

General Terms & Conditions

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1) FRAMEWORK

These Master Terms act as a framework agreement under which the parties can enter into Orders. An “**Order**” consists of an order form for one or more Sitecore Products and Services which is separately executed by Sitecore and Customer on or after the Effective Date and which states its intention to be governed by these Master Terms. An Order may incorporate attachments or exhibits that contain additional information relevant to a particular Sitecore Product or Service. Affiliates of the parties may agree to operate under these Master Terms, and in such event, the Affiliates may enter into an Order (“**Affiliate Order**”) and agree to be bound by these Master Terms. The Affiliate Order, and any further Affiliate Orders entered in between such parties, shall form a separate “Agreement” between the parties thereto, and in such regard references to the parties in these Master Terms and DPA (if applicable) shall be construed as references to the parties to the Affiliate Order.

2) THIRD PARTY ACCESS AND RIGHTS

- a. Affiliate use rights.** Where specifically stated in the Order (as part of the Permitted Usage or otherwise), Customer may authorize its Affiliates to use and access the Sitecore Products and Services provided under such Order. Customer shall ensure compliance with the Agreement by any such Affiliates and is responsible for and fully liable for the acts or omissions of such Affiliate as if it were Customer’s acts or omissions.
- b. Authorized Third Parties.** Customer may permit Authorized Third Parties to assist Customer in the access, implementation and use of the Sitecore Products and Hosted Services, provided such activities are for the direct benefit of Customer (and not any third party) and within the scope of Customer’s own usage rights under the Agreement. Customer shall ensure compliance with the Agreement by its Authorized Third Parties and is responsible for and fully liable for the acts or omissions of its Authorized Third Parties as if it were Customer’s acts or omissions.
- c. No Third-Party Rights.** Nothing in the Agreement confers on any third party the right to enforce any provision of the Agreement. Except as provided for above in this Section, each Order only permits use by and for the legal entity defined as the Customer.

3) RESTRICTIONS ON USE

Except as specifically authorized under the Agreement, by applicable law or by Sitecore in writing, Customer will not (i) modify, disclose, disassemble, decompile, reverse compile, reverse assemble, reverse engineer, or translate the Sitecore Products, Services or Documentation, (ii) rent, lease, lend, distribute, sell, assign, license, or otherwise transfer the Sitecore Products, Services, Documentation or any portion thereof, or (iii) create any derivative works of the Sitecore Products, Services or Documentation.

4) SUPPORT

- a.** For each Order including Sitecore Products and/or Hosted Services, Sitecore will provide Support during the applicable Subscription Term.

- b. Where Customer provides ideas, proposals, improvements or other suggestions about the Sitecore Products or Services through Support (“**Support Feedback**”), Customer grants Sitecore a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use such Support Feedback for the development of Sitecore Products and Services, without restriction and without any compensation due to Customer.

5) WARRANTIES

Each party represents and warrants that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation or organization, and that it has all requisite power and authority to carry out its obligations described in the Agreement. Additional warranties in relation to the Sitecore Products and Services are addressed in the Addendums to these Master Terms.

6) DISCLAIMER OF WARRANTIES

Except as expressly set forth in Section 5 and in the warranty sections of the Addendums, or to the extent any warranties implied by law cannot be waived, Sitecore makes no warranty of any kind, whether express or implied, statutory or otherwise. Sitecore expressly disclaims all implied warranties, including but not limited to any implied warranties of merchantability, non-infringement, fitness for a particular purpose or any warranties arising from course of dealing. Sitecore also expressly disclaims any and all express, implied or statutory warranties that the Sitecore Products and Services will meet customer’s requirements, or that the operation of the Sitecore Products or Services will be uninterrupted or error free. The disclaimers in this Section will apply to the maximum extent permitted by applicable law. Customer may have other statutory rights under applicable law, in which case any such statutorily required warranties will be limited to the shortest period permitted by law.

7) THIRD PARTY TECHNOLOGY

Any implementation of Third Party Technology, including any exchange of data between the Third Party Technology and the Sitecore Products and Services, is the sole responsibility of Customer. Sitecore makes no warranties as to the Third Party Technology or its integration or compatibility with the Sitecore Products and Services, and Sitecore is not responsible for any disclosure, modification or deletion of Customer Data caused by the Third Party Technology.

8) INDEMNITY

- a. Sitecore will defend, indemnify and hold harmless Customer and its respective directors, officers, employees, and agents (the “Customer Indemnitees”), from and against any third party claims, losses, damages, suits, fees, judgments, costs and expenses finally awarded by a competent court or settled by Sitecore in writing (collectively referred to as “Customer Claims”), including reasonable attorneys’ fees incurred in responding to such Customer Claims, that the Customer Indemnitees incur as a result of (i) a claim that any Sitecore Product, Services, Training Material or Deliverable (collectively “Indemnified Products”) infringes or violates any third party intellectual property right, or (ii) any personal injury (including death) or damage to tangible property resulting from Sitecore or its Personnel’s acts or omissions. Notwithstanding the foregoing, the following shall apply in respect of any Customer Claims:
- i. Sitecore will have no obligation or liability for that portion of any Customer Claims of infringement arising out of or in connection with: (i) where the Indemnified Product is Software, use of a superseded version of the Software if the infringement would have been avoided by the use of an updated release of such Software; (ii) the combination, operation or use of the Indemnified Product with any software, hardware or other materials not furnished by Sitecore; (iii) any modification of the Indemnified Product not performed by Sitecore; (iv) any Gen AI Functionality; or (v) any breach by Customer of the Agreement, if the infringement would have been avoided by Customer not breaching the Agreement;
 - ii. If Sitecore reasonably believes Customer’s use of an Indemnified Product may be endangered or disrupted, Sitecore may: (i) modify the Indemnified Product so as to provide Customer with a functionally equivalent and non-infringing product; or (ii) obtain a license or access rights for Customer to continue use of the Indemnified Product for the Subscription Term at no additional cost to Customer; or (iii) if Sitecore in its sole discretion determines that neither of the foregoing alternatives is commercially reasonable, then Sitecore may at its option terminate Customer’s licence to use the Indemnified Product or terminate the applicable Order and promptly refund the pro rata portion of the fees paid by Customer for the applicable Indemnified Product or terminated Order (as applicable) for the applicable Subscription Term; and
 - iii. to the maximum extent permitted by applicable law, this Section states Sitecore’s entire liability and Customer’s

exclusive remedy for claims of intellectual property infringement.

- b.** Customer must (i) provide reasonably prompt written notice of any Customer Claim to Sitecore, (ii) allow Sitecore to assume complete control of the defense or settlement of any Customer Claim, and (iii) provide reasonable cooperation and assistance. Customer may participate at its own expense using counsel of its choice. Customer's failure to perform any obligations under this paragraph (b) will not relieve Sitecore of its obligations under this Section unless Sitecore can demonstrate that it has been materially prejudiced as a result of such failure. Furthermore, Sitecore may not settle any Customer Claim without Customer's prior written consent (which such consent shall not be unreasonably withheld, conditioned or delayed) if such settlement (i) contains a stipulation to or an admission or acknowledgement of any liability or wrongdoing on the part of Customer, or (ii) imposes any obligation or liability upon Customer.

9) LIMITATION OF LIABILITY

- a.** Neither party will be liable for any indirect, incidental, special, consequential, punitive or exemplary damages arising out of or related to the Agreement under any legal theory, even if the party has been advised of, knows of, or should have known of, the possibility of such damages.
- b.** Subject to Section 9(c)–(d) below, neither party's aggregate liability under or in relation to the Agreement will exceed the amount of fees paid by Customer for Sitecore Products and Services under the Agreement in the twelve months preceding the first incident giving rise to liability under the Agreement.
- c.** Sitecore's aggregate liability under the Agreement for the unauthorized use or disclosure of Personal Data, insofar as it is directly and solely resulting from breach of the DPA, will not exceed the amount of fees paid by Customer for Sitecore Products and Services under the Agreement in the twenty-four months preceding the first incident giving rise to liability under the Agreement.
- d.** The exclusions and limits of liability in this Section 9 will not apply to: (i) either party's indemnification obligations under the Agreement; (ii) Customer's violation of the Sitecore Usage Policy; (iii) Customer's use outside the scope of the licences or access rights granted by Sitecore in the Agreement; and (iv) Customer's failure to pay the fees when due under the Agreement. Furthermore, nothing herein will limit a party's liability for that party's wilful misconduct or fraud, or anything else that may not by law be limited or excluded.

10) CONFIDENTIAL INFORMATION

The term "**Confidential Information**" means all information disclosed in written, oral, electronic, visual or other form by either party (each a "**Disclosing Party**") to the other party ("**Recipient**") and either (a) marked or designated as "confidential" or "proprietary" at the time of disclosure or (b) disclosed in circumstances under which a reasonable person would understand it is to be treated as confidential. Confidential Information does not include information that (i) is or becomes a matter of public knowledge through no fault of the Recipient, (ii) was rightfully in the Recipient's possession free of any obligation of confidence, (iii) was rightfully disclosed to Recipient by a third party without restriction as to use or disclosure, or (iv) is independently developed by Recipient without use of or reference to Disclosing Party's Confidential Information. Recipient will hold the Confidential Information received from the Disclosing Party in confidence and will not, directly or indirectly, disclose it to any other person or entity except to Recipient's and its Affiliates' employees and independent contractors who have (x) a need to know, (y) been notified that such information is Confidential Information, and (z) entered into binding confidentiality obligations no less protective of the Disclosing Party than the Agreement. Recipient will protect the Disclosing Party's Confidential Information by using the same degree of care as Recipient uses to protect its own confidential or proprietary information of a like nature (but not less than a reasonable degree of care). Recipient will promptly notify the Disclosing Party upon learning of any misappropriation or misuse of Confidential Information disclosed hereunder. Notwithstanding the foregoing, Recipient will be permitted to disclose Confidential Information pursuant to any statutory or regulatory authority or court order, provided that Recipient provides the Disclosing Party prompt prior notice (to the extent legally permitted to do so), and the scope of such disclosure is limited to the extent possible. For the avoidance of doubt, Customer Data shall be subject to the terms of the DPA and not this Section 10.

11) TERM AND TERMINATION

- a. Term.** The Agreement will commence on the Effective Date and continue unless earlier terminated in accordance with this Section (the "**Term**"). Each Order will come into force and effect as of its effective date as described therein and continue for its Subscription Term (or other duration identified in the Order) unless terminated in accordance with this Section.
- b. Termination for Breach.** Either party may terminate the Agreement and any active Order if the other party commits a material breach of the Agreement and either (i) fails to cure that breach within 30 days following receipt of written notice

from the non-breaching party, or (ii) such breach is not capable of remedy. For purposes of clarity, a party may choose to terminate only the applicable Order if the breach event was limited to the substance of that Order. If either party terminates the Agreement for breach, all active Orders will also terminate.

- c. Termination for Insolvency.** Either party may terminate the Agreement by providing written notice to the other party if: (i) the other party files a voluntary petition in bankruptcy or an involuntary petition is filed against it; (ii) a trustee or receiver is appointed by a court for all or a substantial portion of the assets of the other party; (iii) the other party becomes insolvent, suspends business, or ceases to conduct its business in the ordinary course; or (iv) the other party makes an assignment of its assets for the benefit of its creditors.
- d. Termination where no active Orders.** Either party may terminate the Agreement by providing written notice to the other party where there are no active Orders in place between the parties.
- e. Effect of Termination.** Upon termination or expiry of any Order, the license and access rights applicable to such Order will immediately terminate. Upon termination or expiry of the Agreement, those provisions of the Agreement which by their nature are intended to survive will survive termination. Termination or expiry of the Agreement or any Order will not affect the accrued rights and obligations of the parties as at the date of expiry or termination. In the event Sitecore terminates the Agreement or any Order for Customer's material breach or insolvency, Customer is still obligated to pay any fees which have accrued prior to termination. In the event Customer terminates an Order for Sitecore's material breach or insolvency, Sitecore will refund the pro-rata share of any fees Customer has prepaid for the applicable Subscription Term under the Order.

12) PRICING, INVOICING AND TAXES

- a. Payment of fees.** The fees will be set forth in the applicable Order. Unless otherwise set forth in the applicable Order, payment terms for all fees are net 30 days from the date of a valid invoice issued by Sitecore. The invoice will be paid in the currency set forth in the applicable Order. An invoice shall be valid where the amounts invoiced are accurate and without regard to other referenced information including but not limited to purchase order number. With respect to a Sitecore Product or Hosted Services, unless otherwise set forth in Addendum B or the applicable Order, if at any time Customer exceeds its then-current Entitlement, then upon 15 days' prior notification Customer will automatically be upgraded to the next applicable pricing tier, and Sitecore will invoice Customer based on its then-current retail prices for such pricing tier. Additionally, with respect to SaaS Products, to aid in determining whether or not Customer has exceeded its then-current Entitlement, Customer shall keep track of its usage and provide such usage information upon reasonable request from Sitecore, where if not timely produced or if Sitecore has reasonable grounds to question its accuracy, Sitecore may, at its own expense, use an available market tool to gather such usage information, and where such usage information indicates that Customer has exceeded its then-current Entitlement, Sitecore will notify and invoice Customer as set forth in the preceding sentence. In the event of non-payment by Customer of a valid invoice, if Customer still fails to pay such invoice after being sent a 15 days' reminder notice to pay such invoice, Sitecore may, at its sole discretion, suspend the access or provision of the Sitecore Products and/or Services, or terminate the affected Order.
- b. Taxes.** Customer will be responsible for sales, use, value-added tax, and excise taxes and any like charges required to be collected by Sitecore with respect to the Sitecore Products and Services provided by Sitecore, and Sitecore will list those taxes and charges as separate line items on Sitecore's invoice. Sitecore will be responsible for all taxes based on the net income of Sitecore or any of its Affiliates. If Customer is exempt from transaction taxes, Customer will provide Sitecore with evidence of such tax-exempt status prior to entering into any Order.
- c. Interest.** Customer agrees to pay interest calculated at the rate of six percent (6%) per annum or the maximum amount permitted by law, whichever is less, of the total outstanding amount, for the time period the payment remains past due.

13) COMPLIANCE WITH LAWS

In performing its obligations under the Agreement, each party must comply with all Applicable Laws, including (where SaaS Products are made available, and/or Hosted Services are provided, under an Order) as set forth in the DPA.

14) GENERAL

- a. Anti-Bribery.** Each party will comply with all applicable anti-corruption laws and regulations, including without limitation the US Foreign Corrupt Practices Act of 1977 and the UK Bribery Act of 2010. Each party agrees that it will not, whether directly or through third parties, give, promise or attempt to give, or approve or authorize the giving of, anything of value to any person or any entity for the purpose of (i) securing any improper advantage for Sitecore or Customer, (ii) inducing or influencing a public official improperly to take action or refrain from taking action in order for either party to

obtain or retain business, or to secure the direction of business to either, or (iii) inducing or influencing a public official to use his/her influence with any government or public international organization for such purpose.

b. Assignment. Neither party may assign the Agreement, by operation of law or otherwise, except with the other party's written consent, which will not be unreasonably withheld or delayed, except that:

- i. Customer may assign the Agreement in its entirety, without Sitecore's consent, to a successor (whether by merger, sale of assets, sale of stock, or otherwise), upon written notice to Sitecore, if the assignment does not alter the scope and usage rights and parameters of any of the license(s) granted in the Sitecore Products and Services, and provided the assignee agrees in writing to assume Customer's obligations under the Agreement; and
- ii. Sitecore may assign the Agreement in its entirety, without Customer's consent, to a successor (whether by merger, sale of assets, sale of stock, or otherwise) or an Affiliate that agrees in writing to assume Sitecore's obligations under the Agreement,

and where any attempted assignment or transfer in violation of this Section will be void and of no force or effect.

c. Personnel. Sitecore will remain responsible for the acts and omissions of its Personnel in performance of the obligations under the Agreement.

d. Force Majeure. Neither party will be in default or otherwise liable for any delay or failure to perform under the Agreement (except payment obligations) if such delay or failure arises by any event beyond its reasonable control, including, but not limited to, work stoppages, acts of war or terrorism, civil or military disturbances, or nuclear or natural catastrophes; provided the non-performing party provides prompt notice to the other party, and such failure or delay could not have been prevented by reasonable precautions. In such event, the non-performing or delayed party will be excused from further performance for as long as such circumstances prevail and such non-performing or delayed party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay. In the event one party's lack of performance under this provision continues for more than 60 days, the other party may terminate the Agreement or the affected Order.

e. Relationship of the Parties. The relationship of the parties hereunder shall be that of independent contractors, and nothing herein shall be deemed or construed to create any employment, agency or fiduciary relationship between the parties. Sitecore will be responsible for the employment, supervision, direction, control and payment of its Personnel, including taxes, deductions and withholdings, compensation and any other legally required benefits. In no event will Personnel be deemed an employee, subcontractor, representative, or agent of Customer.

f. Waivers. All waivers must be in writing and signed by authorized representatives of the parties. Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

g. Severability. If any provision of the Agreement is adjudicated to be unenforceable, such provision will be deemed changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

h. Notices. Each party will send notices to the other party at its address stated in the applicable Order or at an address specified by the receiving party in writing, attention Legal Department. Email notices to Sitecore may be sent to legalnotice@sitecore.com. All notices sent under the Agreement will be in writing, properly addressed, and: (a) mailed by first-class or express mail or certified mail, as applicable, receipt requested; (b) sent by reputable overnight delivery service; (c) sent via email; or (d) personally delivered to the receiving party. Each notice will be deemed given upon receipt of that notice by the other party.

i. Entire Agreement; Order of Precedence. The Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings and communications, whether written or oral ("Pre-Contractual Statements"). Each party acknowledges that in entering into the Agreement (including any Order) it does not rely on any Pre-Contractual Statement made by or on behalf of the other party (whether made innocently or negligently) in relation to the subject matter of the Agreement, except those expressly set out in the Agreement. Each party agrees it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any Pre-Contractual Statement and hereby waives all rights and remedies which might otherwise be available to it in relation thereto. However, nothing in the Agreement shall limit or exclude the liability of either party arising out of any pre-contractual fraudulent misrepresentation or fraudulent concealment. In the event of conflict, the Agreement documents will have the following order of precedence: first the DPA, second these Master Terms, and then the applicable Order, save that specific exceptions or amendments to these Master Terms or the DPA may be agreed upon in writing by Customer and Sitecore under a particular Order by specifically referencing the language that the parties agree to override or amend, in which case such specific exceptions or amendments in the Order will take precedence over the DPA and/or these Master Terms. Exceptions will apply only for the Order in which

they are included and will not amend, cancel, or waive any provision of these Master Terms for any other Order. The Agreement may be amended only by a written document signed by both parties specifically noting its intent to amend. Any additional terms or conditions contained in any purchase orders, acknowledgments, invoices, click-through license agreements or other documents delivered, provided, or made available in connection with the Agreement will be of no force and effect, regardless of any failure by Sitecore to object to such terms, provisions or conditions.

15) GOVERNING LAW, JURISDICTION AND GEO-SPECIFIC TERMS

Governing law, jurisdiction, and other geo-specific terms are specified in Addendum E.

16) DEFINITIONS

The below terms shall have the meanings given to them in this Section 16. Other terms may be defined elsewhere in these Master Terms or in the DPA or an Order. Terms defined below but not used in these Master Terms may be used in an Order and/or the DPA.

- a. **"Affiliate"** means any person or entity directly or indirectly Controlling, Controlled by, or under common Control with, a party, as of or after the Effective Date, for so long as that relationship is in effect (including affiliates subsequently established by acquisition, merger or otherwise), where **"Control"** means an ownership, voting or similar interest representing more than fifty percent (50%) of the voting shares or otherwise having the power to direct the management of the entity.
- b. **"Applicable Laws"** means: (i) in the case of Sitecore, applicable laws, rules, regulations, and ordinances of any governmental body relating to the provision of the Sitecore Products or Services; and/or (ii) in relation to the Customer, applicable laws, rules, regulations, and ordinances of any governmental body relating to the receipt or use of the Sitecore Products or Services by the Customer.
- c. **"Authorized Third Parties"** means any subcontractors, agents or other third parties authorized by Customer to perform services related to the Sitecore Products or Hosted Services on behalf of Customer.
- d. **"Consulting Services"** means the professional consulting services described in the table at the beginning of these Master Terms and specified in the relevant Order.
- e. **"Customer Data"** means any data, content, materials, video, graphics, recordings, or text, including Personal Data, provided to Sitecore by Customer, Customer's Authorized Third Parties, or Customer's customers, through use of the SaaS Products or Hosted Services.
- f. **"Customer Materials"** means any documents, software, technical information or other materials made available by Customer for Sitecore's use in performing the Consulting Services.
- g. **"Data Processing Addendum"** or **"DPA"** means the Sitecore data processing addendum available at <https://www.sitecore.com/legal/dpa> as of the Effective Date.
- h. **"Deliverables"** means any document, report, code or other tangible development work provided by Sitecore to Customer as part of (i) the Consulting Services under an Order or (ii) other ancillary services, exclusive of Customer Materials.
- i. **"Documentation"** means the resources made available setting forth the then-current functional, operational, and performance capabilities of, and the required configurations and specification for acceptable use of, the Sitecore Products and Hosted Services, including as set forth on <http://doc.sitecore.com>, as may be updated from time to time (and where such updates affect functionality or performance capabilities of the relevant Sitecore Product, Sitecore agrees that such updates shall be commercially reasonable, with both parties acknowledging the need to continually improve and advance the technology of the relevant Sitecore Product).
- j. **"GenAI Functionality"** means generative AI services, features or functions made available as part of the SaaS Products or Hosted Services.
- k. **"Hosted Services"** means the cloud hosting services described in the table at the beginning of these Master Terms and specified in the relevant Order.
- l. **"Permitted Usage"** means, in relation to a Sitecore Product or the Hosted Services, the permitted usage stated in relation to such Sitecore Product or Hosted Service in the applicable Order.
- m. **"Personal Data"** means any Customer Data relating to an identified or identifiable natural person, or as otherwise defined under applicable law, but expressly excluding Restricted Data.

- n. **"Personnel"** means Sitecore's and its Affiliates' employees and officers.
- o. **"Restricted Data"** means financial records, credit card data, personal health information, and any other data requiring a standard of protection greater than that set forth in the DPA.
- p. **"SaaS Products"** means the software-as-a-service products described in the table at the beginning of these Master Terms and specified in the relevant Order.
- q. **"Services"** means any Consulting Services, Training Services or Hosted Services that Sitecore performs or provides under the Agreement.
- r. **"Sitecore Products"** means the Software and SaaS Products.
- s. **"Sitecore Technology"** means any software, hardware, processes, user interfaces, algorithms and other technology used by Sitecore to provide the Hosted Services or SaaS Products.
- t. **"Sitecore Usage Policy"** means the restrictions and limitations applicable to relevant Hosted Services or SaaS Products, which is available at <https://www.sitecore.com/legal/usage-policy>.
- u. **"Software"** means the proprietary software products provided on a subscription basis as described the table at the beginning of these Master Terms and as specified in the relevant Order.
- v. **"Subscription Term"** means the term of Customer's license to use and/or access the Software, Services or SaaS Products, as further described and defined in the applicable Order.
- w. **"Support"** means the support and maintenance services as set forth at <https://kb.sitecore.net/articles/583182>, at the level indicated in the applicable Order.
- x. **"Third Party Technology"** means any third party applications or services provided by Customer or a third party (even if payment is arranged through Sitecore but the contractual relationship is between Customer and the third party) for integration or use with Sitecore Products and Services.
- y. **"Training Materials"** means any document, report, assessment, code, audio, video, simulation, or product information provided by Sitecore as part of the Training Services.
- z. **"Training Services"** means the professional training services as described in the table at the beginning of these Master Terms and as specified in the relevant Order.
- aa. **"Usage Data"** means any data collected by Sitecore, or to which Sitecore has access under the Agreement, as a result of Customer's use of the SaaS Products and Hosted Services, but excluding Customer Data. Usage Data includes e.g., login frequency or durations, feature or functionality usage, successful connections, configuration, and page views.