SPOTIFY TECHNOLOGY

MASTER CUSTOMER AGREEMENT

Last updated: November 23, 2026

This Master Customer Agreement (this "**MCA**") is entered into by Spotify and the entity or individual agreeing to this MCA ("**Customer**") and governs Customer's access to, and use of, Spotify's proprietary developer software, managed services, support services and any other products and services identified in an Order Form or other documentation referencing this MCA (collectively, the "**Products**").

By signing or executing an Order Form that incorporates this MCA by reference, otherwise expressing consent to this MCA, or downloading, accessing or using the Products, Customer agrees to this MCA. If Customer does not agree to this MCA, then Customer must not download, access or use the Products.

This MCA, together with any applicable Order Forms, the Additional Terms and Policies, the Data Processor Appendix and any other documents incorporated or referenced by, or incorporating or referencing this MCA, collectively form this "**Agreement**".

The Agreement is between Customer and: (a) if Customer is 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 Customer is 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 556703-7485 ("**Spotify**").

IF YOU ARE AN INDIVIDUAL ACCESSING OR USING THE PRODUCTS 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.

The Products consist of professional developer tools and services designed and intended for use by software developers, engineering teams, and other technical professionals in a business or professional capacity and are not intended for "consumers" as contemplated in applicable consumer protection laws, or for personal, family or household use.

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. Overview.



1.1. **Permitted Use**. During the Term and subject to Customer's compliance with this Agreement, Spotify grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable right to install and use the Software Products and access and use the Managed Services, in each case solely for Customer's business purposes and in accordance with the Documentation and the applicable Order Form, including any usage limitations set out in any applicable Order Form.

1.2. **Documentation and SLAs**. Spotify will provide the Products in material conformity with the Documentation and the applicable SLAs.

1.3. **Account**. Unless otherwise specified for a particular Product, Customer must create and maintain an Account to access and use the Products. Customer is responsible for all activity under its Account, including all activities by its Users, and for maintaining the confidentiality of its Account credentials, authentication tokens, and any other means of accessing the Products. Customer must promptly notify Spotify of any unauthorized access to or use of the Account.

1.4. **Affiliate Usage.** Customer's Affiliates may access and use the Products under this Agreement, provided that Customer (a) remains fully responsible and liable for each such Affiliate's compliance with the terms of this Agreement, including any act or omission of such Affiliate, as if such act or omission were Customer's own, and (b) any such use, in aggregate with Customer's own use, must remain within any usage limitations set forth in the applicable Order Form.

1.5. **AI Terms**. Some Products may include access to features powered by generative artificial intelligence or machine learning models, including agentic features. Customer's use of such features is subject to the AI Terms.

1.6. **Support Services**. Customer may elect to purchase additional Support Services as further specified in applicable Order Forms. For clarity, Support Services are available at an extra charge and are in addition to the customer support and technical support provided under the Customer Support Guidelines.

1.7. **Changes to Products**. Spotify may from time to time make changes to the Products, including releasing new software or software versions that update, supplement or replace the original Products, or discontinuing Products or specific Product functions or features. For material changes, Spotify will seek to provide reasonable advance notice to Customer via email or other direct means before such material changes take effect. Any changed Products are governed by this Agreement unless separate terms and conditions accompany such changes.

1.8. **Changes to the Agreement**. Spotify may from time to time make updates to this Agreement by notifying Customer of such updates by any reasonable means, including by posting the updated Agreement on Spotify's website. For material adverse changes that increase Customer's obligations or otherwise limit Customer's rights, Spotify will seek to provide reasonable advance notice to Customer via email or other direct means before such material adverse changes take effect. Customer's use of the Products following any changes to this Agreement will constitute Customer's acceptance of such changes. If Customer does not agree to any such changes to the Agreement, Customer must cease all use of and, where applicable, delete the Products.

2. Order Forms and Payment Terms.



2.1. **Order Forms**. Except for certain Trials or Early Access Products, or as otherwise may be provided by Spotify from time to time, in order to access and use the Products, Customer must place orders for the Products as specified in Order Forms entered into between Customer and Spotify. No Order Form is binding until countersigned or otherwise expressly confirmed in writing by Spotify. All Order Forms are non-cancellable and non-refundable, unless the Order Form expressly provides otherwise.

2.2. **Resellers**. Unless otherwise expressly agreed by Spotify, if Customer purchases the Products through a Reseller, Customer must pay all applicable amounts directly to the Reseller, and Customer's order details will be governed by the Order Form placed by the Reseller (on Customer's behalf) with Spotify.

2.3. **Fee Changes**. Spotify may update its Fees for the Products from time to time. Any such Fee updates will not apply to any fixed-term Order Form, and will apply only from the commencement of any Order Form renewal period, or from the effective date of a new Order Form entered into between Customer and Spotify.

2.4. **Invoices and Payment**. Customer agrees to pay all undisputed invoices for Fees within the payment term specified in the Order Form, or if not specified in an Order Form, within thirty (30) days of receipt of the invoice from Spotify. Payment shall be made in the currency and in accordance with the payment method designated on the Order Form. If Customer has elected to pay via credit card or similar online payment method, then Customer authorizes Spotify, or its third-party payment processor (as applicable), to charge that payment method for any applicable recurring and non-recurring Fees.

2.5. **Late Payment**. If Spotify does not receive payment by the due date, Spotify reserves the right to charge late payment interest at 1.5% per month (or the highest rate permitted by applicable law, if less). Spotify reserves any other rights of collection it may have as a result of overdue payments.

2.6. **Invoice Disputes**. If Customer disputes any invoice, Customer must notify Spotify in writing within thirty (30) days of receipt of the invoice with reasonable detail regarding the basis of the dispute. Any amounts not disputed in accordance with the prior sentence shall be deemed not disputed and Customer remains liable to pay such undisputed amounts in accordance with Section 2.4.

2.7. **Taxes**. Unless stated otherwise, the amounts that must be paid under the Agreement are exclusive of Taxes. 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 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 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. Any and all payments will be made free and clear of, and without deduction or withholding for, any taxes. If the Customer is required to deduct or withhold any taxes from such payments, then the sum payable will not be affected, and Spotify shall receive an amount equal to the sum it would have received had no such deductions or withholding been made. Customer and Spotify agree to work together to collect all relevant required documentation in the event of a tax audit.

3. Customer Data.

3.1. **Rights to Customer Data**. As between Customer and Spotify, Customer exclusively owns all right, title and interest in and to all Customer Data. Customer hereby grants to Spotify a non-exclusive, worldwide, transferable (as permitted in Section 15.4), sublicensable, royalty-free license to use,



copy, store, transmit, modify, create derivative works of and display the Customer Data solely to the extent necessary to provide the Products to Customer, to provide Customer with technical support (including any Support Services), to comply with applicable law, and as permitted in Section 6.1. For clarity, Spotify does not have access to data submitted by Customer to Software Products installed in Customer's own environment, unless Customer provides such data to Spotify or Spotify otherwise collects such data as authorized under this Agreement (for example, in connection with the provision of technical support), in which case such data will be deemed Customer Data for the purposes of this Agreement. Where applicable in-product settings permit, Spotify may also use Customer Data for additional purposes that are described in the Product or in the Documentation, such as developing and improving the Products or other Spotify products and services, provided that prior to any such usage, Spotify must aggregate and de-identify Customer Data such that it does not identify Customer or any User. The default applicable product settings for each Product are described in the applicable Products and Documentation.

3.2. **Data Processor Appendix and Security**. The Data Processor Appendix will apply to Spotify's processing of Customer Data under this Agreement. Spotify will maintain appropriate technical and organizational security measures designed to protect Customer Data against unauthorized access, disclosure, and loss, as further described in Schedule 2 of the Data Processor Appendix. Additional information about Spotify's security program is available at https://technology.spotify.com/security.

3.3. **Customer Data Responsibility**. Customer is responsible for the content, accuracy, and legality of all Customer Data. Customer represents and warrants that it has all rights, consents, and permissions necessary to provide Customer Data to Spotify and to permit Spotify to process the data in accordance with the Data Processor Appendix and this Agreement. Customer will not submit, upload, or provide to Spotify in connection with this Agreement any sensitive personal data, including but not limited to health information, financial or payment information, biometric data or special categories of personal data (as defined by applicable privacy and personal data legislation) or any data that requires an export license or other authorization under Trade Control Laws (as defined in Section 13.1).

3.4. **Usage Data**. Customer acknowledges and agrees that Spotify may collect, use, and retain Usage Data from Customer's use of the Products. Prior to any external usage by Spotify, Usage Data will be aggregated and de-identified such that it does not identify Customer or any User. Spotify may use and otherwise exploit Usage Data for any lawful purpose, including to improve and develop its products and services. For the avoidance of doubt, Usage Data is not Customer Data.

3.5. **Retrieval and Deletion of Customer Data**. Customer Data will be available for retrieval by the Customer during the Term upon Customer's written request. Following expiration or termination of this Agreement, Spotify will delete all Customer Data within ninety (90) days. Notwithstanding the foregoing, Spotify may retain Customer Data (a) as required by applicable law or (b) in accordance with its standard backup or record retention policies, provided that, in either case, Spotify will maintain the confidentiality of, and otherwise comply with the applicable provisions of this Agreement with respect to retained Customer Data and not further process it except as required by applicable law.

4. Open Source Components and Verification.

4.1. **Open Source Components**. The Software Products may contain or be used with open source components (including the Backstage open source framework), and Customer's use of such components is subject to the applicable open source license terms. The applicable list of open source components can be accessed through the Software Products, which list may be updated from time to time.

4.2. **Verification**. Upon at least thirty (30) days' advance written notice but no more than once per twelve (12) month period, Spotify may verify Customer's compliance with the Software Products license terms, including seat counts or installations made. Customer will provide reasonable cooperation and access to relevant records, system information, and installations to facilitate such verification. If the verification reveals that Customer has exceeded its total seat count or other usage limitations, Spotify may charge the Customer for such excess use.

5. Trials and Early Access Products.

5.1. **Trials and Early Access Products**. From time to time, Spotify may offer Trials of some or all of the Products, or provide access to Early Access Products, for a specified period at no cost or at a reduced rate. Unless otherwise agreed in writing by Spotify, Customer may use such Trials and Early Access Products solely for Customer's internal testing and evaluation, and not for any production use or business purposes.

5.2. **Disclaimer**. **Notwithstanding anything to the contrary in this Agreement: (a) Trials and Early Access Products are provided "AS IS" and "AS AVAILABLE" without any express or implied warranties, representations, or indemnities of any kind; (b) Spotify's maximum aggregate liability for any Trials and Early Access Products is limited to one thousand ($1,000) US dollars,** and (c) Spotify reserves the right to refuse, revoke, or discontinue Customer's access to Trials and Early Access Products at any time and for any reason, without liability to Customer. Additional terms and conditions may apply to specific Trials and Early Access Products.

6. Customer Obligations and Restrictions.

6.1. **Compliance**. Customer must comply, and will reasonably cooperate with Spotify to comply, with all applicable laws and this Agreement (including the Acceptable Use Policy) when accessing and using the Products. Spotify reserves the right to investigate any potential violations by Customer, which may include reviewing Customer's use of the Products (including Customer Data) to the extent necessary to determine if a violation has occurred.

6.2. **Restrictions on Use**. Customer must not, and must not permit any third party, to: (a) reverse-engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Products, except to the extent this restriction is prohibited by applicable law; (b) copy, modify or create derivative works of the Products; (c) sell, resell, sublicense, lease, or otherwise redistribute the Products to any third party (other than to its Users and Affiliates in accordance with this Agreement); (d) share, circumvent, or tamper with license keys, usage limits or quotas for the Products; (e) use the Products for benchmarking, competitive analysis, or to develop a competing product or service; (f) circumvent any technical security measures of the Products; (g) remove or alter any proprietary notices, labels, or markings from the Products; or (h) use the Products in any manner that violates this Agreement (including the Acceptable Use Policy) or the Documentation.



6.3. **Third-Party Products**. Customer acknowledges and agrees that the Products may support integrating with or using Third-Party Products selected or configured by Customer (including the Backstage open source framework and third-party AI models or agents). Spotify is not responsible for the operation, availability, support, or security of Third-Party Products. Any such Third-Party Products are made available to Customer under the terms of the applicable licenses and not this Agreement. Customer is solely responsible for obtaining and complying with the appropriate licenses and terms of service to use such Third-Party Products, and for ensuring that its use of Third-Party Products complies with this Agreement.

7. Intellectual Property and Feedback.

7.1. **Ownership**. Except for the rights expressly granted in this Agreement, neither Party grants the other Party any rights, whether by implication, estoppel, or otherwise. Each Party retains all of its rights, title, and interest in and to its intellectual property, including all patents, copyrights, trademarks, and trade secrets.

7.2. **Feedback**. If Customer provides Feedback to Spotify, Customer acknowledges that such Feedback is gratuitous and unsolicited and that Spotify may use such Feedback without restriction and without obligation to Customer.

8. Term, Termination and Suspension.

8.1. **Term**. This Agreement shall commence on the date Customer first accepts this MCA and will continue until all Order Forms have expired or been terminated, or until the end of Customer's permitted use of a Trial or Early Access Product, as applicable ("**Term**"), unless earlier terminated as provided herein.

8.2. **Termination for Cause.** Either Party may terminate this Agreement, or an individual Order Form, if the other Party (a) materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice describing the breach in reasonable detail, or (b) becomes the subject of any proceeding relating to bankruptcy, insolvency, liquidation, receivership or assignment for the benefit of creditors, or any comparable legal proceeding.

8.3. **Termination by Spotify**. Spotify may terminate this Agreement, or an individual Order Form, if Spotify ceases to provide the applicable Products or any material component thereof, or as reasonably necessary to comply with applicable law or a binding order of a governmental authority. Spotify will provide Customer with as much advance notice as is reasonably practicable in these circumstances. In such case, Spotify will refund to Customer, or at Customer's election credit, any Fees paid in advance for the remainder of any then-current Order Form term. The rights in this Section 8.3 are Customer's sole and exclusive remedy, and Spotify's sole liability, for any such cessation or termination of the provision of any applicable Product.

8.4. **Effect of Termination**. Upon termination or expiration of this Agreement, Customer will immediately cease all use of the Products and, if applicable, delete all copies of the Products in its possession or control. Spotify will delete Customer Data in accordance with Section 3.5 (Retrieval and Deletion of Customer Data). The following sections shall survive termination of this Agreement: Section 2 (Order Forms and Payment Terms), Sections 3.3 (Customer Data Responsibility), 3.4 (Usage Data), 3.5 (Retrieval and Deletion of Customer Data), Section 4.2 (Verification), Section 5.2 (Disclaimer), Section 6.2 (Restrictions on Use), Section 7 (Intellectual Property and Feedback), this Section 8.4 (Effect of Termination), Section 9.2 (Disclaimer), Section 10 (Limitation of Liability), Section 11 (Indemnification), Section 12 (Confidentiality), Section 13 (Export Control and Sanctions), Section 14 (Dispute Resolution and Arbitration), and Section 15 (General Provisions), as well as any other provisions that, either explicitly or by their nature, must remain in effect after termination.

8.5. **Suspension**. Spotify may suspend Customer's access to any portion or all of the Products if Spotify reasonably believes that: (a) Customer or any User is using the Products in violation of the Agreement (including the Acceptable Use Policy), (b) there is a risk to the security or integrity of the Products; (c) suspension is necessary to comply with applicable law; or (d) Customer has failed to pay its undisputed Fees when due. Spotify will use commercially reasonable efforts to provide advance written notice of any suspension and to limit the suspension only to the affected portions of the Products, unless doing so could increase the risk of harm that the suspension is intended to prevent or mitigate. Spotify will have no liability for any damages, liabilities, losses (including any loss of data or profits), or other consequences that Customer may incur as a result of a suspension.

9. Warranties and Disclaimers.

9.1. **Mutual Warranties**. Each of Customer and Spotify represents and warrants that (a) it has full power and authority to enter into this Agreement and (b) it will comply with all laws applicable to its provision, receipt, or use of the Products, as applicable.

9.2. **Disclaimer. Except as expressly provided for in Section 9.1 above, the Products are provided "AS IS" and "AS AVAILABLE" and Spotify disclaims any express, implied, and statutory warranties regarding the Products, including warranties of satisfactory quality, merchantability, fitness for a particular purpose, non-infringement, or uninterrupted or error-free use of the Products. Spotify makes no warranty, and assumes no responsibility, for any Third-Party Products and is not liable for delays, failures or problems inherent in use of the internet and electronic communications or other systems outside of Spotify's control.**

10. Limitation of Liability.

10.1. **Exclusion of Indirect Damages and Liability Cap**. Except as set forth in Section 10.2 and subject to Section 5.2, in no event will either Party be liable to the other Party arising out of or relating to this Agreement for (a) any indirect, special, incidental, punitive, exemplary, or consequential damages including any loss of use, data, business, or profits (whether direct or indirect), or (b) amounts, in the aggregate, exceeding the Fees paid by Customer to Spotify for the Products during the twelve (12) month period before the first event giving rise to liability.

10.2. **Unlimited Liabilities**. The limitations of liability in Section 10.1 above will not apply to:

a) either Party's gross negligence, willful misconduct or fraud;



b) either Party's infringement or misappropriation of the other Party's intellectual property rights;

c) Customer's breach of Section 3.3 (Customer Data Responsibility), Section 6 (Customer Obligations and Restrictions), Section 13 (Export Control and Sanctions) and its payment obligations under this Agreement; or

d) matters for which liability cannot be excluded or limited under applicable law.

10.3. **Applicability**. The limitations of liability in this Section 10 apply: (a) to the maximum extent permitted by applicable law, (b) to liability in tort, including for negligence, (c) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise, (d) even if the breaching Party is advised in advance of the possibility of the damages in question and even if such damages were foreseeable, and (e) even if the injured Party's remedies fail of their essential purpose.

11. Indemnification.

11.1. **Spotify Indemnification**. Spotify will defend, indemnify, and hold harmless Customer and its Affiliates, officers, directors, and employees from and against any losses, liabilities, damages, and costs (including reasonable legal fees and expenses) arising from any third-party claim, suit, action, or proceeding alleging that Customer's paid use of the Products infringes or misappropriates such third party's intellectual property rights. In the event that Spotify reasonably believes that a Product infringes or misappropriates a third party's intellectual property rights, Spotify may, at its sole option and expense, either (a) procure the right for Customer to continue to use the Products, (b) promptly replace, in whole or in part, the Products with a substantially compatible and functionally equivalent non-infringing and non-misappropriating Product, or (c) modify the Products to make them non-infringing and non-misappropriating. If Spotify determines that none of the foregoing remedies are commercially reasonable, Spotify may immediately terminate the Agreement, including any applicable Order Forms, and refund to Customer any paid but unused Fees.

11.2. **Customer Indemnification**. Customer will defend, indemnify, and hold harmless Spotify and its Affiliates, officers, directors, and employees from and against any losses, liabilities, damages, and costs (including reasonable legal fees and expenses) arising from any third-party claim, suit, action, or proceeding to the extent arising from (a) Customer's breach of Section 6 (Customer Obligations and Restrictions), (b) Customer's breach of Section 13 (Export Control and Sanctions), or (c) Spotify's authorized processing of Customer Data in accordance with this Agreement (including, without limitation, any allegation that the Customer Data infringes or misappropriates a third party's intellectual property rights).

11.3. **Indemnification Procedures**. The Party seeking indemnification (the "**Indemnified Party**") must promptly notify the other Party (the "**Indemnifying Party**") in writing of any claim, demand, suit, or proceeding giving rise to an indemnification claim under this Section 11 (each a "**Claim**"), provided that failure to give prompt notice will not relieve the Indemnifying Party of its obligations except to the extent the Indemnifying Party is materially prejudiced by such failure. The Indemnifying Party will have the right to assume the defense of the Claim with reputable counsel reasonably acceptable to the Indemnified Party, and the Indemnified Party will provide reasonable cooperation at the Indemnifying Party's expense. The Indemnified Party may participate in the defense with its own counsel at its own cost. Neither Party may settle any Claim without the other Party's prior written consent, which shall not be unreasonably withheld or delayed.

11.4. **Exclusions**. Neither Party will have any obligations under this Section 11 to the extent the underlying allegation arises from the Indemnified Party's fraud, willful misconduct, violations of law, or breach of the Agreement. Additionally, Spotify's obligations under this Section 11 will not apply to the extent the underlying allegation arises from: (a) Customer's modification or unauthorized use of the Products, (b) use of the Products in combination with items not provided by Spotify (including Third-Party Products), or (c) the Customer Data.

11.5. **Exclusive Remedy**. This Section 11 sets out Customer's sole and exclusive remedy, and Spotify's entire liability, with respect to any third-party claim that the Products infringe or misappropriate intellectual property rights.

12. Confidentiality.

12.1. **Definition**. **"Confidential Information"** means all technical and non-public information provided by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**") that is (a) designated as confidential by the Disclosing Party at the time of disclosure, or (b) should reasonably be considered confidential, given the nature of the information or the circumstances surrounding its disclosure. The Products and any other nonpublic information or materials related to the Products that are obtained by Customer in connection with this Agreement constitute the Confidential Information of Spotify. Any nonpublic information or materials related to Customer's proprietary software, systems, services, and products that are obtained by Spotify in connection with this Agreement constitute Customer's Confidential Information.

12.2. **Obligations**. The Receiving Party will use the Confidential Information solely as necessary to exercise the rights granted to it and perform its obligations under this Agreement and will 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. The Receiving Party will remain responsible for their compliance with such agreement. The Receiving Party shall use the same safeguards that it uses to protect its own Confidential Information of a similar character, which in all cases shall be no less than reasonable safeguards and accepted industry practices.

12.3. **Return or Deletion**. Upon termination or expiration of this Agreement, the Receiving Party shall immediately cease use of all of the Disclosing Party's Confidential Information and shall promptly return or delete (at the Disclosing Party's option, and via secure method) all of the Disclosing Party's Confidential Information, except that the Receiving Party is not obliged to return or delete copies of Confidential Information retained in routine backup or archival systems, provided that, at all times, such retained Confidential Information remains subject to the confidentiality obligations of this Agreement and is not accessed or used for any purpose other than as required by applicable law. Upon written request from the Disclosing Party, the Receiving Party shall certify in writing that all of the Disclosing Party's Confidential Information has been returned or destroyed, as applicable.

12.4. **Exclusions**. Confidential Information excludes information that: (a) is or becomes publicly available through no act or omission by the Receiving Party; (b) was already lawfully in the possession of the Receiving Party prior to the time of first disclosure by the Disclosing Party; (c) is required to be disclosed by law; (d) is independently developed by the Receiving Party without use of, reliance upon, or reference to the Disclosing Party's Confidential Information; or (e) is lawfully obtained without restriction from a third party who has a right to make such disclosure.



12.5. **Compelled Disclosure**. 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 by applicable 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 reasonably cooperate with any effort by the Disclosing Party to obtain a protective order and shall limit the disclosure of Confidential Information to the greatest extent possible under the circumstances.

12.6. **Injunctive Relief**. Each Party acknowledges that a breach of this Section 12 may cause irreparable harm to the other Party for which monetary damages may be an inadequate remedy. Accordingly, either Party may seek injunctive or other equitable relief to enforce this Section 12 without the necessity of proving actual damages or posting a bond.

13. Export Control and Sanctions.

13.1. **Applicability**. The Products may be subject to EU, UN, UK and U.S. export and re-export control laws and regulations, economic and trade sanctions, and other national security-related trade restrictions, 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 EU, the UK, and the Treasury Department's Office of Foreign Assets Control (OFAC) (collectively, "**Trade Control Laws**").

13.2. **Compliance**. Customer agrees 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 Customer or Spotify to be in violation of any applicable Trade Control Laws.

13.3. **Representations**. Customer represents, warrants, and covenants that Customer, its Affiliates and Users and any person on whose behalf Customer is acting or who acts on Customer's behalf are NOT (a) a person designated under, or otherwise targeted by, economic or financial sanctions, export restrictions, or national security designations maintained by the U.S., EU, or other applicable government or intergovernmental body; (b) a person located or incorporated in a country or territory subject to comprehensive territorial sanctions maintained by the U.S. or the EU; (c) a military end user, or a person owned, controlled, or directed by the government or military of a country designated by the U.S. as a foreign adversary; or (d) a person owned or controlled by, or acting on behalf of, a person or entity identified in (a)–(c). Customer shall immediately notify Spotify in the event that any of the representations or warranties in (a)–(d) are or become untrue during the Term.

13.4. **Suspension and Termination**. Notwithstanding any other provision of this Agreement, if Spotify, in its sole discretion, determines that its continued performance (a) is or may be prohibited under Trade Control Laws, or (b) could give rise to "secondary sanctions" exposure under Trade Control Laws, or (c) involves a person described in Section 13.3, Spotify may suspend or terminate this Agreement immediately and without recourse to court following written notice to Customer. If this Agreement is suspended or terminated pursuant to this Section 13, Spotify shall not be liable for continued performance under this Agreement, nor shall it be liable for any harms, damages, loss, or restitution to Customer arising out of or relating to such suspension or termination.

14. Dispute Resolution and Arbitration.

14.1. **Arbitration Agreement**. This Section 14 sets forth the terms and conditions pursuant to which disputes, claims, and controversies between Customer and Spotify arising out of or relating to this Agreement, the Products, or the Documentation ("**Disputes**") will be resolved through confidential arbitration ("**Arbitration Agreement**"). If for any reason this Arbitration Agreement is unenforceable as to Customer or the relevant Dispute, Section 15.5 shall govern any such Dispute.

14.2. **Scope and Procedures**. Any Disputes arising out of or related to this Agreement or the Products, including Disputes 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. Customer 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, Customer and Spotify both agree that nothing in this Arbitration Agreement will be deemed to waive, preclude, or otherwise limit Spotify's rights, at any time, to bring an action seeking temporary, preliminary, or permanent injunctive relief in a court of law to the extent Customer's use of the Products breaches Section 1.1 (Permitted Use) or Section 6.2 (Restrictions on Use).

14.3. **Arbitration Rules: U.S. Arbitration**. This provision governs arbitration proceedings if Spotify USA Inc. is the contracting entity to this Agreement. Either Customer or Spotify 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. Customer 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.

14.4. **Arbitration Rules: Non-U.S. Arbitration**. This provision governs arbitration proceedings if Spotify AB is the contracting entity to this Agreement. Either Customer or Spotify 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 Provisions.

15.1. **Conflicts precedence**. In the event of any conflict or inconsistency between the documents that form the Agreement, the order of precedence shall be as follows: (a) the Order Form; (b) this MCA and (c) the Additional Terms and Policies and the Data Processor Appendix, except that as between (b) and (c) the Additional Terms and Policies and Data Processor Appendix will control with respect to their specific subject matter.

15.2. **Publicity**. Customer agrees that Spotify may use and display Customer's name, logo, trademarks, and service marks on Spotify's apps, platforms, websites and in Spotify's sales presentations, press releases or other marketing materials for the purpose of identifying Customer as a user of the Products.

15.3. **Independent Contractors and No Exclusivity**. The Parties are independent contractors and there is no joint venture, partnership, agency, or fiduciary relationship existing between them. 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.

15.4. **Assignment**. Spotify may assign this Agreement, and may assign or delegate, in whole or in part, any of its rights or obligations under this Agreement. Customer may not assign this Agreement, and may not assign or delegate, in whole or in part, any of its rights or obligations under this Agreement, to any third party without Spotify's prior written consent, except that Customer may assign this Agreement in its entirety, without Spotify's consent, to a successor in connection with a merger, acquisition, corporate reorganization or sale of all or substantially all of its assets, on written notice to Spotify given within thirty (30) days of the transaction, provided that such successor is not a direct competitor of Spotify, in which case Spotify's prior written consent shall be required. Any purported assignment in breach of this Section 15.4 is void. Subject to the foregoing, this Agreement binds and benefits the Parties and their respective permitted successors and assigns.

15.5. **Governing Law and Jurisdiction**. If this Agreement is between Customer 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 of law or conflicts of law principles. Further, Customer 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 that is not subject to mandatory arbitration, and waive any jurisdictional, venue, or inconvenient forum objections to such courts. If this Agreement is between Customer 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 of law or conflicts of law principles. Further, Customer 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 that is not subject to mandatory arbitration, and waive any jurisdictional, venue, or inconvenient forum objections to such courts.

15.6. **U.S. Government Users**. The Products 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 Products. If Customer or any of its Users are using the Products 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, Customer and its Users must immediately discontinue use of the Products.

15.7. **Force Majeure**. Neither Party will be liable for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees owed to the other Party hereunder) due to events beyond its reasonable control and occurring without that Party's fault or negligence, including acts of God, natural disasters, terrorism, riots, war, pandemics, or other similar unforeseen events.

15.8. **Anti-Corruption**. Each Party will comply with all applicable anti-bribery and anti-corruption laws, including but not limited to the U.S. Foreign Corrupt Practices Act and any equivalent laws in other jurisdictions.

15.9. **Notices**. All notices required under this Agreement shall be in writing (email acceptable). Notices to Spotify shall be sent to the address specified in the applicable Order Form or to legal-notice@spotify.com. Notices to Customer shall be sent to the email address or mailing address provided by Customer to Spotify. Notices are effective upon receipt by the receiving Party.

15.10. **Entire Agreement**. This Agreement constitutes the Parties' entire understanding with respect to the provision and use of the Products and supersedes any prior agreements in relation to the subject matter of this Agreement, whether written or oral.

15.11. **Severability, Waiver and Interpretation**. 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 applicable law. Any failure by a Party to enforce this Agreement or any provision thereof shall not waive such Party's right to do so. Document and section titles are provided for convenience only and will have no effect on the interpretation of any provision. The phrases "include" or "including" are to be construed non-exhaustive and not limiting.

16. Definitions

16.1. "**Account**" means an account created by Customer for access to, and use of, the Products.

16.2. "**Acceptable Use Policy**" means the acceptable use policy which sets forth restrictions on how Customer may use the Products, available at https://technology.spotify.com/legal/AUP (as may be updated from time to time).

16.3. "**Additional Terms and Policies**" means the Acceptable Use Policy, the AI Terms, the Customer Support Guidelines, the SLAs, the Usage-Based Product Terms and any other product-specific terms made available by Spotify in connection with the Products.

16.4. "**Affiliates"** means any entity or entities that directly or indirectly controls, is controlled by, or is under common control with a Party, where "control" means direct or indirect ownership or control of more than fifty percent (50%) of voting interests.

16.5. **"AI Terms**" means the terms applicable to the use of features powered by generative artificial intelligence or machine learning models, including agentic features, either as made available within the Products or as standalone Products, available at https://technology.spotify.com/legal/AI-terms (as may be updated from time to time).

16.6. "**Customer Data**" means all data, content, or information submitted to Spotify by Customer or its Users in connection with using the Products.

16.7. "**Customer Support Guidelines**" means the customer support and technical support terms available at https://technology.spotify.com/legal/customer-support-guidelines (as may be updated from time to time).

16.8. "**Data Processor Appendix**" means the data processing appendix that governs Spotify's processing of Customer Data as a data processor, available at https://technology.spotify.com/legal/dpa (as may be updated from time to time).

16.9. "**Documentation**" means all published product and pricing documentation, help articles, user guides, and technical specifications made available by Spotify at https://technology.spotify.com/docs.

16.10. "**Early Access Products**" means Products labeled "alpha," "beta," "preview," or similar designations, provided to Customer on a pre-release basis.

16.11. "**Fees**" means the fees charged by Spotify for the Products, as specified in an applicable Order Form.

16.12. "**Feedback**" means any ideas, proposals, suggestions, or other materials, whether related to the Products or otherwise.

16.13. "**Managed Services**" means the hosted, managed, and cloud-based Products, which may include Spotify Portal for Backstage, Confidence (or its successor Products) and other Spotify products or services provided to Customer as a managed service.

16.14. "**Order Form**" means the written or electronic ordering document or summary executed by Customer and Spotify (or accepted through an online ordering or self-service process) that specifies the purchased Products and Fees including the applicable subscription period, usage limitations and any other order-specific terms and conditions.

16.15. "**Party**" means Customer or Spotify individually, and "**Parties**" means Customer and Spotify collectively.

16.16. "**Reseller**" means a partner authorized by Spotify to resell the Products to third-party customers.

16.17. "**SLAs**" means the service level agreements with applicable availability and uptime commitments as applicable to each Managed Service, available at https://technology.spotify.com/legal/sla (as may be updated from time to time).

16.18. "**Software Products**" means Spotify's on-premise and self-hosted software Products, which may include the Spotify Plugins for Backstage (or its successor Products) and other Spotify software that is self-hosted by Customer.

16.19. "**Support Services**" means the enterprise support services which Customer can elect to purchase in addition to other Products, or as standalone enterprise support offerings.

16.20. "**Taxes**" means sales, use, value added, goods and services, harmonized sales, or other similar taxes, duties, charges, excises, regulatory fees or assessments levied under applicable legislation in any relevant country.

16.21. "**Third-Party Products**" means products and services provided directly by third parties, and not Spotify, which may be used in connection with the Products.

16.22. "**Trials**" means trial access to the Products which Spotify may grant in its sole discretion.

16.23. "**Usage-Based Product Terms**" means the terms applicable to Products that are billed based on consumption, available at https://technology.spotify.com/legal/usage-based-product-terms (as may be updated from time to time).



16.24. "**Usage Data**" means operational and telemetry data related to Customer's use of the Products, including configuration data, feature usage patterns, and performance metrics, but excluding Customer Data.

16.25. "**Users**" means Customer's employees, contractors, agents, and other end users who are authorized by Customer to access and use the Products on Customer's behalf.