

SECTION 1: GENERAL TERMS and CONDITIONS

This Section 1 sets forth the terms and conditions applicable to Customer's purchase and use of any of the Services. Capitalized terms used but not defined in the body of this Agreement are defined in Exhibit A.

1.1 Term and Termination.

1.1.1 Term.

Unless earlier terminated as provided in this Section 1 or specified in an Order Form/SOW (as applicable), this Agreement and the licenses granted hereunder shall be effective as of the Commencement Date and will continue until the expiration or termination of the Term specified in the Order Form ("**Subscription Term**"). If no term is specified in the Order Form/SOW for a Subscription, the Subscription Term for Subscription will be twelve (12) months. The Subscription Term for the Subscription will automatically renew for periods of twelve (12) months at Webiny's then-current pricing unless either party provides written notice of its intention not to renew to the other party at least sixty (60) days prior to expiration of the current Term.

1.1.2 Termination for Convenience. Account Cancellation.

Either party shall have the right to terminate this Agreement and the license granted herein upon written notice in the event the other party fails to perform or observe any material term or condition of this Agreement and such default has not been cured within thirty (30) days (or such other longer period as agreed to by the parties) after written notice of such material breach to the other party. If Customer elects to terminate an Order Form/SOW or this Agreement, it is Customer's responsibility to notify Webiny by sending a termination notice in an email to sales@webiny.com. If Webiny elects to terminate an Order Form/SOW or Agreement, it is Webiny's responsibility to notify Customer by sending a termination notice in an email to [legal@customer.com]. Either party may also terminate this Agreement immediately if the other party: (a) terminates or suspends its business; (b) becomes subject to any bankruptcy or insolvency proceeding; (c) becomes insolvent or subject

to direct control by a trustee, receiver or similar authority; or (d) is wound up or liquidated, voluntarily or otherwise.

1.1.3 Effect of Termination; Survival.

If this Agreement terminates or expires for any reason: (i) the Subscription Term for the Software and/or Service will immediately end; (ii) ninety (90) days after the effective date of any expiration or termination of the Agreement or any Services (the "Transition Period"), any Subscription Licenses in the Order Form/SOW will automatically terminate, and after the Transition Period, Customer will no longer have the right to use the Software or the Service; (iii) if any Fees were owed for Services provided prior to termination, Customer must pay those Fees immediately and Customer shall pay the applicable Fees for use of the Software and/or Services during the Transition Period; (iv) within thirty (30) days after the conclusion of the Transition Period, Customer must destroy all copies of the Software in Customer's possession or control, and certify in writing to Webiny that Customer has done so; and (v) after the conclusion of the Transition Period, each Party will promptly return (or, if the other party requests it, destroy) all Confidential Information belonging to the other to the extent permitted by the Service. Except in the case of a breach of this Agreement by Customer, all pre-paid license fees, on a pro-rata basis, and all unused fees for Professional Services shall, in each case, be promptly refunded to Customer within thirty (30) days of the effective date of termination of this Agreement. Any provisions which by their nature should reasonably survive will survive the termination or expiration of this Agreement or an Order Form.

During the Transition Period and for a reasonable period thereafter, Webiny shall provide reasonable cooperation and assistance to Customer, upon Customer's written request (email accepted), in transitioning the terminated Services to an alternate service provider. Such cooperation and assistance as provided by Webiny to Customer pursuant to this paragraph shall be billed to Customer as Professional Services.

1.2 Payment.

1.2.1 Fees.

Customer agrees to pay the Fees in full, upfront without deduction or set-off of any kind, in the currency and on the dates (if any) specified in the Order Form/SOW.

Customer must pay the Fees within thirty (30) days of the Webiny invoice date. Except as otherwise set forth herein (for example, in Section 1.1.3), amounts payable under this Agreement are non-refundable. If Customer fails to pay any undisputed Fees within the time specified herein, Webiny's sole remedies shall be to: (i) recover all undisputed and unpaid Fees; (ii) charge interest on past due amounts at 1.0% per month or the highest interest rate allowed by law, whichever is less, and to charge all expenses of recovery, and (iii) if Customer makes a late payment (whereby a late payment means a payment made 90 days or more after the invoice date) more than two times during the course of this Agreement, then Webiny may terminate this Agreement and/or the applicable Order Form/SOW. Customer is solely responsible for all taxes, fees, duties, and governmental assessments (except for taxes based on Webiny's net income) that are imposed or become due in connection with this Agreement.

1.2.2 Disputed Fees.

Customer may withhold from payment any and all payments and amounts Customer disputes in good faith, pending resolution of such dispute, provided that Customer: (i) timely renders all payments and amounts that are not in dispute; (ii) notifies Webiny of the dispute prior to the due date for payment, specifying in such notice the amount in dispute and the reason for the dispute; (iii) works with Webiny in good faith to resolve the dispute promptly; and (iv) promptly pays any amount determined to be payable by resolution of the dispute. Webiny shall not withhold access to the Software, any of the Services, or fail to perform any obligation hereunder by reason of Customer's good faith withholding of any payment or amount in accordance with this Section or any dispute arising therefrom.

Webiny may not increase the license fee for the Software at any time during the Subscription Term (except for the addition of licenses). Webiny may increase fees for any support or Professional Services hereunder during the Subscription Term solely on an annual basis effective on each anniversary of the commencement date, provided that Webiny: (i) gives Customer at least 90 days' prior written notice of any such pricing change; and (ii) only increases pricing to reflect its actual cost increases and, in any case, does not increase pricing by a percentage that exceeds the then most-recently published CPI. No increase in pricing shall be effective unless made fully in compliance with the provisions of this Section.

1.2.2 Purchasing Additional Subscription Licenses.

Customer may obtain additional Subscription Licenses under this Agreement by submitting a request through Webiny's sales team. If Customer purchases additional licenses, Customer must pay the then-currently applicable Fees for them, prorated for the balance of the applicable Term, provided however, that in no event will the per license fee for the additional licenses exceed 10% of the per license fee for the initial licenses. Upon renewal of Customer's Subscription Licenses for another Subscription Term, Webiny will invoice all Subscription Licenses at once on an annual basis unless otherwise specified in an Order Form/SOW.

1.2.3 Professional Services.

Upon Customer's request for Professional Services, Webiny will provide an SOW detailing such Professional Services. Webiny will perform the Professional Services described in each SOW. Webiny will control the manner and means by which the Professional Services are performed and reserves the right to determine personnel assigned. Webiny may use third parties to perform the Professional Services, provided that Webiny first obtains Customer's prior written approval (which shall not be unreasonably withheld or delayed) (each such approved third party, a "Permitted Subcontractor"). Customer's approval shall not relieve Webiny of its obligations under

this Agreement and Webiny shall remain responsible for the acts and omissions of Permitted Subcontractors.

Unless otherwise agreed to in writing by an authorized representative of the parties, Customer is and shall be the sole and exclusive owner of all right, title, and interest in and to the Deliverables, including all intellectual property rights therein. Webiny agrees, and will cause its personnel to agree, that with respect to any Deliverables that may qualify as a “work made for hire” as defined in 17 U.S.C. §101, such Deliverables are hereby deemed a “work made for hire” for Customer. To the extent any Deliverables do not constitute a “work made for hire”, Webiny hereby irrevocably assigns, and shall cause its personnel to irrevocably assign to Customer, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables, including all intellectual property rights therein. Webiny shall cause its personnel and Permitted Subcontractors to irrevocably waive, to the extent permitted by applicable law, any and all claims such personnel may now or hereafter have in any jurisdiction to so-called “moral rights” or rights of droit moral with respect to the Deliverables. Upon the reasonable request of Customer, Webiny shall, and shall cause its personnel and Permitted Subcontractors to, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Customer to prosecute, register, perfect, or record its rights in or to any Deliverables. If Webiny desires to utilize, implement or incorporate a Deliverable as part of the Software offered broadly to Webiny's customer base, Customer and Webiny shall negotiate in good faith as to an equitable resolution.

Customer acknowledges and agrees that Webiny retains all right, title, and interest in and to any Pre-Existing Materials or Feedback used or developed in connection with performing the Professional Services, including software, tools, specifications, ideas, concepts, inventions, processes, techniques, and know-how. Webiny hereby grants Customer a limited, irrevocable, perpetual, fully paid-up, royalty-free, non-

transferable (except in accordance with Section 1.8.3 (Assignment)), non-sublicenseable, worldwide license to use, perform, display, execute, reproduce, distribute, transmit, modify (including to create derivative works), import, make, have made, sell, offer to sell, and otherwise exploit any Pre-Existing Materials or Feedback to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables for any and all purposes. All other rights in and to the Pre-Existing Materials are expressly reserved by Webiny.

Customer and its licensors are, and shall remain, the sole and exclusive owner of all right, title, and interest in and to the Customer Content, including all intellectual property rights therein. Webiny shall have no right or license to use any Customer Content except solely during the Subscription Term to the extent necessary to provide the Software and Services to Customer. All other rights in and to the Customer Content are expressly reserved by Customer.

1.3 Confidentiality.

Neither Party will use the other Party's Confidential Information, except as permitted under this Agreement. Each Party agrees to maintain in confidence and protect the other Party's Confidential Information using at least the same degree of care as it uses for its own information of a similar nature, but in any event at least a reasonable degree of care. Each Party agrees to take all reasonable precautions to prevent any unauthorised disclosure of the other Party's Confidential Information, including, without limitation, disclosing such Confidential Information only to its Representatives who (i) have a need to know such information, (ii) are party to appropriate agreements sufficient to comply with this Section 1.3, and (iii) are informed of the restrictions on use and disclosure set forth in this Section 1.3. Each Party is responsible for all acts and omissions of its Representatives. The foregoing obligations will not restrict either Party from disclosing Confidential Information of the other Party pursuant to the order or requirement of a court, administrative agency, or other governmental body of competent jurisdiction, provided that the

Party required to make such a disclosure gives reasonable notice to the other Party to enable such Party to contest such order or requirement, unless such notice is prohibited by law. The restrictions set forth in this Section 1.3 will survive the termination or expiration of this Agreement.

Webiny shall comply with its obligations under the data processing addendum set forth and incorporated hereto as Exhibit B. All data, information, and materials provided by or on behalf of Customer shall be Customer Content, and all Customer Content shall be Customer's Confidential Information. Webiny shall only use the Customer Content to provide the Services to Customer.

1.4 Defense of Claims.

The Parties will indemnify, defend and hold harmless each other against third-party claims, as and to the extent set forth in this Section 1.4 and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending Party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The Party being defended must provide the defending Party with all reasonably requested assistance, information, and authority. The defending Party will reimburse the other Party for reasonable out-of-pocket expenses it incurs in providing assistance, and will not settle or make any admissions with respect to a third-party claim without the other Party's prior written consent, not to be unreasonably withheld or delayed. This Section 1.4 describes the Parties' sole remedies and entire liability for such claims.

1.4.1 Webiny.

Webiny will indemnify, defend and hold harmless Customer against any claim brought by an unaffiliated third party arising from: (1) Webiny's breach of this Agreement, including Webiny's breach of confidentiality obligations, (2) allegations that Customer's authorised use of the Software or the Services infringes a copyright, patent, or trademark or misappropriates a trade secret of an unaffiliated third party

(an “Intellectual Property Claim”). If Webiny is unable to resolve an Intellectual Property Claim under commercially reasonable terms, it may, at its option, either: (a) modify, repair, or replace the Software or Service (as applicable); or (b) terminate Customer's subscription and refund any prepaid, unused subscription fees. Webiny will have no obligation under this Section 1.4.1 for any Intellectual Property Claim arising from: (i) modification of the Software or Service, or the combination, operation, or use of the Software or Service with equipment, devices, software, systems, or data, other than as expressly authorised by this Agreement (including the Documentation); (ii) Customer's failure to stop using the Software or Service after receiving written notice from Webiny to do so; (iii) products or services that are provided by Webiny free of charge; or (iv) access or use of Beta Previews. For purposes of Webiny's obligation under this Section 1.4.1, the Software and the Service include open source components incorporated by Webiny therein.

1.4.2 Customer.

Customer will indemnify, defend and hold harmless Webiny against any claim brought against Webiny by an unaffiliated third party arising from: (i) Customer Content that Customer uploads to the Software or the Service, when such Customer Content is used by Webiny as set forth herein; (ii) Customer's violation of this Agreement, including Customer's breach of confidentiality; (iii) Customer unauthorized modifications to the Software.

1.5 Representations and Warranties; Disclaimer; Limitations of Liability.

1.5.1 General Warranty.

Each Party represents and warrants to the other that it has the legal power and authority to enter into this Agreement and that this Agreement is entered into by an employee or agent of such Party with all necessary authority to bind such Party to the terms and conditions of this Agreement.

1.5.2 Limited Warranties.

(i) Software. Webiny represents and warrants that during the Term the Services and unmodified Software will substantially conform to its Documentation, will be free of any disabling code, virus, spyware, or adware, and will comply with applicable law. Webiny does not warrant that Customer's use of the Software will be uninterrupted, or that the operation of the Software will be error-free. The warranty in this Section 1.5.2(i) will not apply to Customer Software or if Customer uses the Software in any way that is not expressly permitted by Section 2 and the Documentation. Except for any indemnification obligation, Webiny's only obligation, and Customer's only remedy, for any breach of this warranty will be, at Webiny's option and expense, to either (a) promptly repair the Software; (b) replace the Software; or (c) terminate this Agreement with respect to the defective Software, and refund the unused, prepaid Fees for the defective Software during the then-current Subscription Term.

(ii) Professional Services. Webiny represents and warrants to Customer that any Professional Services performed under this Agreement will be performed in a professional and workmanlike manner by appropriately qualified personnel and in accordance with all applicable laws. Except for any indemnification obligation, Webiny's only obligation, and Customer's only remedy, for a breach of this warranty will be, at Webiny's option and expense, to either: (1) promptly re-perform any Professional Services that fail to meet this warranty or (2) if the breach cannot be cured, terminate the Agreement and/or Order Form and refund the Fees for the defective Professional Services.

1.5.3 Disclaimer.

(i) Generally. Except as expressly provided in this Agreement, Webiny does not make any other warranties and representation of any kind, and hereby specifically disclaims any other warranties, whether express, implied, or statutory, including but not limited to warranties of merchantability, fitness for a particular purpose, non-infringement, or any warranties or conditions arising out of course of dealing or usage of trade. No

advice or information, whether oral or written, provided by Webiny or anywhere else will create any warranty or condition not expressly stated in this Agreement.

(ii) Service. Except as set forth herein, Webiny provides the Service “AS IS” and “AS AVAILABLE” without warranty of any kind. Without limiting this, Webiny expressly disclaims all warranties, whether express, implied, or statutory, regarding the Service including without limitation any warranty of merchantability, fitness for a particular purpose, title, security, accuracy, and non-infringement. Webiny does not warrant that the Service will meet Customer's requirements; that the Service will be uninterrupted, timely, secure, or error-free; that the information provided through the Service is accurate, reliable, or correct; that any defects or errors will be corrected; that the Service will be available at any particular time or location; or that the Service is free of viruses or other harmful components.

(iii) Beta Previews. Customer may choose to use Beta Previews at their sole discretion. Beta Previews may not be supported and may be changed at any time without notice. Beta Previews may not be as reliable or available as the Service. Beta Previews are not subject to the same security measures and auditing to which the Service has been and is subject. Webiny will have no liability arising out of or in connection with Beta Previews. Customer uses Beta Previews at its own risk.

1.5.4 Limitations of Liability.

(i) Indirect Damages. To the maximum extent permitted by applicable law, in no event will either party be liable to the other party or to any third party for any indirect, special, incidental, punitive, or consequential damages (including for loss of profits, revenue, or data) or for the cost of obtaining substitute products arising out of or in connection with this Agreement, however caused, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), strict liability or otherwise, and whether or not a party has been advised of the possibility of such damages.

(ii) Limitation of Total Liability. To the maximum extent permitted by applicable law, in no event will either party's total cumulative liability under this Agreement from

all causes of action and all theories of liability exceed the Fees Customer has actually paid to Webiny during the 12 months preceding the claim giving rise to such liability. For products and services that are provided free of charge and for Beta Previews, Webiny's liability is limited to direct damages up to \$5,000. Notwithstanding the foregoing, this limitation of total liability pursuant to this Section 1.5.4 shall not apply to either party's: (a) indemnification obligations under Section 1.4, (b) either party's willful misconduct, fraud, or more culpable act or omission, or (c) to either party's breach of its confidentiality obligations hereunder.

1.6 Support.

Webiny will provide Support for the Software and Service as follows:

1.6.1 Generally.

Webiny will provide premium Support (subject to Webiny Premium Support for Enterprise) or dedicated technical Support for the Software or Service at the Support level, Fees, and Subscription Term specified in an Order Form, including delivery of a support runbook that includes, for example, ticket prioritization and rollback instructions.

1.6.2 Exclusions.

Webiny will use reasonable efforts to correct any material, reproducible errors in the Software of which Customer notifies Webiny. However, Webiny will not be responsible for providing Support where: (i) Customer changes its operating system or environment in a way that adversely affects the Software or its performance; (ii) Customer uses the Software in a manner other than as authorised under this Agreement or the Documentation; or (iii) there is negligence or misuse by Customer of the Software.

1.7 Intellectual Property Rights.

As between the Parties, Webiny owns all rights, title, and interest, including all intellectual property rights, in and to the Software, Services and Products. Webiny

reserves all rights in and to the Software, Services and Products not expressly granted to Customer under this Agreement. Webiny may use, modify, and incorporate into its Software, Services and Products, any Feedback, comments, or suggestions that Customer may provide or post in forums without any obligation to Customer.

1.1.8 General Provisions.

1.8.1 Governing Law; Venue.

This Agreement will be governed by and construed in accordance with the laws of the state of Delaware. The Parties agree that any action brought by either Party to enforce the terms of this Agreement shall be brought in the state or federal courts sitting in the state of Delaware.

1.8.2 No Publicity Without Permission.

Webiny may identify Customer as a customer of Webiny to current and prospective customers. Webiny may use Customer's name or logo in any advertising or marketing materials or other written materials (including Webiny's website).

1.8.3 Assignment.

Neither Party may assign or otherwise transfer this Agreement, in whole or in part, without the other Party's prior written consent, such consent not to be unreasonably withheld, and any attempt to do so will be null and void, except that either Party may assign this Agreement in its entirety, upon written notice to the other Party and without the other Party's consent, in connection with a merger, acquisition, corporate reorganisation, or sale of all or substantially all of the assigning party's business or assets.

1.8.4 Notices.

Unless otherwise stated herein, any notice, request, demand or other communication under this Agreement must be in writing (e-mail is acceptable) and will be deemed to be properly given: (i) upon receipt, if delivered personally; (ii) one (1) business day

following confirmation of receipt by the intended recipient, if by e-mail; (iii) five (5) business days after it is sent by registered or certified mail, with written confirmation of receipt and email; or (iv) three (3) business days after deposit with an internationally recognised express courier and email, with written confirmation of receipt. Notices can be sent to the address(es) set forth in this Agreement unless a Party notifies the other that those addresses have changed.

1.8.5 Force Majeure.

Webiny will be excused from liability to the extent that it is unable to perform any obligation under this Agreement due to extraordinary causes beyond its reasonable control, including acts of God, natural disasters, strikes, lockouts, riots, acts of war, epidemics, or power, telecommunication or network failures. Customer shall not be obligated to pay for any Services not provided due to force majeure.

1.8.6 Independent Contractors.

Each Party is an independent contractor with respect to the subject matter of this Agreement. Nothing contained in this Agreement will be deemed or construed in any manner to create a legal association, partnership, joint venture, employment, agency, fiduciary, or other similar relationship between the Parties, and neither Party can bind the other contractually.

1.8.7 Waiver.

A Party's obligations under this Agreement may only be waived in writing signed by an authorised representative of the other Party. No failure or delay by a Party to this Agreement in exercising any right hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right hereunder at law or equity.

1.8.8 Entire Agreement.

This Agreement, together with the Exhibits, each Order Form, and each SOW constitutes the entire agreement and understanding of the Parties with respect to its subject matter, and supersedes all prior or contemporaneous understandings and agreements, whether oral or written, between the Parties with respect for such subject matter. The terms of any Customer purchase order, written terms or conditions, or other documents that Customer submits to Webiny that contains terms that are different from or in addition to the terms of this Agreement or any Order Form will be void and of no effect.

1.8.9 Severability.

If any provision of this Agreement is deemed by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the Parties will modify or reform this Agreement to give as much effect as possible to that provision. Any provision that cannot be modified or reformed in this way will be deemed deleted and the remaining provisions of this Agreement will continue in full force and effect.

SECTION 2: WEBINY ENTERPRISE LICENSE TERMS

This Section 2 details terms applicable to Customer's use of the Software.

2.1 License Grant.

Webiny hereby grants to Customer a non-exclusive, non-transferable, worldwide, royalty-free, irrevocable (except as set forth in Section 1.1.3 (Effect of Termination; Survival) and Section 1.2.1 (Fees) license to: (i) install and use the Software for Customer's internal business purposes (which shall include writing and managing copy and content for all of Customer's web applications and hosting and using the Software for the benefit of Customer's customers) and (ii) modify or creative derivative works of the Software (collectively, the "Permitted Use") during the applicable Subscription Term and Transition Period, in accordance with the Documentation, and only for the number of Subscription Licenses stated in

Customer's Order Form. The Software may include components licensed to Webiny by third parties.

2.2 License Restrictions.

Except as expressly permitted above, by law or by applicable third-party license, Customer must not and must not allow any third party to: (i) sublicense, sell, rent, lease, transfer, assign, or redistribute the Software; (ii) host the Software for the benefit of third parties; (iii) disclose or permit any third party to access the Software, except as expressly permitted in this Section 2; (iv) hack, reverse engineer, or modify the Software, or avoid or change any license registration process; (v) utilize the Software for purposes competitive with Webiny; (vi) disassemble, decompile, bypass any code obfuscation, or otherwise reverse engineer the Software; (vii) modify, obscure, or delete any proprietary rights notices included in or on the Software or Documentation; or (viii) otherwise use or copy the Software or Documentation in a manner not expressly permitted by this Agreement.

2.3. Delivery. Passwords.

All deliveries under this Section 2 will be electronic. Customer is responsible for maintaining the confidentiality of Customer's usernames and passwords.

SECTION 3: SUPPORT TERMS

3.1 Technical Support & Problem Resolution.

3.1.1 Technical Support.

Webiny will provide telephone and email assistance for general advice and technical support, as well as technical assistance and remediation for operational issues as further described below.

3.1.2 Problem Resolution.

Webiny will use its reasonable commercial endeavours to correct all problems that are reported by Customer or of which Webiny otherwise becomes aware in accordance

with the terms defined in the STATEMENT OF WORK, Section 2.2. The priority level of the problems reported by Customer shall be determined by Customer.

3.2 Failure to Achieve Service Levels.

If Service Levels fall below the Response Times during any calendar month, Webiny shall extend the term of the Agreement, at no additional cost to Customer, for the period of time during which the Service Levels do not meet the Response Times. If Service Levels fall below the Response Times for any three (3) months during a twelve (12) month period, Customer may terminate the Agreement and Webiny will promptly refund fees for Software and Services which have not been delivered as of termination.

3.3 Contingencies.

Webiny will, in accordance with industry best practice, maintain detailed and comprehensive contingency plans against events which could affect the ability of Webiny to provide Support in accordance with this Exhibit, including, without limitation, loss of production, loss of systems, loss of equipment, industrial relations problems with Webiny's or Webiny's subcontractors' personnel, failures in the supply chain, failure of carriers and the failure of Webiny's or its Webiny's equipment, computer systems or business systems.

EXHIBIT A: DEFINITIONS

" **Active User**" means a User trying to access the Service at the time of an Outage.

" **Beta Previews**" means software, services, or features identified on an Order Form as alpha, beta, preview, early access, or evaluation.

" **Confidential Information**" means all non-public information disclosed by either Party to the others, whether in writing, orally or by other means, designated as confidential or that the receiving Party knows or reasonably should know, under the circumstances surrounding the disclosure and the nature of the information, is confidential to the disclosing Party.

" **Content**" means, without limitation, text, data, articles, images, photographs, graphics, software, applications, designs, features, and other materials that are featured, displayed, or otherwise made available through the Service.

" **Customer Content**" means Content provided by or on behalf of Customer to Webiny or to the Service. Customer shall own all Customer Content.

" **Customer Software**" means any products resulting from extending, tailoring, and or customizing the "Software" – excluding Maintenance Releases, Enhancements or New Versions – performed to the Software by or on behalf of Customer.

"**Deliverable(s)**" means all documents, work product (including software code, applications, and programs), and other materials that are delivered to Customer hereunder or prepared by or on behalf of Webiny in the course of performing the Professional Services, including any items identified as such a SOW.

" **Documentation**" means any manuals, documentation, and other supporting materials relating to the Software or Service that Webiny provides or makes available to Customer.

" **Commencement Date**" is the commencement date which is set out in the Order Form (or such other date as may be agreed between the parties).

" **Fees**" means the fees Customer is required to pay Webiny to (i) use the Services during the applicable Subscription Term or (ii) receive Professional Services, as such fees are reflected on an Order Form.

" **Feedback**" means any general ideas, know-how, suggestions, enhancement requests, recommendations, or any other feedback, in each case, on Webiny software, products or services.

" **Order Form**" means written or electronic documentation (including a quote) that the Parties use to order the Services.

" **Outage**" means the interruption of an Essential Service that affects more than 50% of Active Users.

" **Pre-Existing Materials**" means the pre-existing materials specified in the applicable SOW and all other documents, data, know-how, methodologies, software, and other

materials, including computer programs provided by or used by Webiny in connection with performing the Professional Services, in each case developed or acquired by Webiny prior to the commencement or independently of this Agreement.

" **Professional Services**" means training, technical consulting, or implementation services that Webiny provides pursuant to an agreed SOW. Professional Services do not include Support.

" **Representatives**" means a Party's employees, agents, independent contractors, consultants, and legal and financial advisors.

" **Software**" means Webiny Enterprise software. Software includes any applicable Documentation, as well as any Updates to the Software that Webiny provides to Customer or that it can access under this Agreement.

" **Subscription Term**" means one (1) year from the Commencement Date of an order or any fixed term otherwise stated in the Order Form, and includes any renewal of that Subscription Term.

" **Support**" means technical support for the Software or Service that Webiny may provide.

" **Update**" means a Software release that Webiny makes generally available to its customers, along with any corresponding changes to Documentation (if any).

EXHIBIT B: WEBINY DATA PROTECTION ADDENDUM

1. Definitions and Interpretation. Capitalised terms and expressions used in this Schedule shall have the following meaning:

" **Client Personal Data**" means any Personal Data Processed by Supplier or a Subprocessor on behalf of Client pursuant to or in connection with this Agreement, including any personally identifiable Content provided by or on behalf of Client;

" **Data Protection Laws**" means the UK Data Protection Laws and the EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country or state;

" **EEA**" means the European Economic Area;

" **EU Data Protection Laws**" means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;

" **GDPR**" means EU General Data Protection Regulation 2016/679;

" **Data Transfer**" means a transfer of Client Personal Data from the Client to a Subprocessor; or an onward transfer of Client Personal Data from a Subprocessor to a Sub-Subprocessor, in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws);

" **Services**" means the services which the Supplier provides for Clients.

" **Subprocessor**" means any person appointed by or on behalf of the Supplier to process Personal Data in connection with the agreement.

" **UK Data Protection Laws**" means the Data Protection Act 2018 and any amendment or replacement of that Act.

" **Usage Data**" means data generated in connection with Customer's access and use of the Software, including by way of example, timestamped data on the aggregated volume of API calls made against the Software (other than Client Personal Data or Customer Content) and data derived from it (e.g. types of applications or accounts utilizing or interacting with the Software).

The terms, "**Commission**", "**Controller**", "**Data Subject**", "**Member State**", "**Personal Data**", "**Personal Data Breach**", "**Processing**" and "**Supervisory Authority**" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

Terms capitalized but not defined in this Exhibit B shall have the meaning given to them in the Enterprise License Agreement.

2. Processing of Client Personal Data. Where the Supplier Processes Client Personal Data under the terms of the agreement, the Supplier shall comply with all applicable

Data Protection Laws in the Processing of Client Personal Data. Except for the purposes of providing the Software and Services pursuant to the Enterprise Licence Agreement between Supplier and Client, Supplier shall not use any Client Personal Data for any purpose, even if aggregated, de-identified, or anonymized. Client Personal Data shall be Client Confidential Information. Notwithstanding the foregoing, Supplier may collect, analyze, and use Usage Data for the purposes of creating de-identified data in order to publish reports related to the Software and to improve Supplier's products and services, system performance, system architecture, and functionality.

3. The Supplier Personnel. The Supplier shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any Subprocessor who may have access to the Client Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Client Personal Data, as strictly necessary for the purposes of the Agreement, and to comply with applicable laws in the context of that individual's duties to the Subprocessor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

4. Security. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Supplier shall in relation to the Client Personal Data implement appropriate technical, administrative, physical, and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR. Further, Supplier shall remediate any critical vulnerabilities in the Software, including zero-day exploits, within 48 hours of a fix, solution or workaround becoming available, or implement mitigating controls to reduce any associated risk arising out of such vulnerabilities until a fix, solution, or workaround becomes available; for clarity, critical vulnerabilities as a result of Customer Software shall not be subject to the obligations of this Section 4.

5. In assessing the appropriate level of security, the Supplier shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

6. Subprocessing. The Supplier shall not appoint (or disclose any Client Personal Data to) any Subprocessor unless required or authorised to do so by the Client, or by the Customer, having received authorization from the Client.

7. Data Subject Rights. Taking into account the nature of the Processing, the Supplier shall implement appropriate technical, administrative, physical, and organisational measures, insofar as this is possible, to respond to any requests to exercise Data Subject rights under the Data Protection Laws.

8. The Supplier shall promptly notify the Customer if it receives a request from a Data Subject under any Data Protection Law in respect of Client Personal Data.

9. Personal Data Breach. The Supplier shall notify Customer without undue delay upon the Supplier becoming aware of any Personal Data Breach affecting Client Personal Data, providing the Customer with sufficient information to allow the Customer to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

10. The Supplier shall cooperate with the Customer and, at Supplier's expense, take reasonable commercial steps to assist in the investigation, mitigation and remediation of any such Personal Data Breach.

11. Data Protection Impact Assessment and Prior Consultation. The Supplier shall provide reasonable assistance to the Customer with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Customer reasonably requires under article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Client Personal Data by, and taking into account the nature of the Processing and information available to the Supplier.

12. Deletion or return of Client Personal Data. The Supplier shall promptly and in any event within 10 business days of the date of cessation of any Services involving

the Processing of Client Personal Data delete and procure the deletion of all copies of Client Personal Data. However, it is agreed that the Supplier may retain Usage Data.

13. Audit rights. The Supplier shall make available to the Client on request all information necessary to demonstrate compliance with this agreement, and shall allow for and contribute to audits, including inspections, by the Client or an auditor mandated by the Client in relation to the Processing of the Client Personal Data by the Supplier or its Subprocessors.

14. Data Transfer. The Supplier may not transfer or authorise the transfer of Data to countries outside the EU and/or the European Economic Area (EEA), other than in accordance with Exhibit C (Standard Contractual Clauses) and with the prior written consent of the Customer.