

Terms of Service

Effective as of September 15, 2025

Other versions of this document

Before reading this Contentful Terms of Service, we strongly encourage you to read the FAQ located at <https://www.contentful.com/legal/faq/> to familiarize yourself with the Subscription Services. The FAQ is for informational purposes only and will not be incorporated into or become part of the Agreement.

To be eligible to register for a Contentful account and use the Subscription Services, you must review and accept the terms of this Agreement by clicking on the “Signup” button or other mechanism provided. IF YOU ARE REGISTERING FOR A CONTENTFUL ACCOUNT OR USING THE SUBSCRIPTION SERVICE ON BEHALF OF AN ENTITY OR OTHER ORGANIZATION THAT IS THE END USER OF THE SUBSCRIPTION SERVICES, THEN YOU ARE AGREEING TO THIS AGREEMENT FOR THAT ENTITY OR ORGANIZATION AND REPRESENTING TO CONTENTFUL THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY OR ORGANIZATION TO THIS AGREEMENT (AND, IN WHICH CASE, THE TERM “CUSTOMER” WILL REFER TO THAT ENTITY OR ORGANIZATION). THE EXCEPTION TO THIS IS IF THAT ENTITY OR ORGANIZATION THAT IS THE END USER HAS A SEPARATE CONTRACT WITH CONTENTFUL OR AN AUTHORIZED CONTENTFUL PARTNER COVERING ONE OR MORE ACCOUNTS AND USE OF THE SUBSCRIPTION SERVICES, IN WHICH CASE THAT CONTRACT WILL GOVERN THE SUBSCRIPTION SERVICES WITH RESPECT TO THOSE ACCOUNTS ONLY.

PLEASE REVIEW THIS AGREEMENT CAREFULLY. BY ACCEPTING THIS AGREEMENT OR USING THE SUBSCRIPTION SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS WITH THE CONTENTFUL ENTITY INDICATED BELOW. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU SHOULD NOT CLICK THE “SIGNUP” BUTTON OR OTHER MECHANISM PROVIDED AND YOU MUST NOT USE THE SUBSCRIPTION SERVICES.

1. Definitions.

Capitalized terms shall have the meaning set forth in this Section 1 or as defined in the body of this Agreement.

“Affiliates” means any subsidiary, parent or sibling entity in a group of companies that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with another entity of the same group of companies. Control means the direct or indirect ownership of 50% or more of the voting power or equity in an Affiliate or de facto control by an entity of the same group of companies of another Affiliate’s decision making.

“Agreement” means these Contentful Terms of Service including any incorporated attachments, addenda, exhibits and terms.

“Confidential Information” means any information or data disclosed by either party marked or otherwise designated as confidential or proprietary or that should otherwise be reasonably understood to be confidential considering the nature of the information and the circumstances of disclosure. However, “Confidential Information” does not include any information which (a) is in the public domain through no fault of the receiving party; (b) was known to the receiving party, without restriction, prior to disclosure by the disclosing party; (c) was disclosed to the receiving party, without restriction, by another person with the legal authority to do so; or (d) is or was

independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information.

"Contentful" means:

Contentful GmbH of Max-Urich-Straße 3, 13355 Berlin, Germany if Customer is located in Europe, the United Kingdom, Middle East, Africa, or Asia; or

Contentful Inc. of 1801 California Street, Suite 4600, Denver, CO 80202, U.S.A. if Customer is located in the Americas, Australia or New Zealand.

"Customer" means you as the end user of the Subscription Services or the entity you represent as set forth above.

"Customer Content" means any data or content submitted to and managed by Customer in the Subscription Services.

"Documentation" means the printed and digital instructions, on-line help files, technical documentation and user manuals made available by Contentful for the Subscription Services, as updated from time to time.

"Subscription Services" means the cloud-based content management and publication platform as a service offering, including related programs, functions and services provided by Contentful to Customer (including, as applicable, Contentful APIs).

2. Provision of Subscription Services.

Subject to the terms of this Agreement Contentful will make the Subscription Services available to Customer and hereby grants Customer a non-exclusive right to access and use the Subscription Services and Documentation during the term of this Agreement, including the right to write and execute software applications or websites ("**Customer Applications**") that interface with the Subscription Services.

2.1 Customer Responsibilities. Customer must (a) comply with the Contentful Acceptable Use Policy available at <https://www.contentful.com/legal/acceptable-use-policy/>, which is hereby incorporated by reference into this Agreement; (b) be responsible and liable for (I) all use of the Subscription Services and Documentation under its account and (II) the accuracy, quality, integrity and legality of Customer Content and Customer Applications; (c) use commercially reasonable efforts to (Y) prevent unauthorized access to or use of the Subscription Services via Customer Applications or Customer accounts and (Z) configure its systems in a way to reasonably prevent unauthorized users from accessing Customer Applications and Customer accounts; (d) notify Contentful promptly of any unauthorized access to or use of Subscription Services in breach hereof, (and Customer hereby permits Contentful to deactivate such compromised accounts or users); (e) back up any data and information used in conjunction with the Subscription Services separately and at regular intervals; and (f) be responsible for obtaining and maintaining any equipment, software and ancillary services needed to use the Subscription Services, including as set forth in the Documentation. Customer will be solely responsible for its failure (and Contentful will have no liability for such failure) to maintain such equipment, software and services, or to use the current version of the APIs made available by Contentful or the current version of the software development kits ("**SDKs**"). SDKs are made available by Contentful on GitHub separately, as a convenience, but are not required for Customer's use of the Subscription Services. With Customer's advance permission (which may

be by email or other reasonably documented means), Contentful may log into user accounts to debug the Subscription Services.

2.2 Changes.

(a) Subscription Service. Contentful may modify or republish the Subscription Services and reserves the right to discontinue individual features within the Subscription Services from time to time and will provide notice of such changes to Customer via the Subscription Services web portal/website.

(b) Terms. Contentful may revise this Agreement from time to time for any reason and at its sole discretion. If Contentful does revise this Agreement, the revised Agreement will supersede prior versions. Unless Contentful says otherwise, revisions will be effective upon the effective date indicated at the top of this Agreement. Contentful encourages Customer to check the effective date of this Agreement whenever Customer visits Contentful's website or account portal. Customer's continued access or use of the Subscription Services constitutes Customer's acceptance of any revisions. If Customer objects to the changes in writing to Contentful, the Agreement remains unchanged and Contentful then has the right to terminate the Agreement upon notice to Customer.

3. Fees and Payment

3.1 Fees. Customer agrees to pay the subscription fees, additional usage fees and other fees set forth in Contentful's standard schedule of fees, as may be updated from time to time, or any other service orders for the Subscription Services provided by Contentful and signed by Customer and Contentful referencing this Agreement. Fees are quoted and payable in either United States Dollars or Euros depending on Customer's location and all payment obligations are non-cancelable and non-pro-ratable for partial months, and fees paid are non-refundable.

3.2 Payment. Subject to certain credit requirements as determined by Contentful, Contentful may permit Customer pay amounts due under this Agreement in arrears. If permitted, Customer shall make all of the payments due hereunder within thirty (30) days of the date of the invoice. If Customer is overdue on any payment and fails to pay within ten (10) business days of a written notice of Customer's overdue payment, then Contentful may assess, and Customer must pay a late fee of either 1.5% per month, or the maximum amount allowable by law, whichever is less. Contentful may suspend Customer's account until full payment including any late fees is received.

3.3 Net of Taxes. All fees are exclusive of any applicable use, sales, value added, excise and other similar taxes and government charges (collectively, "**Taxes**"). Taxes do not include any taxes on the net income of Contentful or any of its Affiliates. Unless Customer qualifies for a jurisdictional value added/sales/use excise or similar tax exemption and provides Contentful with all necessary documentation Contentful may require (for example a valid certificate of Direct Pay Permit) and provided that Contentful separately states any such taxes on the applicable invoice Customer will not withhold any Taxes from any amounts due to Contentful, except to the extent required under mandatory local law. In the event Customer is obliged to withhold taxes, Customer will inform Contentful accordingly in writing (email sufficient) as soon as the obligation to withhold taxes becomes known and will assist Contentful at no charge in obtaining any mitigations, exemptions and/or refunds as may be available under any applicable law, including any double taxation treaties. In particular, Customer will provide Contentful, at no charge and in a timely manner, with any and all information, document or confirmation required

for Contentful to avail itself of any exemptions, mitigations or reductions of any such withholding tax under any applicable law, including any double taxation treaties.

4. Proprietary Rights and Confidentiality

4.1 Contentful's Ownership Rights. As between the parties, Contentful retains all right, title and interest in all its trademarks, service marks, logos and domain names ("**Contentful Marks**") and patents, copyrights, trade secrets, and other intellectual property rights in and to all Subscription Services, and any and all related and underlying technology and documentation, and any derivative works, modifications, or improvements of any of the foregoing, including any Feedback (as defined below), (collectively, "**Contentful Technology**"). Except for the express limited rights set forth in this Agreement, no right, title or interest in or to any Contentful Technology or Contentful Marks is granted to Customer.

4.2 Feedback. Contentful has full, unencumbered right, title and license, without any obligation to compensate or reimburse Customer, to use, incorporate and otherwise fully exercise and exploit any suggestions or comments Customer provides for enhancements improvements, new features, additional functionality or any other feedback (collectively, "**Feedback**") with respect to the Contentful Technology now or in the future. Feedback will not include any Customer Content or Customer Confidential Information. Feedback is provided by Customer "as-is" without any warranties.

4.3 Customer's Ownership Rights. As between the parties, Customer retains all right, title and interest in all its trademarks, service marks, logos, domain names, Customer Content and Customer Applications. Customer grants to Contentful a revocable, fully-paid, non-exclusive, worldwide license to copy, distribute and use Customer Content for the sole purpose of providing the Subscription Services to Customer.

4.4 Confidentiality. Each party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (I) not use Confidential Information of the other party for any purpose outside the scope of this Agreement; (II) only disclose Confidential Information to its Affiliates, employees, officers, directors, attorneys, auditors, financial advisors and other representatives who have a need to know and are legally bound to keep such information confidential by confidentiality obligations at least as stringent as those herein; or as required by law or court of competent jurisdiction. If required by law or a court of competent jurisdiction, the party disclosing the other's information will (to the extent legally permitted) (a) provide the other with (i) prior written notification thereof and (ii) the opportunity to contest such disclosure; and (b) use reasonable efforts to minimize such disclosure. Each party will promptly notify the other in writing (email sufficient) if it becomes aware of any unauthorized disclosure of Confidential Information of the other party. Each party acknowledges that Confidential Information is unique and unauthorized disclosure of Confidential Information may cause substantial harm for which damages alone might not be a sufficient remedy, and therefore upon any such disclosure (or threat thereof), the other party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it may have at law.

4.5 Aggregated Information. Contentful may aggregate, collect, or analyze information relating to the provision, use and performance of the Subscription Services ("**Service Data**") and may use (during and after the term hereof) such Service Data to develop and improve the Subscription Services and other Contentful offerings, including disclosure of such Service Data

to third parties in an aggregated and anonymized format such that no Customer nor any individual or household can be identified or re-identified, and no Customer Content, Customer Applications, or Customer Confidential Information are disclosed. As between the parties, Contentful owns all right, title and interest in Service Data.

5. Warranties and Disclaimers

5.1 Mutual Warranty. Each party warrants that it has the authority to enter into this Agreement.

5.2 Contentful. Contentful warrants that it will, consistent with prevailing industry standards, maintain the Subscription Services in a manner which minimizes errors in the Subscription Services, and that the Subscription Services will substantially conform to the Documentation. The foregoing warranties shall not apply to any errors or defects in the Subscription Services resulting in whole or in part from: (a) Customer's use of the Subscription Services in a manner not conforming with the terms herein, including but not limited, any use of the Subscription Services in violation of the Acceptable Use Policy; (b) modification of the Subscription Services by or on behalf of Customer without Contentful's express, prior, written consent; (c) Customer Content or Customer Applications; or (d) Customer's use of any third party applications, portions of applications, products or services.

5.3 Customer. Customer warrants that it has the necessary right, title, license, consent, permission, waivers and releases to use, make available and distribute Customer Applications and Customer Content in connection with the Subscription Services.

5.4 WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH HEREIN AND TO THE EXTENT NOT PROHIBITED BY LAW, (A) CONTENTFUL DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND GUARANTEES THAT THE SUBSCRIPTION SERVICES WILL OPERATE WITHOUT ERROR OR INTERRUPTION OR WILL BE FREE OF VULNERABILITIES AND (B) EACH PARTY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND GUARANTEES, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. **FOR ANY FREE OR TRIAL USE OF THE SUBSCRIPTION SERVICES BY CUSTOMER, THE WARRANTIES ABOVE IN SECTION 5.2 SHALL NOT APPLY TO CUSTOMER AND THE WARRANTY DISCLAIMER IN THIS SECTION 5.4 SHALL OTHERWISE APPLY.**

5.5 Warranty Remedies. Customer will notify Contentful of any Subscription Services non-conformance under Section 5.2 (Contentful Warranty) without undue delay and in no case later than within 30 days of the date on which the condition giving rise to the claim first arose. Provided that Customer notifies Contentful within such time and provides reasonable evidence of the non-conformance, Contentful will correct the non-conformance at no additional charge. If Contentful does not re-perform or correct such non-conforming Subscription Services as warranted within a reasonable time, Customer may terminate the Agreement immediately by written notice. The foregoing remedy is Customer's sole and exclusive remedy in case of a breach of the limited warranty above.

6. Indemnification

6.1 Indemnification by Contentful.

(a) Contentful will indemnify and defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party to the extent alleging that the use of the Subscription Services as permitted hereunder infringes or misappropriates a third party's

valid patent, copyright, trademark or trade secret (“**Claim**”) and will pay all damages and costs finally awarded against Customer or as set forth in any approved settlement as a result of such Claim.

(b) The foregoing obligations of Contentful are subject to (i) Customer providing written notice to Contentful of such Claim within 30 days of becoming aware of such Claim and furnishing Contentful with a copy of each communication, notice or other document relating to such Claim (provided that Customer’s failure to give such notice, or any delay in giving such notice, shall not relieve Contentful of its indemnification obligations under this Agreement except to the extent Contentful is actually prejudiced by any such failure or delay); (ii) Contentful having the sole and exclusive authority to defend and/or settle any such Claim (provided that Contentful may not settle any Claim without Customer’s prior written consent – which consent will not be unreasonably withheld, conditioned or delayed – unless the settlement unconditionally releases Customer of all related liability and provides for no admission of guilt by Customer); and (iii) Customer reasonably cooperates with Contentful, at Contentful’s cost, in connection therewith.

(c) If the use of the Subscription Services by Customer has become, or in Contentful’s opinion is likely to become, the subject of any Claim, Contentful may at its option and expense (i) procure for Customer the right to continue using and receiving the Subscription Services as set forth hereunder; (ii) replace or modify the Subscription Services to make them non-infringing (with comparable functionality); or (iii) if the options in clauses (i) or (ii) are not reasonably and commercially practicable, terminate this Agreement and provide a pro rata refund of any prepaid fees.

(d) Contentful and its Affiliates have no liability or obligation with respect to any Claim to the extent such Claim is caused by (i) compliance with designs, guidelines, plans or specifications provided by Customer; (ii) use of the Subscription Services by Customer not in accordance with the terms herein; (iii) modification of the Subscription Services by or on behalf of Customer without Contentful’s express, prior, written consent; (iv) Customer Content or Customer Applications; or (v) the combination, operation or use of the Subscription Services with other applications, portions of applications, products or services where the Subscription Services would not by themselves be infringing. Contentful shall not be obligated or responsible for any settlement entered into or damages arising from admissions by Customer without Contentful’s prior written consent.

6.2 Indemnification by Customer. Customer will indemnify and defend Contentful against any claim made or brought against Contentful by a third party (i) arising from Customer’s violation of the Contentful Acceptable Use Policy; or (ii) alleging that the Customer Content, or the or Customer Applications infringes or misappropriates a valid patent, copyright, trademark or trade secret and will pay all damages and costs finally awarded against Contentful or as set forth in any approved settlement as a result of such claim. The procedures set forth in Section 6.1(b) apply with respect to the foregoing indemnification obligations of Customer.

6.3 THIS SECTION 6 STATES EACH PARTY’S AND ITS AFFILIATES’ SOLE AND EXCLUSIVE LIABILITY AND OBLIGATION, AND EXCLUSIVE REMEDY, FOR ANY CLAIM RELATED TO INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS TO THE EXTENT PERMITTED BY LAW.

7. Limitation of Liability

7.1 EXCEPT AS SET FORTH IN SECTION 7.3 AND 7.4 BELOW, NEITHER PARTY WILL BE LIABLE FOR (A) ANY INDIRECT, EXEMPLARY, LOST PROFITS, LOST REVENUE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; OR (B) ERROR OR INTERRUPTION OF USE, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICE OR TECHNOLOGY, OR LOSS OF BUSINESS OR DATA.

7.2 EXCEPT AS SET FORTH IN SECTION 7.3 AND 7.4 BELOW, NEITHER PARTY WILL BE LIABLE FOR ANY AMOUNTS THAT EXCEED THE CUMULATIVE FEES INVOICED TO CUSTOMER UNDER THE AGREEMENT IN THE 12 MONTHS PRECEDING THE DATE IN WHICH LIABILITY AROSE EXCEPT FOR DAMAGES ARISING UNDER A BREACH OF SECTION 4.5 (CONFIDENTIALITY) OR A BREACH OF SECTION 9 (SECURITY AND DATA PROTECTION) WHICH SHALL NOT EXCEED TWO TIMES (2X) THE CUMULATIVE FEES INVOICED TO CUSTOMER UNDER THE AGREEMENT IN THE 12 MONTHS PRECEDING THE DATE IN WHICH LIABILITY AROSE.

7.3 EXCEPT AS SET FORTH IN SECTION 7.4 BELOW, THE LIMITATIONS OF LIABILITY IN THIS SECTION 7 DO NOT APPLY TO A) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, B) EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, C) CUSTOMER'S PAYMENT OBLIGATIONS, OR (D) LIABILITY ARISING FROM PERSONAL INJURY, DEATH, OR DAMAGE TO TANGIBLE PROPERTY.

7.4 WITH RESPECT TO ANY FREE OR TRIAL USE OF THE SUBSCRIPTION SERVICES BY CUSTOMER AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CONTENTFUL'S CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED USD \$500.

7.5 THE PARTIES AGREE THAT THE LIMITATIONS OF LIABILITY IN THIS SECTION 7 SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW AND SHALL APPLY UNDER ANY CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OR ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

8. Term and Termination

8.1 Term. The term of this Agreement will commence on the date this Agreement is accepted by Customer (and Contentful, if applicable) and continue until Customer's account is terminated as set forth below or the end or termination of the trial or Proof of Concept.

8.2 Termination. Customer may terminate Customer's account at any time through the account management tools made available through the Subscription Services. Contentful may terminate or suspend Customer's account for any reason upon 30 days' notice to Customer. Additionally, Contentful may terminate or suspend Customer's account immediately upon notice in the event Customer commits any breach of any provision of this Agreement. Contentful may also terminate or suspend Customer's account immediately for cause if, subject to applicable law, upon Customer's liquidation, commencement of dissolution proceedings, disposal of Customer's assets or change of control, a failure to continue business, assignment for the benefit of creditors, or if Customer becomes the subject of bankruptcy or similar proceeding. If Contentful suspends Customer's account, Contentful will notify Customer. Customer is not due any refunds in the event of any suspension or termination of Customer's account for any reason.

8.3 Survival. Upon termination of this Agreement all rights and obligations will immediately terminate except that any terms or conditions that by their nature should survive such termination will survive, including the access and use restrictions and terms and conditions relating to proprietary rights and confidentiality, disclaimers, indemnification, limitations of liability and termination and the general provisions below.

9. Security, and Data Protection and Data Portability.

Contentful shall maintain appropriate administrative, physical, and technical safeguards designed to protect the security of the Subscription Services and Customer Content in accordance with the Security Addendum available at

<https://www.contentful.com/legal/security-standards/>. If Customer's use of the Subscription Services involves Contentful processing personal data on behalf of Customer, the terms of the Contentful Data Processing Addendum available at <https://www.contentful.com/legal/us/data-processing-addendum-for-customers/privacy/> shall apply. If the EU Data Act (Regulation (EU) 2023/2854, as amended or replaced) applies to Customer's use of the Subscription Services, the terms of Contentful's EU Data Act Addendum, available

at <https://www.contentful.com/legal/eu-data-act-addendum/>, shall apply. **FOR ANY FREE, TRIAL, OR PROOF OF CONCEPT USE OF THE SUBSCRIPTION SERVICES BY CUSTOMER, (I) CUSTOMER IS STRICTLY PROHIBITED FROM PROVIDING ANY REGULATED OR SENSITIVE INFORMATION, INCLUDING PERSONAL INFORMATION, FOR CONTENTFUL TO PROCESS; AND (II) CUSTOMER'S USE OF THE SUBSCRIPTION SERVICES IS STRICTLY LIMITED TO NON-PRODUCTION USE CASES.**

10. General

10.1 Compliance with Laws. Each party agrees to abide by all laws, ordinances and regulations (whether international, federal, state, local or provincial) applicable to the respective party in its performance under this Agreement.

10.2 Policy Updates. All then-current policies and terms as of the Effective Date referenced in this Agreement via URL shall be deemed incorporated into this Agreement and as applicable, executed by the parties. Contentful may update or modify the foregoing from time to time during the term of this Agreement and will be effective upon publication by Contentful ("**Policy Updates**"). Customer may sign up to receive notifications of Policy Updates at the URLs.

10.3 Export Compliance. Each party will comply with applicable export control and economic sanctions laws and regulations when providing or using the Subscription Services. Without limiting the foregoing, (i) each party warrants that neither it nor any party that wholly or partially owns a party is listed on or acting on behalf of and will not act on behalf of any E.U. or U.S. government list of prohibited or restricted parties or organized, headquartered or located in (or a national of) a country that is subject to an E.U. or U.S. government embargo or that has been designated by the E.U. or the U.S. government as a "terrorist supporting" country (an "Embargoed Jurisdiction" currently Afghanistan, Cuba, Crimea, Iran, North Korea, Syria and Venezuela), (ii) Customer will not (and will not permit any third parties to) access or use the Subscription Services from an Embargoed Jurisdiction or in violation of any E.U. or U.S. export embargo, prohibition or restriction, and (iii) Customer will not submit to Contentful or in the Subscription Services any information that is controlled under the U.S. International Traffic in Arms Regulations.

10.4 Assignment and Delegation. Neither party may assign or otherwise transfer this Agreement, in whole or in part, without the other party's prior written consent, except that either party may assign this Agreement without consent (i) to a successor to all or substantially all of its assets or business; or (ii) to an Affiliate of such party. In addition, Customer agrees that Contentful may perform its obligations through an Affiliate, provided that Contentful remains responsible for its obligations hereunder and liable for such Affiliate's performance as if it were Contentful. Any attempted assignment, delegation or transfer by either party in violation hereof will be null and void. Subject to the foregoing, this Agreement will be binding on the parties and their respective successors and assigns.

10.5 Amendment and Waiver. Except as expressly stated herein, no amendment or modification to this Agreement, nor any waiver of any rights hereunder, will be effective unless executed in writing by a duly authorized representative of each party. Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of present or future enforcement of that or any other provision.

10.6 Unenforceability. If a court of competent jurisdiction determines that any provision of this Agreement is invalid, illegal, or otherwise unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of the Agreement will remain in full force and effect and bind the parties according to its terms.

10.7 Governing Law and Jurisdiction. If this Agreement is with Contentful Inc., this Agreement will be governed by the laws of the State of Delaware, USA, exclusive of its rules governing choice of law and conflict of laws and all disputes arising out of this Agreement will be subject to the exclusive jurisdiction and venue of the state and federal courts of the State of Delaware and the parties hereby consent to the personal jurisdiction of these courts. If this Agreement is with Contentful GmbH, this Agreement will be governed by the laws of England and Wales and all disputes arising out of this Agreement will be subject to the exclusive jurisdiction and venue of the courts of England and Wales and the parties hereby consent to the personal jurisdiction of these courts. The United Nations Convention on Contracts for the International Sale of Goods will not apply. In the event of actual or threatened breach of confidentiality obligations or the Contentful Acceptable Use Policy, the non-breaching party may seek specific performance, immediate injunctive and other equitable relief in any competent court without prejudice to any other rights or remedies.

10.8 Notices. Contentful may give notices to Customer via the Subscription Services web portal/website or email to the email registered in Customer's account. Notices given in writing must be by personal delivery, certified mail, return receipt requested, or by overnight delivery. Notices to Contentful must be in writing sent to the following address, as applicable: Attn: Legal with a copy, which shall not constitute a legal notice, to legal@contentful.com and (i) Contentful GmbH, Max-Urich-Straße 4, 13355 Berlin, Germany or (ii) Contentful Inc., 1801 California Street, Suite 4600, Denver, CO 80202.

10.9 Entire Agreement. This Agreement, including linked terms incorporated by reference, comprises the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous proposals, statements, sales materials or presentations and agreements (oral and written). No oral or written information or advice given by Contentful, its agents or employees will create a representation, warranty or guarantee or in any way increase the scope of the warranties in this Agreement. No terms or conditions stated in a Customer purchase order, vendor or partner onboarding process or web portal, or any other

Customer order documentation will be incorporated into or form any part of this Agreement, and all such terms or conditions will be null and void, notwithstanding any language to the contrary therein. If Customer and Contentful execute a service order referencing this Agreement, such service order will control in the event of any conflict or inconsistency with the terms of this Agreement.

10.10 Force Majeure. Neither party will be deemed in breach hereunder for any cessation, interruption or delay in the performance of its obligations due to causes beyond its reasonable control ("Force Majeure Event"), including but not limited to earthquake, flood, or other natural disaster, "acts of God", pandemic or similar outbreak, labor controversy, civil disturbance, terrorism, war (whether or not officially declared), cyber-attacks (e.g., denial of service attacks), or the inability to obtain sufficient supplies, transportation or other essential commodity or service required in the conduct of its business, or any change in or the adoption of any law, regulation, judgment or decree.

10.11 Government Terms. Contentful provides the Subscription Services, including related software and technology, for ultimate federal government end use solely in accordance with the terms of this Agreement. If Customer (or any of its customers) is an agency, department, or other entity of any government, the use, duplication, reproduction, release, modification, disclosure or transfer of the Subscription Services or any related software technology or Documentation of any kind, including technical data and manuals, is restricted by the terms of this Agreement. All other use is prohibited and no rights other than those provided in this Agreement are conferred. The Subscription Services were developed fully at private expense.

10.12 Independent Parties. Nothing in this Agreement creates a partnership, joint venture, personnel leasing or agency relationship between the parties.

10.13 Third-Party Beneficiaries. Except as expressly set forth in this Agreement, there are no third-party beneficiaries under this Agreement.