_Reference : Jahia-US_T&C25.1_Software License-EN_

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 Inc** ("**Jahia**") and the company named in any executed Order and/or SOW and shall govern the provision of Jahia's Products (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 10 below.

Jahia provides a limited license to its software products, which may include data and analytics tools, 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.   "**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.

1.2.   "**API**" means the application programming interfaces used by the Customer with the Software (defined below).

1.3.   "**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 static files.

1.4.   "**Application(s)" or "App(s)**" means the software application(s) provided by Jahia on a subscription basis.

1.5.   "**Confidential Information**" has the meaning set forth in Section 5.1.

1.6. "**Customer Applications**" means all software programs that Customer uses with the Software or 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, other than the Applications provided by Jahia.

1.7. "**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 Software, excluding Jahia Data (defined herein).

1.8. "**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.

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

1.10. "**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.

1.11. "**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.

1.12. "**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 with the Software, excluding Customer Data (defined herein).

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

1.14. "**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.

1.15. "**Order**" means an ordering document specifying the Software 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.

1.16. "**Page View**" means a web page generated by the Platform, as reported in the Jahia Monitoring service. A page view is characterized by an HTTP(s) response with the content type "text/html".

1.17. "**Production Use**" means use of the Software that is not used for testing, internal training or development purposes.

1.18. "**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.

1.19. "**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.

1.20. "**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.

1.21. "**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.

1.22. "**Software**" means the current Version of the computer programs, Applications, Modules and/or code in executable, object code form, which may include files, libraries, databases, analytics tools, integration tools, and Third-party Software, as identified in an Order.

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

1.24. "**Subscription Fee(s)**" means, in Euros, or the currency specified in the Order, the fee to license and use the Software, and to receive the Support Services, during the corresponding Subscription Period, as set forth in the applicable Order.

1.25. "**Subscription Period**" means the period during which Customer may license and use the Software for which Customer has paid Subscription Fees in accordance with the applicable Order and this Agreement.

1.26. **"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.

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

1.28. **"Third-party Software"** means computer programs, code and/or software-as-a-service owned by a third party 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.

1.29. **"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.

1.30. "**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 Software.

1.31. "**Version**" means a major release of the Software 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 SOFTWARE LICENSE

2.1 **Subscription Software License Grant.** Subject to payment of the applicable Subscription Fees when due, the restrictions in Section 2.2, 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) download, install, operate and use the software in object code form only, for the Subscription Period, for Customer's own internal business purposes; and (ii) operate the features of the Software according to the Documentation. 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 Users accessing the Software and as specified on the applicable Order. The total number of 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. Customer may make one copy of the Software solely for testing, disaster recovery, or archival purposes. Any copy of the Software made by Customer: (a) will remain the exclusive property of Jahia; (b) be subject to the terms and conditions of this Agreement; and (c) must include all copyright or other Intellectual Property Rights notices contained in the original.

2.3 **Subscription Restrictions.** Customer shall only use the Software 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 Software 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 Software 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 11   In addition, Customer shall not, and shall not permit others to:

(a)   copy the Software, in whole or in part;

(b)   modify, correct, adapt, translate, enhance, or otherwise prepare derivative works or improvements of any Software;

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

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

(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 any copy of the Software or Documentation;

(f)   use the Software 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 Software; 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 Software 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 Software could lead to personal injury or severe physical or property damage;

(j)   use the Software 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   **Delivery**. Jahia shall deliver one copy of the Software either electronically, on tangible media, or by other means, in Jahia's sole discretion, to Customer as provided in the Order.

2.5   **Standard Support Services**. Jahia shall provide the Support Services for which payment shall be included in the Subscription Fee, unless otherwise specified in the Order.

2.6   **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.

2.7   **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.

2.8   **Third-Party Software and Special Terms**. Jahia may provide Third-party Software and/or Services in connection with the Software. Third-party Software shall be subject to any third-party terms and conditions referenced with the Third-party Software, other than the requirement of payments that have already been made through Jahia. Third-party Software 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 et 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 Software and Customer will access and use the Software 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 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 Software's 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 User; and (iii) Jahia may assume the latest email addresses and registration information for 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 Software, 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 Software 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 Customer Data in connection with the Software; and (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.

4.2. **Customer Responsibilities**. The Customer is fully responsible for deploying all its Customer Applications.

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 Software or related Services by Customer or Users in breach of this Agreement; and/or (ii) any Customer Data or other content posted, uploaded, distributed, transmitted or disseminated by Customer or Users; and/or (iii) infringement of

third-party Intellectual Property Rights by Customer Applications or Customer Data.

5. 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."

5.1 **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 Provider's Hosted 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.

5.2 **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.

5.3 **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.

5.4 **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.

6. DATA PROTECTION

If the provision of the Software, Support Services or Professional Services involves 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:

6.1. **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.

6.2. **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 organisational 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 Software.

6.3. **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.

6.4. **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.

6.5. **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. FEES AND PAYMENT

7.1 **Subscription Fees and Payment**. Customer shall pay the Subscription Fees for the rights to license and use the Software 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.

7.2 **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 license to the Software 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 one percent

(1%) per month, or the highest rate permitted by law, until paid.

7.3 **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.

7.4 **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

7.5 **Renewals**. This Agreement and each Order will automatically renew at the end of the Initial Term or a Renewal Term for successive one-year terms, unless either party has given written notice of non-renewal as set forth in Section 11, 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.

7.6 **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.

7.7 **Audits.** Jahia or its nominee (including its accountants and auditors) may, in Jahia's sole discretion on ten (10) business days' written notice, inspect and audit Customer's use of the Software under this Agreement at any time during the Term and for two (2) years following the termination or earlier expiration of this Agreement. All audits will be conducted during regular business hours, no more frequently than once in any twelve (12) month period, and in a manner that does not unreasonably interfere with Customer's business operations. Customer shall make available all such, equipment, information, and provide all such cooperation and assistance, as may reasonably be requested by or on behalf of Jahia with respect to such audit. Jahia shall only examine information directly related to Customer's use of the Software. If the audit determines that Customer's use of the Software exceeded the usage permitted by this Agreement and the applicable Order by more than five percent (5%), Customer shall pay to Jahia all amounts due for such excess use of the Software, plus interest on such amounts, as calculated pursuant to Section 7. If the audit

determines that such excess use equals or exceeds five percent (5%) of Customer's permitted level of use, Customer shall also pay to Jahia all reasonable costs incurred by Jahia in conducting the audit. Customer shall make all payments required under this Section 7 within ten (10) days of the date of written notification of the audit results.

8. RESERVATION OF RIGHTS AND JAHIA OWNERSHIP

Jahia and its licensors own and shall own all right, title and interest in and to the 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 Software, Support Services, 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 Software 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 Software, 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 Software, including all contextual data regarding Customer's use of the Software and including all related Intellectual Property Rights thereto, specifically excluding Customer Data.

9. WARRANTIES AND LIMITATIONS

9.1   Jahia warrants, subject to the limitations and conditions in this Section 9, that it will use its commercial reasonable efforts to ensure that the Support Services shall be performed in a professional and workmanlike manner within the scope of an Order.

9.2   EXCEPT AS EXPRESSLY PROVIDED IN SECTION 9.1 AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE AND SUPPORT SERVICES 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 SOFTWARE OR RELATED SERVICES 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.

9.3   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) REPAIR OR REPLACE DEFICIENT SOFTWARE, OR RE-PERFORM SERVICES; OR (II) IF JAHIA CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALLY REASONABLE MANNER, TERMINATE THE SOFTWARE LICENSE AND PROVIDE A PRO RATA REFUND CORRESPONDING TO THE FEES PAID FOR THE PERIOD AFTER SUCH DATE OF TERMINATION.

9.4   The warranties above shall be contingent upon the existence of all the following conditions: (i) the Software are used by Customer in accordance with the Documentation and Jahia security recommendations; (ii) Customer notifies Jahia promptly of deficient Software, 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 Software, and any updates recommended by Jahia with respect to any third-party software products that affect the performance of the Software; (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 Software; (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 Software, except as may be permitted herein; (viii) Customer has not caused damages resulting from fraudulent or unlawful license to the Software; 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.

9.5   Notwithstanding any provisions to the contrary in this Agreement, the limited warranty set forth in Section 9.1 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.

9.6 Without limiting the generality of the foregoing disclaimer, the Software and Services provided are not specifically designed or intended for use in, and all licenses and warranties shall be rendered void, if the Software 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 Software could lead to personal injury, death, or property damage.

10. LIMITATION OF LIABILITY

10.1 SUBJECT TO SECTION 11.3, 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.

10.2 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.

10.3 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.

11. TERM AND TERMINATION

11.1 **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 11.

11.2 **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.

11.3 **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 Software will be deemed a material breach of this Agreement.

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

11.5 **Termination Without Cause**. Customer may terminate this Agreement in the event that it is required to cease its use of the Software 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.

12.   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 12 will constitute a material breach of this Agreement.

13.   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).

14.   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.

15.   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

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.

16.   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.

17.   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.

18.   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.

19.   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, 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.

20. 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.

21. 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.

22. GOVERNING LAW

The construction and performance of this Agreement shall be governed by the substantive laws of the United Stated and the laws of the State of Delaware. All disputes arising out of or relating to this Agreement will be submitted to the exclusive jurisdiction of courts of competent jurisdiction located in the state of Delaware 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.

23. 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.

24.   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.

25.   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.

26.   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.

27.   SURVIVAL

The following Sections shall survive termination of this Agreement: 1, 2.3, 2.6, 4, 5, 6, 8, 9.2, 10, 12, 13, 19, 22, 24, 25, 26, and 27.

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 Inc
Signature by	Signature by
Print Name	Print Name
Title	Title

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.

Customer personnel rights:

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. **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.