These Terms and Conditions, the relevant terms of any Documentation, and any executed Orders and/or SOWs incorporated herein, are a legally binding agreement (the "**Agreement**") by and between **Jahia Solutions Group SA** ("**Jahia**") and the company named in any executed Order and/or SOW and shall govern the provision of Jahia's Services (defined below). Customer and its Affiliates (defined below) may place orders under this Agreement by submitting separate Order(s) and SOW(s). This Agreement shall be effective as of the date of a signed Order and/or SOW ("**Effective Date**") and will continue until otherwise terminated in accordance with Section 13 below.

Jahia provides access to its hosted software-as-a-service and platform, which may include data and analytics tools, along with implementation and other professional services for such hosted services, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.   DEFINITIONS

1.1. "**Account**" means the login and password provided to the Customer to connect to the Services.

1.2. "**Affiliate**" means any entity that, directly or indirectly, Controls, is Controlled by, or is under common Control with a specified entity, and for purposes of this definition, "Control" (and with correlative meanings, the terms "Controlled by" and "under common Control with"), means the direct or indirect beneficial ownership of more than fifty (50%) percent of the voting stock of, or more than a fifty (50%) percent interest in the income of, such corporation or entity, or the power to elect more than fifty (50%) percent of the directors or trustees of such corporation or entity, or majority control of such corporation or entity, or such other relationship which in fact constitutes actual control.

1.3. "**API**" means the application programming interfaces used by the Customer when accessing software available through the Services.

1.4. "**API Calls**" means all HTTP(s) requests, as reported in the Jahia Monitoring service, made to the Platform which are different than Page Views or a static files.

1.5. **"Application(s)"or "App(s)"** Means the software application(s) provided by Jahia on a subscription basis through its Services (defined below).

1.6. "**Backups**" means the number or frequency of snapshots taken of Customer Data during a period of time and stored for purposes of redundancy.

1.7. "**Confidential Information**" has the meaning set forth in Section 6.1.

1.8. "**Customer Applications**" means all software programs that Customer uses on the Platform (defined below), as well as any code, modules, package, applications, configuration or application settings developed by the Customer to be deployed and executed on the Platform through Services, other than the Applications provided by Jahia.

1.9. "**Customer Data**" means any and all data, databases, records, files, images, graphics, audio, video, photographs, forms, and other information, content, and materials, which Customer or its Affiliates enter into, load onto, or use in connection with the Services, excluding Jahia Data (defined herein).

1.10. "**Data Protection Legislation**" means all applicable laws and regulations relating to the processing of Personal Data and privacy including the Swiss Federal Act on Data Protection, the Swiss Federal Ordinance on Data Protection and the European General Data Protection Regulation 2016/679 ("**GDPR**") and any statutory instrument, order, rule or regulation made there under, as from time to time amended, extended, re-enacted or consolidated and the terms "data controller", "data processor", "process" and "Personal Data" shall have the meanings given to those terms in such data protection laws and regulations.

1.11. "**Documentation**" means Jahia's product guides and other end user documentation applicable to the Services provided by Jahia at https://academy.jahia.com/documentation, as may be updated by Jahia from time to reflect the then-current Services.

1.12. "**Host**" or "**Hosted**" means the execution of the Services on a server as directed by Jahia, without any installation of software source code or object code on a computer owned or operated by Customer.

1.13. "**Initial Term**" means the first period of time this Agreement is in effect, beginning on the Effective Date and continuing for a minimum of one year, or a longer period of time set out in an Order (defined herein), and for which the applicable Subscription Fee has been paid.

1.14. "**Intellectual Property Rights**" means worldwide all: (i) patents and patent applications, and rights associated therewith; (ii) copyrights and mask work rights; (iii) know-how and rights relating to the protection of trade secrets, data privacy rights, rights in design, and confidential information; (iv) *sui generis* database rights; (v) any rights analogous to those set forth herein and any other proprietary rights relating to intangible property; and (vi) trademarks, service marks, trade dress, and trade names (including internet domain names, corporate names, and e-mail address names), whether registered or unregistered; (vii) all other forms of intellectual property or proprietary rights, and modifications, improvements and derivative works thereof; in each case above whether arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired.

1.15. "**Jahia Data**" means any and all data, databases, records, files, images, graphics, audio, video, photographs, forms, and other information, content, and materials, which Jahia and/or its Affiliates provide in connection with the Services, excluding Customer Data (defined herein).

1.16. "**Log Entries**" means the number of lines of logs generated by the application servers used by the Customer's environment.

1.17. "**Monitoring**" refers to the functionality that is embedded in the Service. The monitoring will provide data related to the availability of the Platform and will report logs and alerts.

1.18. "**Non-Production Use**" means Services used for testing, internal training or development purposes.

1.19. "**Open Source Components**" means any software component that is subject to any open source license agreement, including any software available under the GNU Affero General Public License (AGPL), GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), Apache License, BSD licenses, or any other license that is approved by the Open Source Initiative.

1.20. "**Order**" means an ordering document specifying the Services to be provided that may be entered into from time to time by Customer and Jahia and which is incorporated by reference into, and governed by the Agreement when signed by the parties.

1.21. "**Page View**" is characterized by an HTTP(s) response with the content type "text/html delivered by the Production Services on the Customer's website. This includes any time a page is loaded, reloaded, or returned to after navigation. For example, refreshing a page or navigating away and

back again will each result in additional Page Views. Every delivery of a page through the Production Services, whatever the origin, is counted as a separate Page View.The system of record for determining Page View counts is specified in the applicable Jahia Order document :

- **Customer Analytics**: The Customer's analytics platform shall be the system of record for Page View counts, provided that the following conditions are met. The Customer shall either:
  (i) provide Jahia with a quarterly extract showing the total number of Page Views across all websites served by the Production Services; or
  (ii) grant Jahia direct access to its analytics platform for verification purposes.

  The Customer's analytics data shall only be deemed valid if:
  (a) the analytics solution is deployed on all pages of the relevant websites; and
  (b) it accurately accounts for all human traffic to the platform, including users who use ad blockers, disable JavaScript, or reject cookies.

  If these conditions are not satisfied, Jahia's Cloud Monitoring platform shall serve as the default system of record for Page View counts.

- **Jahia Cloud Monitoring platform**: if the Customer Analytics cannot be used, the system of record is Jahia's monitoring platform, the Customer will be provided with live access to their Page View count.

1.22. **"Platform"** means Jahia's infrastructure for is cloud services to support its Applications, including without limitation its servers, data centers, operating systems, management systems and other applications.

1.23. **"Production Use"** means Services that are not used for testing, internal training or development purposes.

1.24. **"Professional Services"** Means fee-based migration, integration, implementation, training or consulting services that Jahia performs as described in an Order or statement of work, but excluding Support Services.

1.25. **"Profile(s)"** means an identified visitor tracked by and stored in the Platform and counted and displayed in the dashboard of the Platform, visible to Customer.

1.26. "**Releases** means any Major Releases, Features Releases, Maintenance Releases and Patches, as defined in the Jahia Maintenance and Support Policy available at https://www.jahia.com/maintenance-and-support-policy, and made generally available by Jahia to all its paid-Subscription customers.

1.27. "**Renewal Term**" means each successive twelve-month period of time following the Initial Term, during which the Agreement shall remain in effect, provided, that the applicable Subscription Fee is paid in advance, and the Agreement is not otherwise terminated.

1.28. **"Services"** means Jahia's Hosted software-as-a-service (and related applications, libraries, user interfaces, databases, analytics tools, on-line help and associated documentation), including access to the Platform which operates as a self-service with a pre-configured environment of the Services and related software, to which Customer may have access as specified in an Order, subject to applicable Subscription Fees.

1.29. **"Subscription"** means the particular use and access rights to the Services granted by Jahia to Customer and related responsibilities, as described in this Agreement and the applicable Order.

1.30. "**Subscription Fee(s)**" means, in Euros, or the currency specified in the Order, the fee to access and use particular features of the Services, and to receive the Standard Support Services, during the corresponding Subscription Period, as set forth in the applicable Order.

1.31. "**Subscription Period**" means the period during which Customer may access and use certain Services features for which Customer has paid Subscription Fees in accordance with the applicable Order and this Agreement.

1.32. **"Support Services"** means the services purchased by Customer and as set forth in Jahia's Maintenance and Support Policy located at https://www.jahia.com/maintenance-and-support-policy with Maintenance and Support as defined in such Policy.

1.33. "**Term**" means the period of time this Agreement is in effect, including the Initial Term and any Renewal Term(s).

1.34. **"Third-party Services"** means services or software-as-a-service that may be accessible through the Jahia Services and not directly operated by Jahia.

1.35. **"Third-party Software"** means computer programs and/or code owned that are not proprietary to Jahia, including any (a) documents, data, content or specifications; (b) Open Source Components or other software, hardware or other products, facilities, equipment or devices; and (c) accessories, components, parts or features of any of the foregoing.

1.36. **"Privileged User"** means Customer's employee(s) and its Affiliates' employee(s) or end users who are authorized by Customer to use the Services in accordance with this Agreement and have been supplied User IDs by Customer in accordance with this Agreement. The number of Privileged Users is calculated on a monthly basis, and corresponds to the number of Privileged named Users who have access to the back office of the Services. Privileged named Users are those with access to Jahia's administration interfaces, content authoring interfaces or module deployment interfaces. Any additional Users beyond the quantity included in the Subscription are billed based on the per-user price specified in the applicable Jahia Offer document.

1.37. **"User ID"** means the access credentials in the form of a user name, identification number, password, security key, token, PIN, or other security code, method, or device used, alone or in combination to verify an individual's identity and authorization to access and use the Services.

1.38. **"Version"** means a major release of the Services configuration, which includes the introduction of significant feature additions, broad upgrades to the user interface, and/or architectural improvements to the technology platform, and may involve the introduction of new modules (as may be indicated by Jahia's designation of a new version number), which Jahia, in its sole discretion, may make available for subscription at an additional cost under a separate written agreement.

2. SUBSCRIPTION SERVICES

2.1 **Subscription Grant.** Subject to payment of the applicable Subscription Fee when due, the restrictions in Section 2.3, and the other terms and conditions of this Agreement and any Order, Jahia hereby grants to Customer a nonexclusive, non-transferrable, non-sublicensable, worldwide, limited license to do the following during the Subscription Period: (i) access the Services through the

User IDs; (ii) load Customer Data into the applications of the Services; (iii) install, operate and use the Services' software in object code form only, for Customer's own internal business purposes; and (iv) operate the features of the Services during the Subscription Period according to the Documentation. Jahia will Host and maintain the Services during the Subscription Term. All rights not expressly granted to Customer herein are reserved to Jahia and its licensors.

2.2 **Scope of Licensed Access and Use**. The Subscription grant above is based upon the number of Privileged Users accessing the Services and as specified on the applicable Order. The total number of Privileged Users shall not exceed the number set forth under this Agreement, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the Subscription Fee(s) payable hereunder.

2.3 **Subscription Restrictions.** Customer shall only use the Services for Production Use or Non-Production Use in accordance with the applicable Order. Customer shall not, and shall not permit any other person to access the Services for purposes of monitoring its availability, performance, or functionality, or for any other benchmarking or competitive purposes. Customer shall not access, or allow access to, the Services if Customer is or becomes in direct competition with Jahia, except with Jahia's prior written consent. In such event, Jahia shall have the right to terminate this Agreement under Section 13.4. In addition, Customer shall not, and shall not permit others to:

(a) copy, modify, correct, adapt, translate, enhance, or otherwise prepare derivative works or improvements of the Services;

(b) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available, commercially exploit, or make available the Services to any third party in any way;

(c) to the maximum extent permitted by applicable law, reverse engineer, disassemble, decompile, decode, or adapt the Services, or otherwise attempt to derive or gain access to the source code of the Services, in whole or in part;

(d) create Internet "links" to the Services on any other server or wireless or Internet-based device;

(e) remove, delete, efface, alter, obscure, translate, combine, supplement, or otherwise change any trademarks, terms of the Documentation, warranties, disclaimers, or Intellectual Property Rights, proprietary rights or other symbols, notices, marks, or serial numbers on or relating to the Services or Documentation;

(f)   use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any Person, or that violates any applicable laws;

(g)   use the Software for purposes of: (i) benchmarking or competitive analysis of the Software; (ii) developing, using, or providing a competing software product or service; (iii) building a product using similar ideas, features, functions, or graphics of the Services; or (iv) any other purpose that is to Jahia's detriment or commercial disadvantage;

(h)   use the Software in the planning, design, construction, maintenance, control, or direct operation of nuclear facilities, aircraft navigation, control or communication systems, chemical or biological weapons, missile projects, or weapons systems, unless specifically authorized by the U.S. government or the appropriate European body for such purposes;

(i)   use the Services in or in connection with the design, construction, maintenance, operation, or use of any life-support systems, hazardous environments, safety response systems, other safety-critical applications, or any other use or application in which the use or failure of the Services could lead to personal injury or severe physical or property damage;

(j)   use the Services or Documentation in any manner or for any purpose or application not expressly permitted by this Agreement; or

(k)   use any Open Source Components in any manner or for any purpose or application not expressly permitted by the controlling Open Source License.

2.4 Standard Support Services.

(a)   Jahia shall provide the Support Services for which payment shall be included in the Subscription Fee, unless otherwise specified in the Order.

(b)   Jahia will meet the Uptime commitment as set forth in Jahia's Maintenance and Support Policy located at https://www.jahia.com/maintenance-and-support-policy; provided, however, that for any failure of Jahia to meet the Uptime commitment set forth therein, Customer's sole remedy and Jahia's sole liability shall be (i) the issuance of credits (which shall serve as liquidated damages) as set forth in Jahia's Maintenance and Support Policy, or (ii) termination of this Agreement as set forth in Section 13.4.

(c)   Customer acknowledges and agrees to the Jahia Lifecycle Information located at https://academy.jahia.com/customer-center, including but not limited to product support timelines, end-of-life (EOL) policies, update and patch schedules. The Customer further agrees that continued use of the Service constitutes acceptance of any updates to such lifecycle

information, which may be periodically revised and published at the same location.

2.5 **Security Measures**. The Software may contain technological measures designed to prevent unauthorized or illegal use of the Software. Customer acknowledges and agrees that Jahia may use these and other lawful measures to verify Customer's compliance with the terms of this Agreement and enforce Jahia's rights, including all Intellectual Property Rights, in and to the Software.

2.6 **Subcontractors**. Customer acknowledges and agrees that Jahia may in its sole discretion engage, or has engaged subcontractors to perform Support Services, and/or Professional Services under this Agreement.

2.7 **Third-Party Software/Services and Special Terms**. Jahia may provide Third-party Software and/or Services through the Jahia Services. Third-party Software/Services shall be subject to any third-party terms and conditions referenced with the Third-party Software/Services, other than the requirement of payments that have already been made through Jahia. Third-party Software/Services from Workato are and shall be owned by Workato, including all Recipes and Connectors (both defined below) and any updates, new versions, derivative works, and modifications thereto. Customers shall comply with Workato's terms of use and privacy policy, located at https://www.workato.com/legal/terms-of-service and https://www.workato.com/legal/privacy-policy and end-user license agreement at https://www.workato.com/legal/eula. All Workato Third-party Software/Services, which provide the ability to integrate Jahia's applications to Customer's applications, shall be used only to have Jahia as an endpoint for each Connection. The limit on Connections shall be as set forth in an Order. Connections cannot be used for internal integrations of Customer. "Connection" means the unique user/password combination to connect to an application. "Recipe" means a mini-application or script that help integrate applications and services. Special additional terms apply to the Subscription for Stack Connect which are set forth in **Appendix A**, **Stack Connect Special Terms**.

3. USER IDS

3.1. User IDs shall be required to access and use the Services and Customer will access and use the Services only through the User IDs. Customer shall be responsible for issuing User IDs to the particular employees as it determines, in accordance with this Agreement and the applicable Order.

3.2.	Customer shall not permit Privileged Users to share User IDs with each other or with third parties. Customer acknowledges that: (i) Jahia shall rely on the validity of any User ID, instruction or information that meets the Services' automated criteria or which is believed by Jahia to be genuine; (ii) Jahia may assume a person entering a User ID and password is, in fact, that Privileged User; and (iii) Jahia may assume the latest email addresses and registration information for Privileged Users on file with Jahia (if any) are accurate and current.

3.3.	The Customer is responsible for maintaining the security of its access to the Services, including all activities that occur under its User IDs, and any other login credentials. Customer agrees to immediately notify Jahia of any unauthorized use of Services or any other breaches of security of which the Customer becomes aware. Jahia will have no liability for any acts or omissions on behalf of Customer, including any damages of any kind incurred as a result of such acts or omissions.

4.	**CUSTOMER DATA AND CUSTOMER APPLICATIONS**

4.1.	**Customer Representations and Warranties**. The Customer represents and warrants that: (i) it owns Customer Data and Customer Applications or has all necessary rights to use and input Customer Data into the Services; (ii) Customer Data and/or Customer Applications will not infringe upon any third-party Intellectual Property Rights, violate any privacy rights or be defamatory to any third party; and (iii) Customer will provide all necessary notifications and obtain any necessary consent from any data subjects in accordance with the applicable laws and regulations relating to such Personal Data and to the processing by Jahia and the Customer of the Customer Data via the Services. Jahia is not and shall not be liable for Customer Data.

4.2.	**Customer Responsibilities**. The Customer is fully responsible for deploying all its Customer Applications. Customer shall have the sole responsibility for the accuracy, quality, integrity and legality of the Customer Data, including obtaining all rights and consents necessary to share the Customer Data with Jahia as set forth in this Agreement. Customer shall be responsible for maintaining sufficient back-ups and/or tangible copies of the Customer Data to allow for reasonable reconstruction of the Customer Data.

4.3.	**Customer Indemnification**. Customer agrees to defend, indemnify, and hold harmless Jahia from and against any and all claims, demands, damages, losses, liabilities, awards and/or expenses suffered and/or incurred or agreed to be paid out by Jahia in connection with, or arising out of (i) use of the Services

by Customer or Privileged Users in breach of this Agreement; and/or (ii) any Customer Data or other content posted, uploaded, distributed, transmitted or disseminated by Customer or Privileged Users; and/or (iii) infringement of third-party Intellectual Property Rights by Customer Applications or Customer Data.

4.4. **License**. Notwithstanding anything to the contrary contained herein, Customer hereby grants to Jahia an irrevocable, fully paid up, worldwide, royalty free, non-exclusive, transferable, sublicensable license to use the Customer Data and Customer Applications to*:* (i) provide the Services to Customer; (ii) analyze the Customer Data in anonymized and/or aggregate form in order to operate, maintain, manage, and improve the Services, create new products and services, and share and/or license this aggregate and anonymized data to Affiliates, agents, business partners, and other third parties, only in connection with the provision of Services hereunder; and (iii) for Jahia's internal purposes to improve the Services, and related services, and any other uses disclosed in or related to performance under this Agreement.

5. **ACCEPTABLE USE REQUIREMENTS FOR SERVICES**

5.1 **Appropriate Use**. In using the Services, Customer shall: (i) not send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) not send or store infringing, obscene, pornographic, threatening, libelous, or otherwise unlawful or tortuous material, including material harmful to children or violative of third party privacy rights; (iii) not send or store material containing software viruses, worms, Trojan horses, or other harmful computer code, files, scripts, agents, or programs; (iv) not interfere with or disrupt the integrity or performance of the Services or the data contained therein; (v) not attempt to gain unauthorized access to the Services or its related systems or networks; (vi) not input any data or information into the Services that is credit card or debit card information, personal banking, financial account information, social security numbers, HIPAA-protected data, or other personally identifiable or confidential information concerning individuals; (vii) not use or access the Jahia Cloud API or the Services in order to monitor the availability, performance, or functionality of the Jahia Cloud API, the Services or any portion thereof or for any similar benchmarking purposes; (viii) not engage in any activity that interferes with, disrupts, harms, damages, or accesses in an unauthorized manner the servers, security, networks, data, applications or other properties or services of Jahia's cloud environment, or that of any third party; (ix) not circumvent technological measures intended to prevent direct access to the databases and/or Software in Services or manufacture tools or products to that effect; (x) not bypass Jahia

Cloud API restrictions for any reason, including automating administrative functions provided through the Services; and (xi) only use the Services for Non-Production Use and/or Production Use in accordance with the applicable Order.

5.2 **Connectivity**. The Customer shall be responsible for its own Internet connection and shall take all reasonable measures to maintain its access via the Internet to Services. Jahia cannot be held liable for malfunctions and difficulties in accessing and/or using the Services due to disruption of the Internet network or in case of impossibility to access the Services due to an event beyond its control.

5.3 **Capacity Metrics**. The Customer agrees to not place excessive burdens on Services or the Jahia cloud infrastructure, instances, storage, Profiles, or other resources, including Support Services. The Customer understands that Bandwidth, Storage, connection speeds, and other similar indices of capacity as set forth in an Order are maximum numbers.

6. CONFIDENTIALITY

For purposes of this Section, a Party receiving Confidential Information (as defined below) shall be the "Recipient" and the Party disclosing such information shall be the "Disclosing Party."

6.1 **Confidential Information**. "Confidential Information" means all financial, technical, strategic, marketing, and other information relating to the Disclosing Party or its licensors, or its, or its licensors' actual or prospective business, products, or technology that may be, or has been, furnished or disclosed to Recipient by, or acquired by Recipient directly or indirectly from the Disclosing Party, whether disclosed orally or in writing or electronically or some other form, and shall include the terms and conditions and pricing information of this Agreement, and the Services (including, without limitation, Documentation, source code, translations, compilations, implementation methodologies, partial copies, and derivative works).

Confidential Information does not include that which was: (i) as of the Effective Date of this Agreement, generally known to the public without breach of this Agreement; (ii) is or became generally known to the public after the date of this Agreement other than as a result of the act or omission of Recipient or Recipient's Affiliates; (iii) was already in the possession of the Recipient without any obligation of confidence; (iv) released by Disclosing Party with its written consent to third parties without restriction on use and disclosure; (v) lawfully received by Recipient from a third party without an obligation of confidence; or

(vi) independently developed by Recipient outside the scope of this relationship by personnel not having access to any Confidential Information; or (vii) is required to be disclosed in accordance with a judicial or governmental order or decree, provided that the Recipient provides prompt notice of the order or decree to the Disclosing Party and reasonably cooperates with the Disclosing Party to limit the disclosure and use of the applicable information.

6.2 **Non-Disclosure**. Recipient shall do the following: (i) use at least the same degree of care that it uses with respect to its own confidential information, but in no event less than a reasonable degree of care to avoid disclosure, publication or dissemination of the other Party's Confidential Information; (ii) disclose Confidential Information only to its personnel who have a need to know; (iii) disclose Confidential Information only to third parties who have entered into an appropriate confidential disclosure agreement with the Recipient, prior to any disclosure of Confidential Information, and to whom such disclosure has been previously authorized in writing by the Disclosing Party; and (iv) promptly report any loss of any Confidential Information to the Disclosing Party.

6.3 **Return of Confidential Information**. Upon the written request of the Disclosing Party or termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall return or destroy (as instructed by Disclosing Party) all Confidential Information of Disclosing Party in its possession or control and cease all further use thereof.

6.4 **Injunctive Relief**. Recipient acknowledges that violation of the provisions of this Confidentiality Section would cause irreparable harm to Disclosing Party not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without the necessity of posting bond to prevent any actual or threatened violation of such provisions.

7. DATA PROTECTION

If the Services involve the processing by Jahia of (i) any Personal Data forwarded by Customer or of Users ("Customer Personal Data"), in particular as part of Customer Data, or (ii) Personal Data relating to contextual and usage data ("Usage Personal Data"), the parties shall comply with any applicable Data Protection Legislation and the following terms shall apply:

7.1 **Roles of the Parties**. In such cases, Jahia shall process (i) Customer Personal Data, as data processor, exclusively for the purpose agreed in this Agreement and only to the extent necessary to fulfil the obligations hereunder, in accordance with Customer's instructions, which shall act as data controller and (ii) Usage Personal Data

as sole data controller thereof.

7.2 **Customer's Obligations**. Customer shall ensure, with respect to any Customer Personal Data processed by Jahia within the frame of this Agreement, if any, that such Customer Personal Data has been collected and transferred to Jahia in strict compliance with the applicable data protection or data privacy laws and regulations. In particular, Customer shall:

(i) have, and maintain at all times, valid grounds for the processing of such personal data;

(ii) have adopted and implemented appropriate technical and organizational measures to protect such personal data; and

(iii) have complied and comply with all registration and/or notification requirements, if and as required under applicable data protection or data privacy laws and regulations, prior to granting Provider access to such Customer Personal Data within the frame of the Licensed Products.

7.3 **Responsibility**. Customer shall bear sole responsibility for the processing of Customer Personal Data, if any, within the frame of this Agreement. Customer acknowledges and accepts that Jahia shall deem any processing of any Customer Personal Data within the frame of this Agreement, as permitted under the Agreement, as well as any instructions by Customer with respect to such processing activities as compliant with applicable Data Protection Legislation.

7.4 **Transfer**. By accepting this Agreement, Customer expressly acknowledges and agrees that Customer Personal Data or Usage Personal Data may be transferred to and processed on servers located outside of its jurisdiction, including in jurisdictions which may not have data protection and privacy laws and regulations equivalent to those in the Customer's jurisdiction.

7.5 **Compliance Actions**. Unless expressly prohibited in writing or pursuant to applicable law, Jahia may forward to Customer any request, investigation or other action by any supervisory authority and/or any third-parties (including data subjects), directed at Jahia with respect to the processing of any Customer Personal Data. If Jahia is required to undertake any compliance action itself, e.g. responding to a request by any supervisory authority or third-party and/or cooperating in investigations,

and/or to provide assistance to Customer, Customer shall fully indemnify Jahia for its effort and costs, including reasonable attorney's fees, incurred in such context. Requests, investigations, or actions relating to Usage Personal Data shall be addressed by Jahia only.

7.6 **GDPR**. To the extent that the GDPR is applicable, each party shall comply with Appendix B, Data Protection Agreement, attached to this Agreement.

8. DATA SECURITY

Jahia shall maintain and enforce reasonable technical and organizational safeguards against accidental or unlawful destruction, loss, alteration or unauthorized disclosure or access of the Customer Data that are at least equal to industry standards for applications similar to the Services, in accordance with Jahia's internal information security policies and plans. However, because the success of this process depends on equipment, software, and services over which Jahia has limited control, Customer agrees that Jahia has no responsibility or liability for the deletion or failure to store any Customer Data or communications maintained or transmitted by the Services. Customer shall be responsible for backing up its own Customer Data.

9. FEES AND PAYMENT

9.1 **Subscription Fees and Payment**. Customer shall pay the Subscription Fees for the rights to access and use the Services during the applicable Subscription Period, as set forth in the Order(s). All payment obligations for Subscription Fees are non-cancelable and all amounts paid are nonrefundable.

9.2 **Consumption Metrics**. API Calls, Pages View, Profiles stored, Log Entries, Backups, Network Bandwidth, Storage and other consumption metrics (**Consumption Metrics**) may be tracked and checked against the applicable Order. When Customer exceeds the Consumption Metrics set forth in an Order, and/or when Customer needs to increase its Consumption Metrics, Customer shall notify Jahia and Customer may incur additional fees for such additional use and will be billed accordingly. For clarity, for as long as Jahia provides Customer with access to information on its Consumption Metrics usage in the Jahia cloud portal, it will be the Customer's obligation to check the cloud portal to review its usage of resources against the Consumption Metrics.

9.3 **Late Payment, Suspension**. Customer may not withhold or "setoff" any

amounts due hereunder. In addition to any other legal remedies, Jahia reserves the right to suspend or terminate Customer's access to the Services until all amounts due are paid in full after giving Customer advance written notice and an opportunity to cure as specified herein in the Section relating to Termination. Any late payment shall be subject to any costs of collection, including reasonable attorneys' fees, and shall bear interest at the rate of five percent (5%) per annum, or the highest rate permitted by law, until paid.

9.4 **Taxes**. Prices quoted do not include, and Customer shall pay, any and all applicable taxes, including without limitation, sales, use, gross receipts, value-added, GST, personal property, or other tax (including interest and penalties imposed thereon) on the transactions contemplated herein, except as otherwise set forth in a signed Order, and other than taxes based on the net income or profits of Jahia.

9.5 **Pricing Terms**. All prices are stated and payable in the currency stated in the applicable Order. All pricing terms are confidential, and Customer agrees not to disclose them to any third party. New Versions shall be available at the Fees applicable at the time of purchase

9.6 **Renewals**. This Agreement and each Order will automatically renew at the end of the Initial Term or a Renewal Term for successive one-year Renewal Terms, or longer Renewal Terms if stated in an Order, unless either party has given written notice of non-renewal as set forth in Section 13, Term and Termination. Jahia will issue an invoice to Customer each year at the beginning of the Initial Term and before each Renewal Term or as otherwise mutually agreed upon.

9.7 **Price Adjustments**. Upon each Renewal Term, no discounts from the Initial Term or a prior Renewal Term will apply. In addition, at each Renewal Term, Jahia reserves the right to increase its prices based on the evolution of the Consumer Price Index for OECD, published by OECD.

10. RESERVATION OF RIGHTS AND JAHIA OWNERSHIP

Jahia and its licensors own and shall own all right, title and interest in and to the Services and underlying software and its Confidential Information. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Services, the underlying software, Confidential Information, Third-party Software, Third-party Services, or to the respective Intellectual Property Rights therein. Jahia's name, Jahia's logo, and the product names associated with the Services are

trademarks of Jahia or third parties, and no right or license is granted to use them. Jahia (and its licensors) shall exclusively own all right, title, and interest in and to the Services, copies, updates, upgrades, Versions, modifications, improvements, and derivative works thereof. Jahia shall own any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Customer or any other party relating to the Services, including all contextual data regarding Customer's use of the Services and including all related Intellectual Property Rights thereto, specifically excluding Customer Data.

11.   WARRANTIES AND LIMITATIONS

11.1   Jahia warrants, subject to the limitations and conditions in this Section 11, that it will use its commercial reasonable efforts to ensure that the Services and Support Services shall be performed in a professional and workmanlike manner within the scope of an Order.

11.2   EXCEPT AS EXPRESSLY PROVIDED IN SECTION 11.1 AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND UNDERLYING SOFTWARE ARE PROVIDED BY JAHIA "AS IS" AND "AS AVAILABLE." TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, JAHIA DOES NOT GUARANTEE OR WARRANT THAT THE USE OF THE SERVICES AND UNDERLYING SOFTWARE WILL BE UNINTERRUPTED, ERROR FREE, OR COMPLY WITH REGULATORY REQUIREMENTS AND JAHIA EXCLUDES ALL TERMS, CONDITIONS, REPRESENTATIONS AND WARRANTIES OF ANY KIND THAT ARE NOT EXPRESSLY SET OUT IN THIS AGREEMENT, (INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, AND THE LEVEL OF SKILL AND CARE TO BE APPLIED BY JAHIA AND ANY OF ITS PERSONNEL), WHETHER ARISING BY STATUTE, EQUITY, COMMON LAW, COURSE OF TRADE OR DEALING OR OTHERWISE. CLIENT ACKNOWLEDGES THAT IT IS DEALING WITH JAHIA AS A BUSINESS AND NOT AS A CONSUMER.

11.3   CUSTOMER'S EXCLUSIVE REMEDY, AND JAHIA'S ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY WILL BE FOR JAHIA TO PROVIDE, IN ITS SOLE DISCRETION, EITHER (I) RE-PERFORMANCE OF DEFICIENT SERVICES; OR (II) IF JAHIA CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALLY REASONABLE MANNER, TERMINATE THE SERVICES AND PROVIDE A PRO RATA REFUND CORRESPONDING TO THE FEES PAID FOR THE PERIOD AFTER SUCH DATE OF TERMINATION.

11.4   The warranties above shall be contingent upon the existence of all the following conditions: (i) the Services are used by Customer in accordance with the

Documentation and Jahia security recommendations; (ii) Customer notifies Jahia promptly of deficient Services, but in no event more than ten (10) calendar days after becoming aware of such defect; (iii) Customer has properly used all Releases made available with respect to the Services, and any updates recommended by Jahia with respect to any third-party software products that affect the performance of the Services; (iv) Customer has properly maintained all associated equipment and software and provided the environmental conditions in accordance with applicable written specifications provided by the applicable manufacturer of such equipment and software; (v) Customer has not introduced other equipment or software, improper configuration, or shutdown that causes an adverse impact on the Services; (vi) Customer has paid all amounts due hereunder and is not in default of any provision of this Agreement; (vii) Customer has made no changes (nor permitted any changes to be made other than by or with the express approval of Jahia) to the Services, except as may be permitted herein; (viii) Customer has not caused damages resulting from fraudulent or unlawful access to the Services; and (ix) Customer has not caused denial of service attacks by a third- party sending excessive numbers of requests to Customer which causes additional costs.

11.5 Notwithstanding any provisions to the contrary in this Agreement, the limited warranty set forth in Section 11.1 does not apply to problems arising out of or relating to: any Open Source Components or Third-party Software, Third-party Services, beta software, software that Jahia makes available for testing or demonstration purposes, temporary software modules, the Platform, or software for which Jahia does not receive a license fee.

11.6 Without limiting the generality of the foregoing disclaimer, the Services and underlying software provided are not specifically designed or intended for use in, and all licenses and warranties shall be rendered void, if the Services are used in the planning, design, construction, maintenance, control, or direct operation of (i) nuclear facilities, aircraft navigation, control or communication systems, chemical or biological weapons, missile projects, or weapons systems, unless specifically authorized by the appropriate and competent authority for such purposes; or (ii) direct life support systems, hazardous environments, safety response systems, other safety-critical applications, or any other use or application in which the use or failure of the Services could lead to personal injury, death, or property damage.

12. LIMITATION OF LIABILITY

12.1 SUBJECT TO SECTION 12.3, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR AN ORDER, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY, AND EACH PARTY WAIVES ALL RIGHTS TO ANY INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF DATA, LOST PROFITS, LOST SAVINGS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, WHETHER ARISING IN CONTRACT, TORT, NEGLIGENCE THEORY, STATUTORY DUTY OR OTHERWISE. IN ANY EVENT, JAHIA'S AGGREGATE AND CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ALL ORDERS, INCLUDING WITHOUT LIMITATION ON ACCOUNT OF PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS, WILL BE LIMITED TO DIRECT DAMAGES AND WILL NOT EXCEED THE AMOUNTS RECEIVED FROM CUSTOMER BY JAHIA DURING TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY.

12.2 JAHIA IS NOT RESPONSIBLE FOR ANY LIABILITY ARISING OUT OF CONTENT OR SOFTWARE PROVIDED BY CUSTOMER, OR ANY THIRD PARTY, EVEN IF ACCESSED THROUGH OR PROVIDED WITH SOFTWARE AND/OR SERVICES.

12.3 Nothing in this Agreement shall exclude or limit either party's liability for death or personal injury caused by gross negligence or willful misconduct, or liability for fraudulent misrepresentation or for any other liability which cannot be excluded or limited under applicable law.

13. **TERM AND TERMINATION**

13.1 **Term of This Agreement.** The Term of this Agreement shall begin on the Effective Date and comprise the Initial Term and all Renewal Terms and shall continue in full force and effect until all outstanding Subscription Periods under valid Orders expire or are terminated in accordance with this Agreement. Expiration or termination of one Order shall not affect any other Order, unless the Agreement as a whole is terminated under this Section 13.

13.2 **Subscription Term**. A Subscription shall be effective as of the Effective Date of an Order for a period of the Initial Term stated in the Order and any Renewal Term. Subscriptions shall automatically renew for successive periods of a minimum of one year each. Customer may terminate a Subscription under an Order by giving written notice to Jahia ninety (90) days before the expiration of the applicable Initial Term or Renewal Term.

13.3 **Termination for Cause**. Either party may, in addition to other relief, suspend or terminate an Order or this Agreement if the other party breaches any material provision hereof and fails within thirty (30) days after receipt of notice of default to correct such default, or to commence corrective action reasonably acceptable to the aggrieved party, and proceed with due diligence to completion. In addition, either party shall be in material default hereof if it commences voluntary or involuntary winding up, or makes an assignment of substantially all its assets for the benefit of its creditors, or a receiver is appointed or a petition in bankruptcy is filed with respect to the party and is not dismissed within one hundred twenty (120) days. Any breach of Customer's payment obligations or unauthorized use of the Services will be deemed a material breach of this Agreement.

13.4 **Results of Termination for Cause**. Jahia, in its sole discretion, may suspend or terminate Customer's use of the Services if Customer commits a material breach and such breach has not been cured within thirty (30) days' notice of such breach.

13.5 **Termination Without Cause**. Customer may terminate this Agreement in the event that it is required to cease its use of the Services by laws or regulations, which become effective after the Effective Date, and which are applicable to Customer. Other than the foregoing, in no event shall there be termination for convenience during the Initial Term or a Renewal Term of this Agreement or a refund or cancellation of any Initial Term or Renewal Term Subscription Fees.

13.6 **Migration of Customer Data**. Customer has the ability to migrate or download all its Customer Data from the Services at any time. In the event this Agreement is terminated, Customer will have sixty (60) days in which to download or migrate its Customer Data from the Services.   Customer agrees and acknowledges that Jahia has no obligation to retain the Customer Data, and may delete such Customer Data, after such sixty (60) day period after termination.

14.   **ANTI-CORRUPTION**

The parties shall comply with applicable international anti-bribery and anti-corruption laws (including the Foreign Corrupt Practices Act and the UK Bribery Act). Each party shall comply with all applicable anti-bribery and anti-corruption laws applicable to its business dealings, including dealings with government officials. Neither party shall, in connection with the transactions contemplated by this Agreement or in connection with any other business transactions involving Jahia: (i) make, promise, or offer to

make any payment or transfer of anything of value or other advantage, directly or indirectly through a representative, intermediary, agent or otherwise, to a government official, political party or candidate for political office, or any other person for the purpose of improperly influencing the conduct or decision of any such government official, political party, candidate, or person or securing an improper advantage to assist Jahia or Customer in obtaining or retaining business; or (ii) accept anything of value from any person seeking to improperly influence the conduct or decision of Jahia or Customer or to secure an improper advantage to that person. Failure to comply with the terms of this Section 14 will constitute a material breach of this Agreement.

15. **COMPLIANCE WITH LAWS**

The parties shall comply with all applicable laws, regulations, rules and codes with respect to their respective activities including without limitations export and import regulations of other countries, and where applicable, under any legislation implementing the Data Protection Legislation, European E-Commerce Directive 2000/31/EC, E-Privacy Directive 2002/58/EC and Consumer Rights Directive 2011/83/EC (including the distance selling rules); the Health Insurance Portability and Accountability Act (HIPAA), and the Health Information Technology for Economic and Clinical Health Act (HITECH Act); Gramm-Leach-Bliley Act (GLBA); the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (CAN-SPAM); the Family Rights and Privacy Act (FERPA); and the Children's Online Privacy Protection Act (COPPA).

16. **NOTICES**

All notices from one party to the other under this Agreement will be in writing and will be deemed given when (i) delivered personally with receipt signature; (ii) sent via certified mail with return receipt requested; (iii) sent by commercially recognized courier service with receipt signature required, to the address in the applicable Order, or such other address that a party may indicate by written notice.

17. **INTEGRATION**

This Agreement, and its attached Appendices, schedules and exhibits incorporated by reference, and the signed Order constitute a complete and exclusive final written

expression of the terms of agreement between the parties regarding the subject matter hereof. It supersedes all earlier and contemporaneous agreements, understandings and negotiations concerning the subject matter. The following Appendices are attached to this Agreement, shall be governed by the terms and conditions of this Agreement and are made a part hereof:

Appendix A - Stack Connect Special Terms
Appendix B - Data Processing Agreement

In the event of any conflict between this Agreement and an Order, the Order shall control, except this Agreement shall govern and take precedence over all issues relating to Intellectual Property Rights, warranty, indemnity, and liability issues.

18. FORCE MAJEURE

Jahia shall not be in default of this Agreement if prevented from performing any obligation for any reason beyond its reasonable control including, without limitation, governmental laws and regulations, terrorists acts, acts of God or the public, calamities, floods, and storms, pandemics, epidemics, act of public authority, injunction, war, embargo, strike, lock out, failure or delay of supplier or carrier, failure of public utility, casualty, or natural disaster, or any other cause, circumstance or condition, whether pre-existing or supervening, that is beyond its reasonable control (a "**Force Majeure Event**"). To the extent failure or delay in performance is caused by such a cause, Jahia shall be excused from performance under this Agreement for so long as such Force Majeure Event continues to prevent performance.

19. AMENDMENT

There will be no modification to this Agreement unless it is in writing signed by duly authorized representatives of each party. Any representations, promises, warranties or statements made by either party that differ in any way from the terms of this Agreement will not be binding on either party and will be void unless made in writing and signed by a duly authorized representative of each party. Other than an Order or a valid amendment in writing signed by the parties, no document or pre-printed form shall be used to modify, interpret, supplement, add to, or alter in any way the terms and conditions of this Agreement. Any restrictive endorsement on any check or any instrument of payment to a party that purports to alter this Agreement or any of the parties' rights will be deemed void and of no force or effect.

20. ASSIGNMENT OR CHANGE IN CONTROL

This Agreement may not be assigned by either party without the prior written approval of the other party, but may be assigned without consent in the event of a merger or reorganization in which the surviving entity owns or controls more than 50% of the acquired party and agrees in writing to assume the obligations under this Agreement. Any purported assignment in violation of this section shall be void. Any actual or proposed change in control of Customer that results, or would result, in a direct competitor of Jahia directly or indirectly owning or controlling 50% or more of Customer shall entitle Jahia to terminate this Agreement for cause immediately upon written notice.

21. INDEPENDENT CONTRACTOR STATUS; NO AGENCY

Each party is an independent contractor in relation to the other party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association, employment or agency relationship between the parties. Each party shall remain responsible, and shall indemnify and hold harmless the other party, for the withholding and payment of all applicable personal income, wage, earnings, occupation, social security, workers' compensation, unemployment, sickness and disability insurance taxes, payroll levies or employee benefit requirements now existing or hereafter enacted and attributable to themselves and their respective people. Neither party shall have the right to bind the other party or cause it to incur liability.

22. SECURITY, NO CONFLICTS

Each party agrees to inform the other of any information made available to the other party that is classified or restricted data, agrees to comply with the security requirements imposed by any applicable state or local government, and shall return all such material upon request. Each party represents and warrants that its participation in this Agreement does not conflict with any contractual or other obligation of the party or create any conflict of interest and shall promptly notify the other party if any such conflict arises during the Term.

23. INSURANCE

Each party shall maintain adequate insurance protection covering its respective activities hereunder, including coverage for statutory workers' compensation, comprehensive general liability for bodily injury and tangible property damage, and shall provide Certificates of Insurance to the other party, upon reasonable request, evidencing such coverage and amounts.

24. GOVERNING LAW

The construction and performance of this Agreement shall be governed by the laws of Switzerland. All disputes arising out of or relating to this Agreement will be submitted to the exclusive jurisdiction of courts of competent jurisdiction located in Geneva, Switzerland and each party irrevocably consents to such personal jurisdiction and waives all objections to this venue. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Any claim by one party against the other party must be brought within one year after it arises, or be barred.

25. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.

26. WAIVER

The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing.

27. NON-SOLICITATION

Each party agrees that, during the Term of this Agreement and for a period of one year thereafter, it will not, except with the other party's prior written approval, solicit the employment of any employee, consultant or subcontractor of such other party that directly participated in the activities set forth in this Agreement. The foregoing shall specifically not apply to general solicitations of employment issued by either party to which an employee of the other may voluntarily respond.

28. CUSTOMER LIST

Customer consents to the use of Customer's name and the Customer's logo, exactly in the form as provided by Customer to Jahia, in Jahia's customer list on its website and in its marketing materials, during the Term of this Agreement.

29. SURVIVAL

The following Sections shall survive termination of this Agreement: 1, 2.3, 2.5, 4, 5.1, 6, 7, 10, 11.2, 12, 13.6, 14, 15, 21, 24, 25, 26, 27, 28, and 29.

IN WITNESS WHEREOF and intending to be legally bound, duly authorized representatives of the Parties have executed this Agreement as of the Effective Date.

CUSTOMER	Jahia Solutions Group SA
Signature by	Signature by
Print Name	Print Name
Title	Title
Date	Date

APPENDIX A
STACK CONNECT SPECIAL TERMS

1. **DEFINITIONS**

1.1 **Connection** means the unique user/password combination to connect to an application.

1.2 **Recipe** means a mini-application or scripts that help integrate applications and services

1.3 **Task**: A task is counted when a recipe requests data or performs an activity in an application. For example, search, create, update, get, actions are counted as tasks, while control functions like If, Error Monitor, Stop, etc. are not counted as tasks.

1.4 **Team**: Team enables multiple users to collaborate on building and managing recipes. It provides the ability to define user roles and permissions to ensure governance.

1.5 **Shared Workspace** means the ability to have teams (e.g. Dev, Test, Prod) with Recipe Lifecycle Management to provide the ability to manage the entire process from building to rolling out recipes to production.

1.6 **On Premise Agent (OPA)** means a secure way to connect to on-premise applications, databases, files.

Stack Connect Plan Features	Jahia Customer Plan
CONNECTIONS	
Total connections	as stated in Order
Test connections	Fair Use
CONNECTORS	
Universal Connectors (HTTP Connector, Databases, Files)	Yes
Connector SDK	Yes
On-premise Agent	Additional charges may apply
RECIPE DEVELOPMENT	
Recipe Organization	Yes
Recipe IQ	Yes

Recipe Versioning	Yes
Data Transformation	Yes
Look-up Table	5 Per Connection
Callable Recipes	Yes
Big Data Integrations	Yes
Platform API	No
API Management	No
RECIPE OPERATIONS	
Tasks	1,000,000 Tasks per month
Pause/resume	Yes
Rerun	2 weeks
Custom Job Reports	Yes
SMART TRIGGERS	
Conditional Triggers	Yes
Guaranteed Processing	Yes

In-sequence Processing	Yes
Duplicate Detection	Yes
Time Machine	Yes
Polling interval	5 mins
BOTS	
Workbot	No
Enterprise Workbot	No
SECURITY	
Data Encryption	Yes
SSO (Okta, etc.)	Yes
Advanced Compliance (Data masking, config retention, Governance, Fixed IP, Security Audits)	No
TEAMS	
Shared Workspace	3 custom roles
Recipe life cycle	No

APPENDIX B

DATA PROCESSING AGREEMENT

1. INFORMATION ON THE PROCESSING OF PERSONAL DATA

"**Personal Data**" is as defined in the GDPR. In the course of the Agreement, Jahia may collect the following types of Personal Data of Customer's personnel:

- Last name and first name;
- Function or Job Title;
- E-mail address;
- Phone number

This Appendix B shall apply only to the extent that the GDPR applies to data collection and processing under this Agreement. As between Jahia and Customer, Customer is the Data Controller and Jahia is the Data Processor.

Jahia may use the Personal Data of the Customer personnel for the following purposes:

Finality	Legal basis of treatment
Execution of the Agreement	The processing is based on the contractual relations
Management Customer's personnel rights (access, rectification, deletion, portability, limitation of processing, opposition)	The processing is based on the contractual relations
Response to any questions / complaints from Users	The processing is necessary for the execution of the Agreement

The Personal Data are kept only for the time necessary to achieve the purpose for which Jahia holds this data, or to fulfill its legal obligations.

To establish the retention period for Personal Data, Jahia shall apply the following criteria:

- The Personal Data are kept for the duration of the contractual relationship and three years after the collection or last contact with the Customer for the sole purpose of commercial prospection;

- Jahia may retain certain data in order to fulfill its legal or regulatory obligations in order to enable it to exercise its rights and / or for statistical or historical purposes.

At the end of the periods mentioned above, the Personal Data will be deleted or Jahia will proceed with their anonymization.

Jahia shall take care to secure the Personal Data of the Customer appropriately and has taken the necessary precautions to preserve the security and confidentiality of data and in particular prevent them from being distorted, damaged or communicated to unauthorized persons.

<u>Customer personnel rights</u>:

Customer's personnel may access, rectify, delete (erase), portability of his/her Personal Data, limit processing and a right to object to the processing of their data collected and processed by Jahia, by contacting Jahia directly at the following email address: legal@jahia.com.

Customer's personnel may also, at any time, withdraw his/her consent to the processing of the Personal Data by Jahia as well as by subcontractors by contacting Jahia at the following email address: legal@jahia.com, which will inform him/her.

If provided under applicable law, Jahia shall comply with the instructions given by any Customer's personnel, relating to the storage, erasure and communication of Personal Data after his/her death.

If provided under applicable law, in case of complaint, the Customer's personnel may contact the competent data protection authority.

DATA PROCESSING OBLIGATIONS UNDER THE GDPR

Capitalized terms used in this Schedule are defined by the GDPR. The obligation herein shall apply only to the extent that the GDPR applies to data processed in connection with this Agreement.

1. **Limitations on Use**.
   Jahia will process Personal Data only: (a) in a manner consistent with documented instructions from the Customer, which will include processing (i) to provide the Services, (ii) as authorized or permitted under the Agreement, and (iii) consistent with other reasonable instructions of the Customer; and (b) as required by applicable law, provided that Jahia will inform Customer (unless prohibited by such applicable law) of the applicable legal requirement before Processing pursuant to such applicable law.

2. **Customer Obligations.**
   The Customer will not instruct Jahia to perform any Processing of Personal Data that violates any Data Protection Law. The Customer represents and warrants that any Processing of Personal Data by Jahia performed in accordance with the Agreement does not and will not violate any Data Protection Law. Jahia may suspend Processing based upon any Customer's instructions that Jahia reasonably suspects violate Data Protection Law. The Customer will be solely liable for the legality of Processing, and, subject to the cooperation of Jahia as specified in this Schedule safeguarding the rights of Data Subjects. The Customer will promptly notify Jahia about any faults or irregularities in the Processing by Jahia discovered by the Customer.

3. **Confidentiality.**
   Jahia will ensure that persons authorized by Jahia to Process any Personal Data are subject to appropriate confidentiality obligations.

4. **Security.**
   Jahia will protect Personal Data in accordance with requirements under Data Protection Law, including by implementing appropriate technical and organizational measures designed to

protect Personal Data against Personal Data Breach.

5. **Return or Disposal.**
At the choice of the Customer, Jahia will delete or return (or will enable the Customer via the services to delete or retrieve) all Personal Data after the end of the provision of the Enterprise Distribution (unless applicable law requires the storage of such Personal Data by Jahia).

6. **Data Processing assistance**

   6.1.   Data Subject's Rights Assistance.
   Taking into account the nature of the Processing of Personal Data by Jahia under the Agreement, Jahia will provide reasonable assistance to the Customer by appropriate technical and organizational measures, insofar as possible and as necessary, for the fulfillment of Customer's obligations to respond to requests for exercising Data Subject's rights under Chapter III of the GDPR with respect to Personal Data solely to the extent the Customer does not have the ability to address such Data Subject request without such assistance.

   6.2.   Data Protection Impact Assessment Assistance.
   Jahia will provide reasonable assistance to the Customer as required for the Customer to comply with its obligations under Articles 35 and 36 of the GDPR in connection with Jahia's Processing of Personal Data under the Agreement.

   6.3.   Personal Data Breach Notice and Assistance.
   Jahia will notify the Customer within twenty-four (24) hours after becoming aware of a Personal Data Breach. Taking into account the nature of Processing and the information available to Jahia, Jahia will provide reasonable assistance to the Customer as may be necessary for Customer to satisfy any notification obligations required under Articles 33 or 34 of the GDPR related to any Personal Data Breach.

7. **Audits**
Jahia will allow for and contribute to audits conducted by the Customer or another auditor mandated by the Customer that is reasonably acceptable to Jahia, in accordance with the following terms. Any such audit must occur during Jahia's normal business hours, will be permitted only to the extent required by the Customer to assess Jahia's compliance with this Schedule, and shall occur no more than once in any twelve (12) month period, unless otherwise required by applicable law or a competent regulatory authority. The Customer will provide not less than forty-five (45) days' advance notice of its request for any such audit and will cooperate in good faith with Jahia to schedule any such audit on a mutually agreed upon date and time.

8. **Subprocessors**
The Customer authorizes Jahia to use Jahia's Affiliates and third-party subcontractors to Process Personal Data in connection with the provision of the Enterprise Distribution to the Customer ("Subprocessor"). In particular, Customer authorizes Jahia to use the following Subprocessors to Process Personal Data :

- https://www.jahia.com/legal/Jahia_Cloud_Sub-contractors_list

Jahia will provide the Customer with a thirty (30) days notice of any intended changes

concerning   the addition or replacement of its Subprocessors and provide Customer with the opportunity to object to such changes.

9.   **Data transfer to third countries**
If applicable, Personal Data shall only be exported by Jahia or its Sub-Processors to or accessed from a third country outside the European Economic Area if:
- The recipient's country has been found to ensure an adequate level of protection for the rights and freedoms of Data Subjects in relation to processing of Personal Data as determined by the European Commission; or
- the data transfer to a non-EEA entity is in accordance with the Standard Contractual Clauses issued by the European Commission.

SUB SCHEDULE   – APPENDIX B – DATA PROCESSING AGREEMENT
[==To be completed by Customer==]

Data Controller
The Data Controller is (name of Customer) _____

Data Processor
The Data Processor is Jahia Inc.

Data Subjects
The Personal Data processed concerns the following categories of Data Subjects ==(please complete):==

Categories of data
The Personal Data processed concerns the following categories of Data ==(please complete)==

Processing operations
The Personal Data is processed for the following purposes ==(please complete):== ==processing, storage==