales or marketing collateral or related materials promoting Similarweb's business.

#### 15. Assignment

Licensee may not transfer, or assign this Agreement or transfer, assign or sub-license any of its rights or obligations under this Agreement to any third party without the prior written approval of Similarweb. Similarweb may assign, transfer or delegate this agreement or any of its rights or obligations hereunder, in whole or in part at its discretion. Any assignment or transfer in violation of the foregoing shall be deemed void and of no effect. Subject to the foregoing, the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

#### 16. Entire Agreement

This Agreement constitutes the entire agreement between Similarweb and Licensee and supersedes any previous agreements or representations, either oral or written with respect to the subject matter of this Agreement. All amendments may be made only in writing signed by both Parties. No terms and conditions contained in a Purchase Order, Service Order, Statement of Work or other document issued by Customer shall apply or have any effect, unless explicitly agreed in writing.

#### 17. Notice

Any notice required pursuant to this Agreement shall be in writing. If notice is provided by Similarweb to Licensee, such notice shall be addressed to the Licensee contact listed in the Agreement. If notice is provided by Licensee to Similarweb, such notice shall be addressed to the Similarweb employee or representative in regular communication with Licensee, with a copy by email to the attention of the Similarweb Legal Department at Legal@similarweb.com.

#### 18. Third Party Beneficiaries

With respect to Licensee's use of data from Similarweb's third party licensors included in the Platform, such third-party licensors are third-party beneficiaries of these Terms and Conditions solely for the purpose of enforcing their rights in the event of any breach by Licensee of this Agreement.

