Terms of Service.

Version: 14.0 (18 June 2025)

These Terms of Service (hereinafter the "**Agreement**") set out the rules under which Kentico Group companies provide to their customers the service Xperience by Kentico, a cloud-based digital experience platform (the "**Service**").

Prior to the conclusion of the Agreement between the Parties, Provider submits to Customer a draft of Xperience by Kentico Offer Letter (the "**Offer**") based on Customer's requirements. The Offer sets out the variable parameters of the Service agreed between the Parties under which the Service shall be provided to Customer. The Agreement is concluded and becomes legally binding upon the signature of the Offer by both Parties. For the purposes of this Agreement, any reference to "Schedule 1" shall be deemed to refer to the Offer. In case of any discrepancies, the Offer shall prevail.

1. **Subject matter of the Agreement**

1.1. Provider hereby undertakes to provide Customer the Service, and Customer hereby undertakes to pay Provider a fee set out in Schedule 1 of this Agreement (the "**Fee**") for the provision of the Service.

1.2. Up-to-date detailed specification of the Service and its functions (the "**Service Specification**") is available online at the Xperience Documentation page (https://docs.kentico.com) which provides information and technical documentation about the Service.

1.3. Customer acknowledges that the Service is being provided as an evergreen service and in order to improve and keep the Service, the Provider reserves a right to make changes to the Service that Provider deems necessary or useful to comply with applicable law, enhance the quality of the Service, cost efficiency or performance . Provider will endeavor to avoid changes that are incompatible with Customer's current use of the Service, or cancelling current functions without a substitute. Customer can subscribe to receive service updates at https://docs.kentico.com/changelog. Service updates are performed monthly.

1.4. The Service is cloud-based and Customer accesses and uses it through its user accounts on the Service Portal, which is accessible online at www.xperience-portal.com (the "**Service Portal**").

2. **Service entitlements and start date**

2.1. The Service entitlements are set out in Schedule 1 and form an inseparable part thereof. The Service shall be provided to Customer in the latest version available.

2.2. The Service is provided for the total period stated in Schedule 1 (the "**Subscription Term**"). The Subscription Term consists of one or more subscription periods (the "**Subscription Period**"). The Subscription Period is 12 months unless specified otherwise in Schedule 1.

2.3. Upon receipt of payment of the Fee (as specified below) for the Subscription Term (or the first Subscription Period if the Fee is divided into annual installments per each Subscription Period), Provider will create a user account on the Service Portal for Customer (unless the Customer's user account has already been created previously), and provide Customer with login information for this user account.

2.4. Subscription start date will commence when the access is granted, unless specified otherwise in Schedule 1 (the "**Subscription Start Date**"). The access is provided in a form of an invitation to the Cloud Portal sent to the e-mail address of Customer after the conclusion of this Agreement.

3. User accounts

3.1. Customer is responsible for maintaining the security and confidentiality of all user accounts, including all passwords and user accounts' details used to access the Service. The Customer is responsible for all use of the user accounts, including use of the user accounts by others. User accounts cannot be shared. Each user must have their own assigned account.

4. Use of the Service

4.1. Customer may use the Service solely for collecting, organizing, managing and collaborating on content or tracking customer data, behavior and providing a personalized experience. Customer may not use the Service beyond the limitations described in this Agreement, the Service Specification and Schedule 1.

4.2. Unless otherwise provided for in the Service Specification or Schedule 1, the Service can be used only by Customer and its subsidiaries for their own projects and by Customer's implementation provider for Customer's or Customer's subsidiaries' projects. For the purposes of this provision, a "subsidiary" means any other entity in which the Customer owns directly at least 50% of the outstanding equity interests or shares. Any act or omission by a subsidiary or an implementation provider shall be deemed the act or omission of Customer for all purposes of this Agreement and Customer shall be liable therefore in the same manner as if such act or omission were the act or omission of Customer.

4.3. Customer agrees that it shall not use the Service in a manner that could cause harm to the Service or affect its use by other parties, including but not limited to:

a) any attempts at gaining unauthorized access to the Service, actions preventing other authorized persons' access to the Service, enabling/permitting third parties to access or use the Service under Customer's name (with the above exceptions), or allow the users to share their user accounts;

b) misusing the Service for attempts at gaining unauthorized access to any other services, data, accounts, or networks by any means;

c) accessing or using the Service through any automated processes or services unless the procedure of the automated access is described in the Service Specification, such as robots, search modules, or a regular download of the information stored with the Provider, or other third parties, in the cache;

d) using the Service to dispatch, disseminate, or deliver any unsolicited mass or promotional emails (i.e., spam);

e) using the API of the Service in any way other than the use described in the Service Specification;

f) transmitting viruses, worms, Trojan horses, or anything which may prevent, impair, or adversely affect the operation of the Service;

g) access or use the Service in manner or for purposes that infringe any intellectual property right or other right of any third party or that violates any applicable law.

4.4. Customer is responsible for complying with all applicable laws and regulations of the country from where it uses the Service and shall ensure it has all necessary permission and consents in place in relation to its use of the Service.

4.5. Customer agrees that Provider can monitor users' behavior and collect data related to the use of Service to ensure continuous Service improvement and to verify the compliance of the use of Service with the agreed terms. Such data shall contain information regarding the frequency of use of individual parts of the Service and error logs. The collected data shall not contain any data created by the Customer, personal data or sensitive data with the exception of collected data screened for, or assessed as, Illegal Content (as defined below). Method of collection and a detailed specification of the collected data are contained in the Service Specification. Provider is entitled to change the method of collection of the data and any such change shall be noted in the Service Specification.

4.6. Customer is entitled to use the Service as stated in Schedule 1 and/or the Service Specification. Provider may, at its sole discretion, allow Customer to exceed the entitlements listed in Schedule 1 for a period of 30 days during the Subscription Term. Customer will be billed for any use of the exceeded entitlements beyond 30 days. If Customer fails to pay for use of the Service beyond the entitlements in Schedule 1,

Provider is entitled (i) to take any corrective action in relation to the Customer, including, but not limited to, throttling the Service API or otherwise limiting the use of the Service, (ii) temporarily suspending the Service, or (iii) terminating the provision of the Service. Customer agrees, at Provider's request, to make available to Provider log files detailing the use of the Service by Customer.

4.7. Provider reserves the right to limit, suspend or terminate Customer's use of the Service if Customer (i) uses the Service contrary to this section hereof, (ii) is in default of any payment under this Agreement or (iii) otherwise breaches this Agreement. Customer shall indemnify and hold harmless Provider from any harmful activity attributable to Customer. The provisions of this Agreement regarding the limitation, suspension or termination of Customer's use of the Service due to the presence of Illegal Content are not affected.

4.8. Service is offered to users who are not a target of any sanctions regime, and do not reside in, nor will access the Service from a country from which such access is prohibited under any applicable sanctions regime or export control laws. By using the Service, the Customer represents that it meets all of the foregoing requirements. If the Customer does not meet these requirements, it must not access or use the Service, and in that case Provider reserves the right to limit the availability of the Service to any person, entity, geographic area, or jurisdiction at any time.

5.   Content

5.1. Customer is solely responsible for all the content it enters, uploads, or distributes in using the Service (the "**Content**"), and, as between the Parties, Customer retains all right, title, and interest to any intellectual property rights to this Content.

5.2. Customer shall not use the Service or allow the Service being used to store or disseminate any information that, in itself or in relation to an activity, including the sale of products or the provision of services, is not in compliance with laws of the United States, irrespective of the precise subject matter or nature of that law (the "**Illegal Content**"). Customer shall not use the Service for any of the following activities and such activities are deemed to be Illegal Content:

a)   unlawful activities, such as child pornography, illegal gambling, crime, copyright infringement, trademark rights infringement, and/or a breach of other intellectual property laws, sale of goods or services which violates consumer protection laws, sale of non-compliant or counterfeit products, illegal offer of accommodation services or illegal sale of live animals;

b)   providing or enabling access to the Service to any person from a country on which an embargo has been imposed;

c) making threats, stalking, defamation, fraud, humiliation, bullying, or intimidation aimed at any person for any reason whatsoever, illegal hate speech or terrorist content and unlawful discriminatory content;

d) invasion of any person's privacy by unlawful attempts at obtaining, gathering, storing, or publishing of the person's private information or attributable personal information such as private photos, passwords, account information, credit card numbers, addresses, or other contact information without such person's knowledge and consent;

e) deliberately abusing minors or their interests or gathering attributable personal information about any minor.

5.3. If Provider, based on a third-party notification or from its own activities, obtains knowledge or awareness that the Content contains items or information that Provider considers to be Illegal Content, Provider is entitled to :

a) restrict the visibility of the Content or its part, including removal of the Content or disabling access to the Content; and/or

b) limit, suspend or terminate Customer's use of the Service whole or in part, including suspension or termination of Customer's user account.

5.4. Such actions of Provider do not violate this Agreement and Customer has no right to compensation, damages, discount or other claims as a result of restriction of the Service caused by these actions, even if a court or other competent authority subsequently decides or it is otherwise subsequently established that the relevant items or information did not constitute Illegal Content. Provider does not take any restrictive measures against the Illegal Content other than those stated above.

5.5. Provider allows any individual or entity to notify it of the presence of Illegal Content on the Service in the manner described on Provider's website. If Illegal Content is detected, the Provider is entitled to proceed pursuant to the section 5.3 hereof. Provider does not use automated tools for detecting, identifying or addressing Illegal Content.

5.6. Customer is obliged to make regular backups of its Content outside the Service. If any of Customer's Content is lost or damaged within the Service, Provider will exert reasonable effort to help Customer to restore the Content from a Service backup, if a Service backup is available, which shall be Customer's sole and exclusive remedy for lost or damaged Content. Provider shall not be responsible for any loss, damage, or disclosure of the Content and Customer is not entitled to any compensation, damages or other claims as a result of such loss, damage or disclosure.

5.7. Any Content entered or uploaded into the Service will be stored and made available to Customer upon written request for 30 days following the termination of this Agreement. After the expiration of the 30-day period, the Content shall be irrecoverably

deleted, unless agreed otherwise. This provision shall survive termination of this Agreement.

6. Billing

6.1. Customer shall pay Provider the fee specified in Schedule 1 for the provision of the Service (the "**Fee**"). The obligation to pay the Fee is not tied to the actual use of the Service. If Customer does not use the Service, this shall not affect Provider's right to payment of the Fee in full. Unless expressly set forth herein, all fees are non-cancelable and non-refundable.

6.2. Provider is entitled to unilaterally and repeatedly increase the Fee for the subsequent Subscription Terms. Provider shall notify Customer no later than 30 days prior to the start of the following Subscription Term. The increased Fee shall then apply starting from such following Subscription Term. If Customer does not agree with the increased Fee, Customer is entitled to terminate this Agreement by written notice served to Provider within 15 days of delivery of the notice of the increased Fee. In such a case, this Agreement will not be automatically extended by another Subscription Term and this Agreement terminates upon the lapse of the current Subscription Term. Continued use of the Service after the 15-day period to serve the notice constitutes the Customer's acceptance of the increased Fee.

6.3. The Fee shall always be paid in advance for the entire Subscription Term unless otherwise indicated in Schedule 1.

6.4. The Fee and other payments under this Agreement will be payable on the basis of invoices issued by Provider. Unless otherwise agreed between the Parties, the invoices shall be due 14 days from the date of issue. Any payment to Provider is payable by bank transfer to Provider's account specified in the invoice. The payment is deemed to have been paid by crediting it to Provider's account specified in the invoice.

6.5. Provider will invoice the Fee for the Subscription Term (or the first Subscription Period if the Fee is divided into annual installments per each Subscription Period) after the conclusion hereof. If the term of this Agreement is extended by another Subscription Term pursuant to section 7 hereof, Provider will invoice the Fee for the following Subscription Term before the start of the following Subscription Term.

6.6. If the Fee is divided into annual installments per each Subscription Period, Provider will invoice the annual installments always before the beginning of the Subscription Period to which the relevant annual installment relates.

6.7. Provider is entitled to limit, suspend or terminate Customer's use of the Service if Customer is in default of payment of any Fee or other payment under this Agreement. Such limitation or suspension shall not relieve Customer of any payment obligations. There shall be no reduction or deduction of the Fees due to the Service not being

provided during the time where Customer is in default of payment and the Provider exerts its right to limit or suspend the Service in accordance with this paragraph.

7.   Term of the agreement

7.1. This Agreement shall commence on the date of conclusion hereof and shall continue for the duration of the Subscription Term specified in Schedule 1. If the Subscription Term is not specified in Schedule 1, the Subscription Term shall be one Subscription Period (i.e. 12 months from the Subscription Start Date).

7.2. Unless either Party notifies the other Party at least 30 days prior to the expiration of the current Subscription Term that it does not want to extend the term of this Agreement, this Agreement automatically extends for the following Subscription Term (the following Subscription Term starts from the day immediately following the last day of the previous Subscription Term and its length is one year, unless otherwise explicitly stated in Schedule 1. The previous sentence applies accordingly to the following Subscription Terms, i.e. the term of this Agreement may be automatically extended repeatedly. If the term of this Agreement is automatically extended, then for the following Subscription Term the Service will be provided in the same extent in which it was provided at the end of the previous Subscription Term (including any ordered additional services etc., if applicable).

7.3. Customer may terminate this Agreement:

a)   immediately by written notice if the Actual Service Availability (as defined below) is less than 98 % during any calendar month;

b)   immediately if Provider materially breaches this Agreement and such breach is incapable of cure, or remains uncured 30 days after the Customer provides the Provider with written notice of such breach, i.e. if Provider substantially disrupts use of the Service or causes serious harm to Customer,

c)   upon a written 3 (three) month notice if Provider breaches this Agreement in other ways and such breach is incapable of cure, or remains uncured 30 days after the Customer provides the Provider with written notice of such breach.

7.4. Provider has right to terminate this Agreement for the following reasons by giving a written notice to Customer:

a)   immediately if Customer materially breaches this Agreement and/or the terms of use of the Service in any way;

b)   immediately if Customer is in default of payment of the Fee or any other payment under this Agreement for more than 14 days;

c)   immediately if Customer breaches this Agreement in other ways, provided that such breach is incapable of cure, or remains uncured 30 days after Provider provides Customer with written notice of such breach;

d)   immediately if a petition for voluntary or involuntary bankruptcy is filed by Customer or has been filed against Customer or if Customer otherwise become subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, makes or seeks to make a general assignment for the benefit of its creditors; or apply for or have appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business;

e)   upon a written 3 (three) month notice in the case of an unsolvable technical change affecting the Service, or

f)   upon a written 6 (six) month notice in the case of a change of control of the Provider.

7.5. The 3 or 6 month notice period as stated above in this section commences on the first day of the month following delivery of the notice to Customer.

7.6. If Customer terminates this Agreement due to breach of Provider or if Provider terminates this Agreement by giving the 3-month notice, Provider shall return to Customer the unused portion of the Fee previously paid by Customer, corresponding to the period from the effective date of termination of this Agreement to the end of the respective prepaid period. In all other cases the unused part of the Fee shall not be returned.

7.7. Upon termination of the Agreement, rights and licenses granted by Provider to Customer hereunder will immediately terminate and Customer shall immediately cease all use of the Service. Within 15 days Customer shall permanently erase Provider's Confidential Information from all its systems, and upon Provider´s written request certify in writing that Customer complied with this obligation.

8.   Support Services

8.1. Customer shall cooperate with Provider to the maximum reasonably expected level when receiving the Support Services.

8.2. In the event of a suspected security incident, Customer agrees to allow Provider to investigate the issue, access necessary systems or logs to understand the incident, and take necessary steps to fix or limit any potential damage.

8.3. Customer agrees to implement the updates of the Service at least once a year, no later than 31st October of the given year. Provider may suspend the provision of the Support Services until such time as Customer implements the available Service updates. The

obligation of Customer to pay the Fee in full amount is not affected by suspension of the Support Services.

8.4. Customer may purchase Premium Support Services. If purchased after conclusion of this Agreement, a separate agreement will be executed.

9. Service Level

9.1. Provider shall use commercially reasonable effort to ensure that the Service is available at least 99,9 % of the time in each calendar month during the Subscription Term (the "**Availability Requirement**"), excluding periods of unavailability caused by the Exceptions described below. If the Subscription Term begins or ends partway through a calendar month, the portion of that month during which the Service is not yet or no longer provided shall be deemed fully available for the purposes of calculating Actual Service Availability.

9.2. The Service is considered available if, in Customer's production environment, it is capable of receiving, processing and responding to requests. Specifically, this includes the application instance, database, storage and content distribution network (CDN) services (running in Microsoft Azure or other service Provider deems suitable), access to the Cloud Service Management Portal and the deployment API(s) (if provided).

9.3. A material failure to meet the Availability Requirement constitutes a "**Service failure**", provided that such failure did not occur in connection with any from the following "**Exceptions**":

a) unavailability periods of the production environment due to the fault of the Customer and/or its users, or force majeure (including but not limited to flood, riot, fire, judicial or governmental action, labour disputes, act of God, or any other causes beyond the control of Provider);

b) unavailability periods of the production environment that are caused by deployments initiated by the Customer and/or its users, e.g. an update with breaking changes or database modifications;

c) unavailability periods of up to one hour in total per calendar month caused by the maintenance of the Service, including but not limited to, delivering new functionalities, important fixes and improvements in Service performance and stability (the "**Maintenance**"), provided that at least one of the following conditions is met:

   (i) the Maintenance was announced by the Provider at least 10 days in advance to the Customer and on the Status Page available online at https://status.xperience-portal.com/; or

   (ii) the stability or security of the Service is severely endangered, in which case the Maintenance may be conducted immediately without prior notice;

d) Disabling, suspension or termination of the Service pursuant to the Agreement;

e) Third-Party Software, including failure, interruption, outage, or other problem with any software, hardware, system, network, facility, or other matter not supplied by Provider pursuant to the Agreement.

9.4. Non-standard third-party integrations and custom code are excluded from the Agreement and the Provider assumes no liability for their availability. Customer is advised to refer to the SLAs of the chosen integrated services.

9.5. The Actual Service Availability is calculated as follows:

Actual Service Availability in % = $\left(\dfrac{\text{Total Available Time} + \text{Exception Downtime}}{\text{Total Time in Calendar Month}} \right) \times 100$

Where:

Total Available Time = Total number of minutes during which the Service was available in the given calendar month

Exception Downtime = Total number of minutes the Service was unavailable due to Exceptions in the given calendar month

Total Time in Calendar Month = Total number of minutes in the respective calendar month (e.g., 30 days × 24 hours × 60 minutes = 43,200 minutes for a 30-day month)

9.6. In the event of Service failure when the Actual Service Availability is lower than 99.9% in any given calendar month in which the Service is provided to Customer, Customer will be entitled to a corresponding Fee Discount (the "**Discount**"). The Discount will be calculated on the basis of the amount of the Fee paid by the Customer for the relevant calendar month (the "**Monthly Fee**"). Unless stated otherwise in Schedule 1, the Monthly Fee will be calculated as the Fee for the entire relevant Subscription Term divided by the number of months in that relevant Subscription Term. The amount of the Discount will be calculated pursuant to the following formula:

(99.9% - (Actual Service Availability)%) x Monthly Fee

For example, if the Monthly Fee amounts to US $1000 and the Actual Service Availability is 89.9%, the Discount shall be US $100 ((99.9%-89.9%) x 1000).

9.7. To claim the Discount, Customer shall submit the request via email to the e-mail address sales@kentico.com within 30 days of the end of the calendar to which the claim relates. If not claimed within this period, the right to the Discount expires irrevocably. The discount that the Customer claimed in time and rightfully will be deducted from the Customer's payment of the Fee for the following Subscription Term.

If the term of this Agreement is not extended by another Subscription Term, the Provider shall return the Discount to the Customer by bank transfer within 30 days of the expiration of the Subscription Term for which the Discount was claimed.

9.8. The Discount is the sole and exclusive compensation for Customer for the non-compliance with the guaranteed Availability Requirement of the Service. In addition to the Discount, Customer is not entitled to any other compensation, damages or any other remedy as a result of the Service failure.

10. Beta Releases

10.1. For the purposes of time-limited evaluation, Provider may provide Customer free of charge and for a limited period of time with access to "beta" or other early-stage versions, integrations, or other features of the Service (the "**Beta Releases**"). The Beta Releases are optional for Customer to use. Customer may use the Beta Releases only for the period and purposes specified by Provider when they are provided to Customer. Provider is entitled to terminate Customer's use of Beta Releases at any time at its discretion.

10.2. Provider will not provide Customer with Support Services in relation to the Beta Releases.

10.3. The following applies once Customer uses the Beta Releases:

a) on each website (each page of the website), which is administered with the use of the Service, the following shall be displayed:

(i) Provider's logo "Powered by Xperience by Kentico" containing a hypertext link to the Provider's website currently under the following link https://kentico.com, the size of which shall be determined by Provider, or

(ii) text reading "Powered by Xperience by Kentico" containing a hypertext link to the Provider's website currently under the following link https://kentico.com, the size of which shall be determined by Provider;

b) Customer shall not remove any logos or other marks of the Provider from the Service.

10.4. Beta Releases cannot be used for commercial purposes, unless otherwise explicitly agreed between the Parties. Customer is obliged to contact Provider to the email address sales@kentico.com, once Customer decides to move from the Beta Releases and start using the Service commercially. Customer is obliged, at Provider's request, to regularly make available to Provider the log files relevant for the assessment of the extent of use of the Service by Customer.

10.5. Customer agrees that the Beta Releases are provided on an 'as is' and 'as available' basis without any warranty, support, maintenance, storage, SLA or indemnity obligations of any kind. Customer acknowledges and agrees that Service provided

under the Beta Releases may not be complete or fully functional and may contain bugs, errors, omissions and other problems for which the Provider will not be liable. Accordingly, any use of the Beta Releases is at Customer's sole liability.

11. Personal data processing

11.1. As a result of providing the Service and fulfilling other obligations under this Agreement, Provider may process, on Customer's behalf, personal data of any data subjects (e.g., Customer's customers, partners, or employees) which Customer will enter, upload, or distribute in using the Service ("**Personal Data**"). Customer hereby authorizes Provider to process the Personal Data according to the conditions stipulated in this section hereof.

11.2. The nature and purpose of processing the Personal Data follows from this Agreement and includes, without limitation, storage of the Personal Data using the cloud computing service and access, gathering, storing, using, sorting or combining, blocking, and disposal of the Personal Data by Provider's personnel to the extent necessary for the provision of the Service according to this Agreement. Provider shall process the Personal Data solely for the purposes of fulfilling its obligations under this Agreement.

11.3. Provider represents and warrants that Provider, its officers, employees and agents will, except as necessary to perform the Service or as required by law, (a) hold Personal Data in the strictest confidence; (b) not use such Personal Data for any purpose other than providing the Service required under this Agreement; (c) not provide such Personal Data to any third party (other than suppliers of Provider and only if necessary to provide Service) without the written consent of Customer except where as required by law; and (d) maintain adequate technical, procedural and physical safeguards to ensure the security of Personal Data. Provider agrees to reasonably fully disclose to Customer any relevant information related to a breach or unauthorized access of Customer's data maintained or hosted by Provider and to take appropriate actions to address any incident of unauthorized access, including prompt notice (within 72 hours) to the extent required by law or applicable agreement to Customer of any incident of a security breach.

11.4. Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Provider for the duration and purposes of this Agreement so that Provider may lawfully use, process and transfer the Personal Data in accordance with this Agreement on Customer's behalf.

11.5. In the event of a suspected security incident, Customer agrees to allow Provider to access Personal data for the purposes of identifying, mitigating or preventing a security incident.

11.6. In the case where Provider provides Customer with assistance or cooperation in order for Customer to comply with its obligations under applicable laws and regulations regarding Personal Data (such as assistance regarding inspection of the Customer by competent authorities), Customer shall pay to Provider corresponding reasonable charges according to Provider's price list, upon Provider's request.

11.7. Provider shall process the Personal Data under this Agreement for the duration of storage of the data in the Service, or, at the latest, until the termination of this Agreement. After the termination of this Agreement, the Parties shall proceed according to section 7 hereof.

11.8. Customer acknowledges and agrees that the Provider may engage third-party processors to process Personal Data on its behalf in connection with the provision of the Service under this Agreement. The list of current third-party processors is available at https://www.kentico.com/privacy-policy/personal-data-in-xperience-by-kentico-saas and may be updated from time to time. Provider shall remain fully liable to Customer for the performance of its obligations under this Agreement, including for any acts or omissions of its third-party processors.

11.9. Provider uses the Microsoft Corporation as a cloud computing services provider ("Microsoft Azure Services"). Therefore, any data entered, uploaded, or distributed in using the Service will be processed by the Microsoft Corporation or its subcontractors (a list of the subcontractors is available at https://aka.ms/Online_Serv_Subcontractor_List) with the use of Microsoft Azure Services. By entering into this Agreement, Customer agrees with the above-mentioned means of processing the data when using the Service.

11.10. Microsoft Azure Services are provided under the licensing terms of Microsoft Corporation, namely, but not limited to, the Online Services Terms (OST) available at Microsoft Corporation website ("**Microsoft Licensing Terms**"). When providing the Service to the Customer, Provider is bound by the obligations specified in this section hereof to the extent the Microsoft Corporation is bound by the Microsoft Licensing Terms when providing Microsoft Azure Services to Provider. In the case of any change in such terms, Provider's obligations to Customer shall be changed accordingly to correspond to the amended Microsoft Licensing Terms, in which case, the Parties will proceed in accordance with the section 25 hereof.

11.11. Provider reserves the right to change unilaterally the cloud computing services provider, replace any other third-party processor of the Personal Data or engage a new one, in which case, section 25.2 hereof will apply accordingly. In such a case, Provider will ensure the level of data protection under the new cloud computing services will be commensurate with Microsoft Azure Services.

12.   Privacy policy

12.1. Provider's Privacy policy is available online at https://kentico.com/privacy-policy.

13.   Publicity and marketing

13.1. Neither Party will use the name or trademarks of the other Party or refer to the other Party in any form of publicity or press release without such Party's prior written approval.

13.2. If Provider obtains Customer's prior written consent, Provider reserves for itself and for other companies from the Kentico Group (as defined below) the right to reference Customer as a client and display Customer's logo and name on their websites and other promotional materials for marketing purposes. Any display of Customer's logo and trademarks shall be in compliance with Customer's branding guidelines.

13.3. Kentico Group is formed by the company Kentico software s.r.o. with its registered office at Nové Sady 996/25, 602 00 Brno, Czech Republic, ID No.: 269 30 943, registered in the Commercial Register maintained by the Regional Court in Brno, file No: C 46072, and its subsidiaries: Kentico Software, LLC (USA), Kentico Software Pty Limited (Australia), Kentico Software Ltd. (Great Britain), Kentico Software CZ s.r.o. (Czech Republic), Kentico Software GmbH (Germany). For the purposes of this Agreement, any other company, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with Kentico software s.r.o. is also considered to be a part of Kentico Group.

14.   Intellectual property

14.1. Subject and conditioned on Customer's compliance with the Agreement, Provider grants the Customer a non-exclusive, non-transferable right to use the Service during the term of the Agreement, solely for use in accordance with the Agreement.

14.2. The Service, including, but not limited to, logos, graphics, trademarks, service marks, technology, whether patentable or unpatentable, copyrights, trade secrets, know-how, documentation, text, software, etc., is Provider's intellectual property, which is owned by, or validly licensed to, Provider. The use of the Service grants Customer no right or license to reproduce or otherwise use such intellectual property, except to the extent necessary for Customer's use of the Service under the terms of this Agreement.

14.3. To the extent that Customer is entitled to use Provider's intellectual property according to the previous paragraph, this right is granted as non-exclusive, time-limited for the duration of this Agreement and without authorization to transfer, assign or sub-license such right, whether wholly or partially, to a third party (except for the permitted use of the Service by Customer's subsidiaries and implementation provider as specified in section 4 hereof).

14.4. Except to the extent necessary for Customer's use of the Service under the terms of this Agreement, Customer is not permitted to copy, modify, republish, display, or distribute all or any part of the Provider's software or documentation. Nor is Customer permitted to reverse compile, disassemble, or reverse engineer such software or make use of such software or documentation to build a product or service.

15. **Third-Party Software**

15.1. The Service contains computer programs and computer graphics that are made by a third party and are subject to third-party rights (the "**Third-Party Software**"). The Third-Party Software is governed by the licensing terms of the relevant third parties. A list of Third-Party Software is included in the Software Specification or on Provider's Community portal available at https://community.kentico.com/documentation/third-party-software-licenses.Provider may amend this list at any time. Provider declares that, to his knowledge, the Service does not violate any such third-party rights.

16. **Confidential Information.**

16.1. In connection with the Agreement, each party as a "Disclosing Party" may disclose or make available Confidential Information to the other party as a "Receiving Party". "Confidential Information" is any information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, or pricing any other information that a reasonable person would understand to be confidential given the nature of the information and the circumstances of its disclosure.

16.2. Confidential Information does not include information that:

a)   was known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement;

b)   was or becomes generally known by the public other than by the Receiving Party's or any of its representatives' noncompliance with this Agreement;

c)   the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

16.3. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

a)   not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement; and

b) except as may be permitted, not disclose or permit access to Confidential Information other than to its representatives who:

(i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with the Agreement;

(ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under section 16; and

(iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth therein.

16.4. If the Receiving Party or any of its representatives is compelled by applicable law to disclose any Confidential Information, then the Receiving Party may disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose. To the extent permitted by applicable law, the Receiving Party shall notify the Disclosing Party in writing of such requirement.

16.5. Each Party's obligations under this section 16 will last throughout the Agreement term and for five years thereafter; provided, however, with respect to any confidential information that constitutes a trade secret, such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such confidential information remains subject to trade secret protection under applicable law.

17. Indemnification

17.1. Provider shall indemnify Customer from and against damages awarded against Customer in a final non-appealable judgment arising out of any claim by a third party (other than a subsidiary of Customer) that Customer's use of the Service in accordance with the Agreement infringes such third party's copyrights. The foregoing obligation does not apply if the alleged infringement arises from:

a) Third-Party Software or Content,

b) access to or use of the Service in combination with any hardware, system, software, network, or other materials or service not provided by Provider or specified for Customer's use in the Service Specification,

c) failure to timely implement any measures made available to Customer by or on behalf of Provider, or

d) act, omission, or other matter described in sections 17.2 a) – c).

17.2. Customer shall indemnify, defend, and hold harmless Provider and Kentico group, and each of its respective officers, directors, employees, and agents from and against any and all loss, damage, claim, action, judgment, settlement, interest, penalty, fine, costs, or expenses, including attorneys' fees and the costs of enforcing any right to

indemnification hereunder incurred resulting from any action by a third party that arise out of or result from, or are alleged to arise out of or result from:

a) Content, including any processing of it by or on behalf of Provider in accordance with the Agreement;

b) Customer's breach of any representation, warranty, or obligation; or

c) negligence or more culpable act or omission (including recklessness or willful misconduct) by Customer or third party on behalf of Customer, in connection with the Agreement.

17.3. Each party shall promptly notify the other party in writing of any action for which such party believes it is entitled to be indemnified. The party seeking indemnification (the "**Indemnitee**") shall cooperate with the other party (the "**Indemnitor**") at the Indemnitor's cost and expense. Indemnitor shall promptly assume control of the defense and shall employ counsel reasonably acceptable to the Indemnitee to handle and defend the same, at the Indemnitor's sole cost and expense. Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. Indemnitor shall not settle any action without Indemnitee's prior written consent. If the Indemnitor fails or refuses to assume control of the defense of such action, Indemnitee shall have the right, but no obligation, to defend against such action, including settling such action, in each case in such manner and on such terms as the Indemnitee may deem appropriate. Indemnitee's failure to perform any obligations under this section 17.3 will not relieve the Indemnitor of its obligations under this section 17.

17.4. THIS SECTION 17 SETS FORTH CUSTOMER'S SOLE REMEDIES AND PROVIDER'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICE OR ANY SUBJECT MATTER OF THE AGREEMENT INFRINGES OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTY.

18. Liability

18.1. Customer acknowledges being sufficiently acquainted with the Service and the Service Specification prior to the conclusion of the Agreement and is fully aware of the Service's functionalities. Customer is solely responsible for determining whether the Service is fit for Customer's intended use of the Service. Customer acknowledges that the Service is not suitable for use in operating environments susceptible to large-scale or serious damage and that defects in the Service may appear during the use of the Service.

18.2. Customer shall use its best efforts to prevent any damage to Customer or its Content, systems, documents, etc., caused due to defects in the Service (e.g., thorough and comprehensive testing of Service functionality before the Service is released into

common use within Customer's business or a business of other third persons, including testing of interoperability of the Service with other computer programs or other components). Customer shall be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Provider's data centers.

18.3. Provider shall not be liable to Customer or any third party for any damage or loss caused or incurred in connection with events or circumstances beyond Provider's control, including, without limitation, in the following cases:

a) Provider bears no liability for the functionality of Customer's data network, public data networks, hardware, and software running on it, and the backing up of the data. Customer shall ensure that its network and systems comply with the relevant specifications provided by Provider from time to time. Provider bears no liability for the state of other programs used by Customer or for any potential interference by third parties with other programs used by Customer.

b) Customer assumes sole responsibility for results obtained from the use of the Service by Customer, and for conclusions drawn from such use. Provider shall have no liability for any damage caused by errors or omissions in any information, instructions, or scripts provided to Provider by Customer in connection with the Service, or any actions taken by Provider at Customer's direction;

c) Provider bears no liability for any damage or loss caused by improper use of the Service by Customer or its suppliers. Customer acknowledges that the Service is a tool for creating websites and other digital products and services for Customer or its customers (the "**Products**"), and that errors or improper practices by Customer or its suppliers in creating, maintaining or otherwise dealing with the Products may result in improper functionality of the Products, including but not limited to code errors, security incidents, data losses and data breaches. Provider shall have no liability for any damage or loss caused as a result of such errors or improper practices.

18.4. The Service is provided to Customer on an "as is" basis. Except as expressly and specifically provided in this Agreement, all warranties, representations, conditions, and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement.

18.5. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES AGREE THAT IN NO EVENT SHALL PROVIDER BE LIABLE TO CUSTOMER, OR TO ANY THIRD PARTY, FOR ANY LOSSES OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, ANY LOST

PROFITS, LOSS OF USE OR DATA, OR LOST SAVINGS), ARISING OUT OF THE BREACH OF THE PROVIDER´S OBLIGATIONS HEREUNDER, BREACH OF ANY WARRANTY, DEFECTS IN THE SERVICE, OR DUE TO ANY OTHER CAUSE AND WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, EVEN IF THE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. IN NO EVENT SHALL PROVIDER'S AGGREGATE LIABILITY FOR DAMAGES TO THE CUSTOMER OR ANY OTHER PERSON EVER EXCEED THE AGGREGATE AMOUNT PAID OR PAYABLE BY THE CUSTOMER TO THE PROVIDER UNDER THIS AGREEMENT DURING THE 12 (TWELVE) MONTHS PRIOR TO THE DATE OF THE EVENTS OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY, REGARDLESS OF THE FORM OF THE CLAIM.

18.6. This Agreement is concluded solely between the Provider and the Customer and does not give rise to any obligations, debts or liability of any other company in the Kentico Group.

19. Jurisdiction

19.1. The Agreement, as well as rights and obligations arising from or in connection with it, shall be governed by the law specified below (the "**Governing Law**") without regard to the choice of law rules.

19.2. Each Party irrevocably agrees that the courts specified below shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims) (the "**Competent Courts**").

19.3. The Parties agree that the Governing Law and the Competent Courts are determined pursuant to the identity of the Provider specified in the Schedule 1, as follows:

Provider	Governing Law	Competent Courts
Kentico Software CZ s.r.o. ID No. 03902803	Law of the Czech Republic	Courts of the Czech Republic in Brno
Kentico Software, LLC, 15 Constitution Drive, Suite 2G, Bedford, NH, 03110, USA	Law of the State of New Hampshire	Federal courts of the United States of America located in the State of New Hampshire or the courts of the State of New Hampshire
Kentico Software Limited company no. 07584637	Law of England and Wales	Courts of England and Wales

Kentico Software Pty Ltd, Level 4, 83 Mount St, North Sydney, New South Wales 2060, Australia	Law of State of New South Wales in the Commonwealth of Australia	Municipal Court in Sydney
Kentico Software GmbH Commercial reg. no. HRB 32869	Law of the Federal Republic of Germany	Courts of Neuss, Germany

20. Severability

20.1. If any part of this Agreement is found to be invalid, illegal or unenforceable under any applicable statute or rule of law, such invalidity, illegality, or unenforceability shall not affect any other term or provision. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, Parties shall negotiate in good faith to modify such part of the Agreement so as to effect the original intent to the greatest extent possible. Further, when possible, a court shall give effect to the intention of the invalid provision to the fullest extent possible within the law.

21. Full agreement

21.1. This Agreement represents full and complete agreement of the Parties and replaces all prior agreements or understandings. For the avoidance of doubt, the Parties explicitly agree that for the purposes of provision and use of the Service under this Agreement, no terms published on Provider's website are binding, unless in the case of Agreement Updates (as defined below) or as expressly referred to in this Agreement.

21.2. This Agreement shall apply in lieu of the Terms of Service available to Customer (on the Provider's website and/or in the Service), even if Customer accepts such Terms of Service.

22. No partnership or agency

22.1. Nothing in this Agreement is intended to or shall operate to create a partnership between the Parties, or authorize either Party to act as an agent for the other, and neither Party shall have the authority to act in the name of or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability, and the exercise of any right or power).

23. Assignment

23.1. Neither party may transfer, assign or delegate this Agreement as a whole or any of Customer's rights and obligations arising from this Agreement in any manner without the prior consent of the other party which should not be unreasonably withheld; provided, however, that no consent is necessary in the event of a change of control, including but not limited to merger, reorganization, consolidation or acquisition involving all or a substantial part of the assets or voting stock of the Party. Provider may assign the Agreement as a whole without Customer's prior written consent to any other company in the Kentico Group.

24. Communication of the Parties

24.1. Any notification under this Agreement shall be deemed to have been made if sent by email to the following email address:
   a) to the email address sales@kentico.com, in the case of notification by Customer to Provider,
   b) to the email address of any of the contact persons that the Customer has communicated to Provider in any way, in the case of notification by Provider to Customer.

24.2. Customer is obliged to notify Provider without undue delay of any change in their contact persons and/or their contact details.

25. Changes

25.1. Regardless of updates to the Service made by Provider, the Parties may agree anytime via amendment to Schedule 1 to change the entitlements of the Service.

25.2. This Agreement may be unilaterally changed by Provider at any time (the "**Agreement Updates**"). Agreement Updates will be announced by posting the updated version of the Agreement on Provider´s website where currently applicable version of the Agreement is accessible (more details here: https://www.kentico.com/end-user-license-agreement).

25.3. The documents referred to in this Agreement, as well as the other Provider's policies regarding the Service, may be unilaterally changed by Provider at any time to a reasonable extent (the "**Change**").

25.4. Publication of the Agreement Updates on Provider´s website and/or Change on the Service Portal shall constitute sufficient notice of such Agreement Updates or Change to Customer and Customer accepts Agreement Updates or Change by continuing to use the Service after the publication of Agreement Updates or Change. If Customer does not agree with the Agreement Updates or Change, Customer is entitled to terminate this Agreement by written notice served to Provider within 15 days of the publication of the Agreement Updates or Change (on website, the Service Portal or

from the notification of the Amendments or Change to Customer in other way). In that case, this Agreement terminates at the time agreed upon by the Parties or, at the latest, 30 days after Provider was served with the termination notice. In the event of notice under this paragraph, the rights and obligations currently in force shall apply during the notice period. For the avoidance of any doubt, the Customer is obliged to pay a proportional share of the fees for using the Service until the termination of this Agreement becomes effective. Continued use of the Service after the 15-day period to serve the notice constitutes Customer's acceptance of such Agreement Updates or Change.

26. Signatures

26.1. The Parties agree that this Agreement and any amendments hereto may be signed by electronic signatures, whether digital or encrypted, which are intended to authenticate this writing and have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any amendments hereto by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

26.2. Customer confirms that he/she is of legal age (in case he/she is a natural person) and otherwise eligible to enter into this Agreement and to use the Service. If any person acts on behalf of a company while concluding this Agreement, such person, as an individual, represents that it has an authority to bind that company to the Agreement and "Customer" refers to that company.

27. Schedules

27.1. The following schedules form an inseparable part of this Agreement:
   a) Schedule no. 1 Entitlements – the Offer