

Master Subscription Agreement

v. December, 2023

BY ACCEPTING THIS MASTER SUBSCRIPTION AGREEMENT (“AGREEMENT”) EITHER BY (1) EXECUTING AN ORDER FORM, STATEMENT OF WORK OR ANY OTHER DOCUMENT FOR ORDER OF SITEIMPROVE’S SERVICES (“SERVICE ORDER”) THAT REFERENCES THIS AGREEMENT, (2) ACCESSING OR USING A SITEIMPROVE SERVICE (“SOFTWARE SERVICES”), (3) PAYING THE FEES SPECIFIED IN AN CUSTOMER ORDER, OR (4) OTHERWISE MAKING USE OF THE SERVICES, CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY.

The purpose of this Agreement is to establish the terms and conditions under which Customer may order and purchase Siteimprove’s Services as described in a Service Order agreed to or signed by Customer or Reseller, as applicable. Capitalized terms not otherwise defined in this Agreement will have the meaning set forth in the Service Order.

In the event of any inconsistency or conflict between the terms of the Agreement and the terms of any Service Order, the terms of the Service Order shall take precedence.

Non-English variations of this Agreement are provided for convenience only. In the event of any ambiguity or conflict, the English version prevails.

Any Service Order to Customer which contracts with Siteimprove GmbH (Munich), or Siteimprove GmbH (Vienna), is subject to the terms of <https://siteimprove.com/en/legal/rahmen-abonnement-vertrag/>.

1. Definitions

In the Agreement, terms with initial capital letters shall have the meanings ascribed to such terms in this Section 1 or elsewhere in this Agreement or attachments hereto:

“**Affiliates**” means any entity directly or indirectly controlling or controlled by, or in common control with a Party, where “control” is defined in this context as the ownership of at least fifty percent (50%) or more of the voting stock or other interest entitled to vote on general decisions reserved to stockholders, partners, or other owners of such entity;

“**Confidential Information**” means all information disclosed by one Party (the “Disclosing Party” to the other Party (the “Receiving Party”) which is in tangible form and designated as confidential or is information, regardless of form, which a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure. Notwithstanding the foregoing, Confidential Information does not include information that: (a) was in the public domain prior or subsequent to the time such portion was communicated to Receiving Party by Disclosing Party through no fault of Receiving Party; (b) was rightfully in Receiving Party’s possession free of any obligation of confidence at or subsequent to the time such portion was communicated to Receiving Party by Disclosing Party; (c) was developed by employees or agents of Receiving Party independently of and without reference to any information communicated to Receiving Party by Disclosing

Party; (d) was communicated by Disclosing Party to an unaffiliated third party free of any obligation of confidence; or (e) is approved by Disclosing Party for release by Receiving Party.

“**Customer**” means the customer named in the applicable Service Order or, where applicable, the end user purchasing the Services via a Reseller;

“**Customer Data**” means data provided to Siteimprove through the use of the Services;

“**Documentation**” means the documentation made available to the Customer by Siteimprove that refers to and governs the performance of the Software Services;

“**Fee**” means the fees for the Services, as more particularly detailed in the Service Order;

“**Implementation Plan**” means the implementation plan available at <https://www.siteimprove.com/legal/implementation-plan/> or such other website address as may be notified to the Customer from time to time. Such document may be amended from time to time by Siteimprove in its sole discretion;

“**Limits**” means the quantities and limitations of the Services provided as specified in a Service Order;

“**Non-Public Websites**” means intranets, log-in-protected websites, staging websites, development website, or any other form of non-public websites;

“**Primary Contact Person**” means the person identified as the primary contact on the Service Order;

“**Professional Service(s)**” means the professional services outlined in an applicable Service Order;

“**Reseller**” means an authorised reseller partner of Siteimprove;

“**Services**” means the Software Services, the Professional Services, and the LMS;

“**Software Service(s)**” means the provision of an access to the Siteimprove platform;

“**Subscription Term**” means the subscription term of each Software Service as set out in each Service Order;

“**Success Plan**” means either the essential, expert or enterprise success plan outlined in the Service Order, details of which are available at <https://www.siteimprove.com/legal/> or such other website address as may be notified to the Customer from time to time. Such document may be amended from time to time by Siteimprove in its sole discretion;

“**Technical Support**” means the technical support outlined in the Success Plan.

2. Access

- a. **Software Services.** Siteimprove will make the Software Services available pursuant to: a) this Agreement; b) the Service Order(s); c) the DPA; d) the Documentation; (e) the Success Plan; (f) and the Implementation Plan. The Software Services are available at: <https://my.siteimprove.com>. Customer will continue to be subject to the applicable terms for as long it has access to the Services.
- b. **Technical Support.** Technical Support is available at Siteimprove’s [Help Center](#), through which Customer can submit a support ticket at any time. Additionally, Customer may contact Siteimprove for product support, training, and additional services, as outlined in the Success Plan. For the avoidance of doubt, any services ordered by Customer which are not outlined in the Success Plan will be charged to Customer at the then current rate. Any such services will be outlined in an applicable Service Order and subject to Section 2(c).
- c. **Professional Services.** Any Professional Services, including any training, services provided in Customer’s Success Plan, and implementation services, will be subject to the quantities and limitations set out in Customer’s Service Order and the terms and conditions of the Professional Services Agreement available at: <https://siteimprove.com/en/legal/professional-services-agreement/>. Customer will be able to order Professional Services only where it has an active Service Order for Software Services.

- d. **Learning Management System.** Any access to Siteimprove's Learning Management System 'Frontier' ('LMS'), will be subject to the limitations set out in the applicable Service Order and the terms and conditions of the LMS Agreement, available at: <https://www.siteimprove.com/legal/lms-agreement/>.
- e. **Customer Affiliates.** Customer Affiliates shall have the right to execute a Service Order(s) or issue a purchase order(s) in their own name and account under this Agreement. In the event that any Customer Affiliate issues any Service Order pursuant to this Agreement, such Service Order shall be deemed to have incorporated the terms of this Agreement but shall be treated as an independent contractual obligation from any other Service Order.

3. Use of Services

- a. **Right to Use.** Siteimprove grants the Customer a right to use the Software Services on a worldwide, revocable, non-exclusive, non-perpetual and non-transferable basis. This right includes updates and new releases of the Software Services, but not new modules/services/products added to the Software Services. The Customer must be the owner or authorized administrator of the website(s) on which the Software Services are run. The Customer has no right to retain or to use the Software Services after termination of this Agreement.
- b. **Third-Party Website Use.** In the event that Customer wishes to use the Software Services on a third party's website(s) where Customer is not the owner or authorized administrator, cf Section 3(a), Customer shall provide Siteimprove with the list of such third party website domains that it wishes to use the Software Services on and, if agreed, Siteimprove will include the third party website domains in an applicable Service Order to be executed by Customer. Siteimprove reserves the right to reject the use of the Software Services on any of the third-party website domains requested by Customer. Siteimprove may at any time request proof from Customers of its right to use the Software Services on such third party websites. If agreed that the Software Services may be used on a third party's website, the Customer may create users on behalf of that third party. Notwithstanding the aforementioned, the same terms and conditions apply when using the Software Services on a third party's website as on the Customers own website(s).
- c. **Limitations of Use.** The Customer's use of the Services is subject to the agreed Limits. If the Customer exceeds the Limits, Siteimprove will notify the Customer of such excess use and discuss appropriate upgrades. Customer may not: (i) rent, lease, assign, transfer, sublicense, display or otherwise distribute or make the Services available to any third party; (ii) modify, make derivative works of, disassemble, reverse compile or reverse engineer any part the Services; (iii) remove or alter any trademark, logo, copyright or other proprietary notices, symbols, or labels in the Services; or (iv) use the Services for any illegal purpose.
- d. **For Non-Public Website Use.** Any use of the Software Services on Non-Public Websites is subject to the obligations set out in this Section 3(c). For Siteimprove to allow that the Software Services are used on a Non-Public Website, Customer must ensure that there is an encrypted line for the secure transport of data between such Non-Public Website and Siteimprove. Customer must ensure that, to the extent necessary, or required by applicable laws, it has an appropriate legal basis for the processing of personal data for the purpose of the Software Services, and that it has the right to disclose any confidential information on the Non-Public Website. Except when expressly agreed, Customer represents and warrants that the information on the Non-Public Website is not subject to heightened regulations (e.g., HIPAA, or FERPA). Additionally, Customer must assign an account with non-administrative rights to the Non-Public Website when using the Services on any website behind log-in protection. In the event of any failure by Customer to adhere to the obligations set out in this section, Siteimprove may reject to perform the Services on the Non-Public Website. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT SITEIMPROVE AND ITS AFFILIATES, DIRECTORS AND EMPLOYEES SHALL NOT BE LIABLE TO CUSTOMER UNDER ANY THEORY OF LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SPECIAL DAMAGES ARISING OUT OF OR DUE TO CUSTOMER'S USE OF THE SERVICES IF SUCH USE IS IN BREACH OF CUSTOMER'S OBLIGATIONS IN THIS SECTION.
- e. **No Competitive Access.** A direct competitor of Siteimprove may not access the Services except with Siteimprove's express prior written consent. Customer may not facilitate access to the Services to a direct competitor of Siteimprove except with Siteimprove's express prior written consent.

4. Term, Cancellation and Termination

- a. **Agreement Term and Cancellation.** This Agreement will remain in effect for the Subscription Term. Unless agreed otherwise in a Service Order, any recurring Services will automatically renew for additional renewal terms ("Renewal Terms"), unless either Party provides not less than ninety (90) days' written notice prior to the end of such Subscription Term or Renewal Term of its desire not to renew.
- b. **Termination for breach.** Without affecting any other right or remedy available to it, either party may terminate this Agreement or a Service Order for Professional Services with immediate effect in the event of a material breach by the other party. Material breach shall include: (i) any violation of the terms of Section 3, 5(a)-(b), 6, and 12(e)-(f), (ii) any other material breach that a party has failed to cure within fourteen (14) calendar days after receipt of written notice by the other party; (iii) an act of gross negligence or willful misconduct of a party; and (iv) the insolvency, liquidation or bankruptcy of a party.
- c. **Reimbursement.** Except for Customer's termination rights under Section 4(b), Customer remains liable for payment of all amounts owed for the current Services and will not be entitled to a credit or refund
- d. **Effect of Termination of Agreement.** Upon and after the termination or expiration of the Agreement:
 - i. the Customer's rights granted under the Agreement, as applicable, will immediately terminate and the Parties shall cease all activities hereunder; and
 - ii. all Service Orders will automatically terminate.
- e. **Effect of Termination of Professional Services.** Upon and after the termination or expiration of a Service Order for Professional Services:
 - i. the Customer's rights granted under the Service Order for Professional Services, as applicable, will immediately terminate and the Parties shall cease all activities thereunder; and
 - ii. the Agreement and all other Service Orders will not be affected by the termination of the Service Order for Professional Services.

5. Payment and Taxes

- a. **Payment.** All Fees are due in accordance with the invoice date and payment terms specified in the applicable Service Order. If Customer exceeds the agreed Limits, then without prejudice to its other rights, Siteimprove may request that the Customer pay to Siteimprove an amount equal to such underpayment in accordance with the payment terms outlined in the applicable invoice. The fee during any Renewal Term will be increased by the Renewal Price Increase percentage specified on the Service Order. Customer must provide valid and current payment information and must promptly provide Siteimprove with any update hereto (e.g., a change to Bill To, or Ship To Address, payment information, or purchase order information) by submitting an Address Change Form provided by Siteimprove or available for download on Siteimprove's website (<https://www.siteimprove.com/legal/address-change-form/>). If the Customer requires the use of a purchase order or purchase order number, the Customer (a) must provide the purchase order number at the time of purchase and (b) agrees that any terms and conditions on a Customer purchase order will not apply to this Agreement and are void.
- b. **Failure to pay.** Late payments may bear interest from the payment due date until paid in full at the lower of (i) the rate of 2% per month, or (ii) the highest rate permitted by law. Additionally, if an invoice becomes overdue, Siteimprove reserves the right to suspend the provision of the Services until payment has been made.
- c. **Taxes.** Unless otherwise stated in this Agreement, or the Service Order, no Fees on the Service Order include any taxes. Customer is responsible for any applicable taxes, which will be determined based on the laws and regulations of the taxing authority(ies) governing the Ship To Address provided by the Customer on a Service Order, unless Customer provides Siteimprove with a timely and valid tax exemption certificate.
- d. **Payment Portals.** If Customer mandates Siteimprove to use a vendor payment portal or any other portal that charges Siteimprove a fee or a percentage of any uploaded invoice as a required cost of doing business, Customer shall bear that cost. Any fees that have been invoiced to Siteimprove in relation to this will be invoiced to the Customer by Siteimprove.

6. Confidentiality

- a. **Nondisclosure Obligations.** Receiving Party and its representatives will: (i) maintain in confidence any Confidential Information; (ii) use its best endeavors to protect Confidential Information in accordance with the same degree of care with which it protects its own Confidential Information; and (iii) solely disclose Confidential Information to its employees and representatives who need access for purposes consistent with this Agreement or Service Order; and (iv) not disclose the other party's Confidential Information to any third party, except in response to a valid order by a court or other governmental body or as required by law. The receiving party will promptly give notice to the disclosing party of any disclosure of the other party's Confidential Information.
- b. **Ownership and Return of Confidential Information.** All Confidential Information of Disclosing Party will remain the property of Disclosing Party. Upon written request of Disclosing Party, Recipient shall destroy or return to Disclosing Party all Confidential Information. However, Receiving Party will not be required to erase any Confidential Information of the Disclosing Party stored electronically as part of an archival back-up system maintained in the ordinary course of business. In the event of disclosure of confidential information to a third party in default of the provisions of this Section 6, the defaulting party will use reasonable efforts to assist the Disclosing Party in recovering and preventing such third party from using, selling, disclosing or otherwise disposing of such confidential information. The obligations in this Section 6 shall survive the termination of this Agreement and any Service Order concluded.

7. Privacy

- a. **GDPR - General Data Protection Regulation.** The Services are designed and developed to collect and process customers' website content and certain operational data in relation thereto. Any personal data processed by Siteimprove when performing the Services is processed according to the Customer's instructions and on its behalf. In this regard, Customer is deemed to be "Data Controller" and Siteimprove is "Data Processor". Where applicable, Customer is responsible for entering into a Data Processing Agreement ("DPA") with Siteimprove which lives up to any then-current legal standards. If the use of the Services on Non-Public Websites and/or websites that contain special categories of personal data has been agreed upon, the Customer ensures that the DPA reflects the processing of non-public and/or special categories of personal data. If Customer has not facilitated a DPA to be signed on the day that Customer begins to use the Services, the parties are deemed to have entered into Siteimprove's standard DPA available at: <https://siteimprove.com/en/privacy/dpa/>.
- b. **CCPA - California Consumer Privacy Act.** With respect to obligations to consumers under the California Consumer Privacy Act where applicable, Customer is a "business" and Siteimprove is a "service provider" (as such terms are defined in the CCPA) and each party will be responsible for its respective obligations under the CCPA, as applicable to the Agreement. If Customer has not facilitated a DPA to be signed on the day that Customer begins to use the Services, the Parties are deemed to have entered into Siteimprove's standard CCPA Addendum available at: <https://siteimprove.com/en/privacy/dpa/>.
- c. **Data Processing of Users and Customer Contacts.** Other than the processing of Customer's data under Section 7(a) and 7(b), Siteimprove collects some general usage and contact information about the users of Siteimprove's services and other contact persons provided by Customer, such as the names and emails of the Siteimprove users, for internal necessary purposes such as customer identification, invoicing, support and sharing information about Siteimprove products to Customer. A detailed description of how Siteimprove processes Customer's data under this section is available at: <https://siteimprove.com/en/privacy/privacy-policy/>. In this regard, Siteimprove will be the data controller under GDPR and business under CCPA and the Customer acknowledges and agrees that general customer and user information will be collected for Siteimprove's internal use. The Customer has the right to access, correct, modify and erase any personal data provided by the Customer to Siteimprove. To exercise these rights, contact privacy@siteimprove.com.

8. IPR and Data Ownership

- a. **Ownership.** Siteimprove owns and shall remain the sole owner of all intellectual property vested in the Software Services created prior to or during the performance by the parties of this Agreement. This

ownership right includes any inventions, patents, utility model rights, copyrights, design rights, mask works, trademark rights, or knowhow, whether registered or not.

- b. **Customer Owned Data.** All Customer Data is and shall remain Customer property. Siteimprove does not resell any Customer Data. To enable Siteimprove to provide Customer with the Services, and subject to this Agreement, Customer hereby grants to Siteimprove a non-exclusive right to use and process Customer Data provided by Customer solely in connection with Siteimprove's operation of the Services.
- c. **Aggregated Anonymous Data.** Customer acknowledges and agrees that Siteimprove will have the right to obtain or generate and aggregate technical and other data about Customer's use of the Services excluding any personally identifiable data with respect to Customer ("Aggregated Anonymous Data"). Siteimprove owns Aggregated Anonymous Data and may use this to analyze, improve, support and operate the Services and otherwise for any business purpose, during and after the term of this Agreement. For clarity, this Section 8(c) does not give Siteimprove the right to identify Customer as the source of any Aggregated Anonymous Data.
- d. **Feedback.** Siteimprove shall have a fully paid-up, royalty-free, worldwide, transferable, sub-licensable, assignable, irrevocable and perpetual license to implement, use, modify, commercially exploit, incorporate into the Services or otherwise use any suggestions, enhancement requests, recommendations or other feedback received from Customer. Siteimprove also reserves the right to seek intellectual property protection for any features, functionality or components that may be based on or that were initiated due to such feedback.

9. Representations and Warranties

- a. **For Siteimprove.** Siteimprove represents and warrants that: (i) it has the full power and authority to enter into and perform its obligations under these terms; (ii) the Software Services will perform materially as described in the Documentation for the Subscription Term and any Renewal Term, provided that the Software Services are used in accordance with this Agreement, including on the specified domains; and (iii) the Software Services will be made available in accordance with the service levels outlined in the Success Plan. These representations and warranties are only for the benefit of Customer.
- b. **For Customer.** Customer represents and warrants that: (i) it has the full power and authority to enter into and perform its obligations under this Agreement; and (ii) it has full and legal right or authorization to display, disclose, transfer, assign or convey the information set forth and accessible on the websites on which the Services will be administered.
- c. **Disclaimer.** Except for the express representations and warranties listed in this Agreement, each party makes no representations or warranties of any kind, whether express or implied. No oral or written information or advice given by either party will create a representation or warranty. Specifically, Siteimprove makes no representations or warranties with regard to the use of the Services for the purpose of ensuring Customer's compliance with any laws or regulations. Neither party shall be held liable for failure or delay in performing an obligation under this Agreement to the extent such failure is due to circumstances that are beyond its reasonable control, including, but not limited to, order or measure of government, strike, blockade, natural disaster, act of war, terrorism, pandemic or internet service provider failure or delay.

10. Indemnification

- a. **By Customer.** Customer will defend Siteimprove and its Affiliates from and against all third-party claims, lawsuits, and demands arising out of an allegation regarding (a) Customer Data, or (b) use of the Services by Customer in violation of this Agreement, and will indemnify Siteimprove and its Affiliates for all reasonable attorney's fees incurred, damages and other costs awarded in a final judgment or amounts paid in a settlement consented to as further set forth in Section 10(c).
- b. **By Siteimprove.** Subject to Section 10(c), Siteimprove will defend Customer from and against all third-party claims, lawsuits, and demands arising out of an allegation that Siteimprove's Services infringe or misappropriates any intellectual property right of such third party, and will indemnify Customer for all reasonable attorney's fees incurred, damages and other costs awarded in a final judgment or amounts paid in a settlement consented to as further set forth in Section 10(c). In no event will Siteimprove have

obligations or liability under this section arising from: (a) use of the Services in a modified form or in combination with materials or technology not furnished by Siteimprove, and (b) any content, information, or data provided by Customer, Customer's end users, or other third parties. For any claim covered by this section, Siteimprove will, at its election, either (i) procure the rights to use the portion of the Services alleged to be infringing, (ii) replace the alleged infringing portion of the Services with a non-infringing alternative, or (iii) terminate the allegedly infringing portion of the Services or this Agreement and provide Customer with a pro-rata refund of any pre-paid, unused Fees.

- c. **General.** The indemnification obligations in this Section 10 will only apply where, and shall be conditional upon: (a) the party seeking indemnification promptly notify the other party of the claim and cooperate with the party in defending the claim;(b)the indemnifying party will have full control and authority over the defense, except that: (i) any settlement requiring the party seeking indemnification to admit liability or to pay any money will require that party's prior written consent, such consent not to be unreasonably withheld or delayed, and (ii) the other party may join in the defense with its own counsel at its own expense. THE INDEMNITIES ARE A PARTY'S ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION BY THE OTHER PARTY OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

11. Limitation of Liability

Each party shall only be liable for direct damages. As such, each party shall not be liable to the other party for any indirect, special, incidental, or punitive damages, including, but not limited to, loss of data, loss of business or any other loss arising out of or resulting from a party's performance under this Agreement, even if it has been advised of the possibility of such damages. EXCEPT WHERE EXCLUDED BY APPLICABLE LAW, A PARTY'S CUMULATIVE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE SUBSCRIPTION CHARGES AND/OR PROFESSIONAL SERVICES FEES PAID BY YOU DURING THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. HOWEVER, IN NO EVENT SHALL A PARTY BE ABLE TO CLAIM A LIMITATION ON ITS LIABILITY IN THE EVENT OF (I) ANY THIRD-PARTY IP INFRINGEMENT CLAIM, UNLESS SUCH CLAIM IS BASED ON A PARTY'S WRONGFUL OR ILLEGITIMATE USE OF THE SERVICES; OR (II) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

12. Miscellaneous

- a. **Assignment.** Except as otherwise expressly provided in this Agreement, neither party may assign, transfer, convey or encumber this Agreement or any rights granted in them without the prior written consent of the other party (such consent not to be unreasonably withheld). Notwithstanding the foregoing, a party shall have the right to assign this Agreement to its Affiliates or to a successor entity in the event of a merger, consolidation, transfer, stock purchase, provided the assignee is subject to all obligations under this Agreement.
- b. **Entire Agreement.** This Agreement, together with the Service Order, Success Plan, Implementation Plan (if applicable), and any document mentioned in the Service Order, constitutes the entire agreement between the parties and supersedes any prior communications, commitments, or agreements, oral or written, with respect to the subject matter of this Agreement. Any other standard or boilerplate terms and conditions included in any document provided by the Customer or an agent or partner to Customer (e.g., click-wrap agreements and purchase orders) are not to be considered agreed upon and will not be binding. Any changes or modifications to this Agreement must be made in writing and signed by authorized representatives of both parties before taking effect.
- c. **Nature of Relationship.** The parties agree the relationship created by this Agreement is that of an independent contractor. In performing all obligations and duties under this Agreement, the parties shall be, and at all times is, acting and performing as independent contractors, and not as a partner, co-venturer, agent, or employee of the other party, and nothing contained herein shall be construed to be inconsistent with this relationship or status, and is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other party or to bind the other party in any manner. Except for any materials, procedures, or subject matter agreed upon between Siteimprove

and Customer, Siteimprove shall have complete control over the manner and method of performing the Services.

- d. **Publicity.** Customer consents to Siteimprove using Customer’s trading name, trademarks and logos as a reference for marketing or promotional purposes on Siteimprove’s website, in presentations and in public and private communications with Siteimprove’s existing or prospective customers. Customer retains the right to revoke this consent at any time by providing written notification to customerfirst@siteimprove.com stating that it no longer wishes to be identified as a reference.
- e. **Insurance.** During the term of this Agreement and for two (2) years thereafter, each party shall at all times keep in effect appropriate insurance policies, with financially sound and reputable insurers, covering any claims for damages which the other party may be entitled to under this Agreement or as required by statutory law.
- f. **Export Compliance.** The Services and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Siteimprove and Customer each represents that it is not named on any U.S. government denied-party list. Customer will not permit any user to access or use the Service in any capacity in a U.S.-embargoed country or region or for use in violation of any applicable export law or regulation (e.g., nuclear, chemical, or biological weapons proliferation, or missile-development purposes).
- g. **Anti-Corruption and Ethical Conduct.** Each party represents that it has not received, been offered, or offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of its employees, affiliates or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. The parties and their employees are obliged to desist from any practice which may lead to penal liability due to crimes in violation of competition, fraud, guaranteeing advantages, acceptance of bribery or other corruption crimes. The parties shall: (i) comply with all applicable laws, statutes, and regulations relating to anti-bribery and anti-corruption; (ii) have in place throughout the term of the Agreement policies and procedures to ensure compliance with anti-corruption regulation; (iii) promptly report to the other party if it receives any request or demand for any undue financial or other advantage of any kind received by Customer or any of its Affiliates; (v) ensure that all third parties associated with it who are delivering services or goods in connection with this Agreement comply with this Section 12(g).
- h. **Notices.** Notices under this Agreement shall be in writing and shall be sent as certified mail, by a nationally recognized courier (with proof of delivery receipt or acknowledgment of receipt) to the address set out in this Agreement, or by e-mail. E-mail notices to Customer will be sent to the e-mail address of the Primary Contact Person. E-mail notices to Siteimprove must be sent to legal@siteimprove.com. The notice shall be deemed given on the date of receipt, or refusal of delivery, by the receiving Party.

13. Governing Law

This Agreement and any dispute in relation to the Services, or the Customer’s use hereof, will be governed by and construed in accordance with the relevant law based on where the Customer is domiciled cf. the table below and subject to the exclusive jurisdiction of the competent courts, also specified below.

For Customers domiciled in:	Governing Law	Exclusive jurisdiction
Customers in EEA, and Switzerland other than Germany and Austria.	The country, state, or province, whichever is applicable, specified in the Issued To Address provided by Customer on the Service Order	The country, state, or province, whichever is applicable, where the Customer is specified in the Sold To Address on the Service Order
United Kingdom	England and Wales	London, United Kingdom
A country in Europe, the Middle East or Africa, other than a country in the EEA, Germany, Austria, Switzerland, and the United Kingdom	Denmark	Copenhagen, Denmark
Australia, and New Zealand	New South Wales, Australia	New South Wales, Australia
Japan	Japan	Tokyo, Japan

A country in Asia, or the Pacific region, other than Japan, Australia, or New Zealand	Singapore	Singapore
United States or a country in Central or South America, or the Caribbean	New York	New York, New York, U.S.A.
Canada	Ontario	Toronto, Ontario, Canada

Eric Chatham, Chief Information Officer

Samuel Beiderwell, Deputy County Counsel