

WEBFLOW'S MASTER SUBSCRIPTION AGREEMENT ("MSA") GUIDE*

Thank you for your interest in Webflow! As you begin reviewing the attached MSA, we thought it would help to provide some preliminary background information about Webflow's software-as-a-service ("**SaaS**") platform and proactively answer some common questions from our customers. Our Legal (and cross-functional) teams regularly revisit our MSA to ensure it remains consistent with Webflow's current product offerings and reasonably allocates the risk amongst the parties (taking into account the practical reality of how customers use our one-to-many platform as well as established industry standards). Accordingly, while we are happy to answer any questions or provide further context, in order to maintain consistency and parity across our customer base at scale we do not materially deviate from these standardized positions.

What is Webflow?

[Webflow](#) is a subscription-based, no-code visual web design and development SaaS platform that allows users to design, launch, and host visually powerful, completely custom professional websites at scale (aka "**Website Content**"). As a cloud-based SaaS provider, customers access Webflow via the Internet. Webflow currently uses Amazon Web Services ("**AWS**") as a hosting provider and Fastly's CDN to ensure your website visitors (aka "**End Users**") can view your websites reliably at high speed. While there are various plans available, they are all delivered from a common infrastructure with varying levels of functionality and features.

What does it mean for Webflow's MSA to be "Certified" by TermScout?

[TermScout](#) is a contract data and analysis platform that utilizes a combination of AI and experienced contract professionals to objectively rate contracts (with a remarkable accuracy of [99%](#)). Webflow's primary goal in having an independent third party audit and assess the reasonableness of our MSA is to provide a mutually-acceptable SaaS contract that reduces friction and time in the buying process for our potential customers. We're thus pleased to announce that Webflow's MSA was determined to be **more customer-favorable than 96%** of over 1,000 related vendor contracts analyzed, with a **customer favorability score of 70% (and no deal breakers)**. This achievement validates the hard work Webflow's Legal and cross-functional teams have done over the years to streamline the contracting process by providing not just a balanced contract for our potential customers, but one that actually favors them.

How does Webflow protect the data submitted to/via the Platform?

At Webflow, we take security seriously and are constantly looking to not only improve the security of the Platform, but also how we conduct business on a daily basis. Regardless of which plan you purchase, Webflow maintains a demonstrated commitment to security protections for all customers (including compliance with industry standards such as ISO 27001 and the CIS Critical Security Controls) and we invite you to visit <https://trust.webflow.com/> where you can view our security whitepaper and obtain additional security documentation such as our latest SOC 2 Type II report, ISO 27001 certification, and other certifications. Webflow is primarily hosted on AWS, giving us access to the benefits AWS provides its customers such as physical security, redundancy, scalability, and key management. Webflow also uses SSL Encryption to protect any data you submit from unauthorized access, and any communication between Webflow users and the Webflow Application is encrypted-in-transit. All databases and backups are encrypted at rest.

What data privacy commitments does Webflow provide?

Webflow will process Personal Information in accordance with our [Data Processing Addendum](#) ("**DPA**"). Webflow's DPA sets forth each party's obligations required under GDPR, CCPA, and related privacy laws. Webflow transfers Personal Information to the United States by utilizing the [Data Privacy Framework](#) as its primary transfer mechanism and the updated Standard Contractual Clauses as its fallback transfer mechanism. Webflow's DPA includes applicable privacy commitments required under the California Consumer Privacy Act (CCPA) as amended by the California Privacy Rights Act (CPRA). Webflow updates our DPA from time to time to reflect developments in privacy law and updates to the Platform.

Does Webflow take care of General Data Protection Regulation ("**GDPR**") compliance for customers?

GDPR imposes different obligations on data controllers and data processors and each must ensure its own respective compliance. A controller determines how personal data is processed and for what purposes. A

Please note this MSA Guide is for explanatory purposes only and each party hereby acknowledges and agrees that nothing contained herein shall form any binding part of the Agreement

processor processes the personal data on behalf of the controller. If you sign Webflow's MSA to access and use the Platform and GDPR applies to your use case(s), Webflow will be acting as your processor in your use of the Platform and you will be the controller. Please note that Webflow does act as a *limited* data controller specifically (and solely) with regards to your company business contact information (e.g., employee contact or log-in information); please see Section 2 of our [DPA](#) for more information. Ultimately, as each customer can customize their use of the Platform, it is your decision whether a DPA is necessary for your purposes.

Can we use our company's MSA or security/privacy exhibits?

Respectfully, no. Webflow is transparent and consistent in our approach to straightforward contracting. Non-Webflow contractual documents are not accurately tailored to the Webflow Platform, often fail to reasonably allocate the risk between the parties, and inevitably require considerable cross-functional resources and customization to review, causing significant delays to the contracting and onboarding process. We endeavor to make our security and privacy practices, including our third-party audit reports, transparent and available so that customers are comfortable with our levels of protection. Accordingly, in order to maintain a consistent, scalable approach equitable to our broad customer base, we require leveraging our tailored documents if you wish to move forward with using Webflow.

Why doesn't Webflow allow Termination for Convenience ("TFC")? Why is auto-renewal required?

Our customers access and use the Platform on an annual subscription basis and, consistent with SaaS industry standards, TFCs (for either party) are nonstarters. As Webflow often releases additional features and functionality at no additional charge during the Subscription Term, TFC provisions undermine our business model and devalue the benefits of such updates. Relatedly, we also require maintaining the essence of our auto-renewal provision (also consistent with industry standards) as this prevents us from having to shut down a customer's website(s) in the event the current subscription (contract) expires and the parties haven't finalized renewal terms. Note that (as set forth in the MSA) you can opt out of auto-renewal after the MSA is signed.

Why does the MSA require including certain Product Terms in Section 2.2 if I do not currently plan on using these functionalities as part of my plan?

The terms and conditions in Section 2.2 are required even if you have no current plans to use the Additional Product Offerings because they are standardized, non-customizable terms applied uniformly given our one to many Platform. We thus include the terms and conditions required to use any Additional Product Offerings proactively, but please note if you do not use them, the terms will never apply or be incorporated into your MSA.

Why does Webflow require indemnification for 3P claims related to a customer's Website Content?

Webflow's Platform allows users to design and publish Website Content to the Internet. Given Webflow has no control, review, or prior approval over what our customers choose to create, we reasonably require an indemnity related to our customers' content. As these terms are standardized and applied uniformly across our customer base, they are nonstarters in order to use the Platform.

Why doesn't Webflow carve out breaches of confidentiality from its Limitation of Liability ("LOL")?

The practical reality is that Webflow's customers access the Platform intending to create publicly available websites for its End Users. As the parties accordingly need only to share de minimis confidential information to provide or use the Platform, uncapping breaches of confidentiality from the LOL (for either party) is not a reasonably tailored risk and not something we agree to as a matter of practice.

WEBFLOW MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement (the “**MSA**”) governs the purchase of and access to the Webflow Platform (defined below) by the party identified in the signature block (“**Customer**”) of an Order Form or related ordering document (“**Order Form**”) between Customer and Webflow, Inc. (inclusive of its Affiliates, “**Webflow**”). By executing an Order Form expressly referencing this MSA, Customer agrees to the terms of this MSA (together with such Order Form(s), the “**Agreement**”), effective as of the date last signed by the parties on such Order Form (the “**Effective Date**”).

MSA TERMS AND CONDITIONS

1. THE WEBFLOW PLATFORM

- 1.1. **Access and Use of the Platform.** Subject to Customer’s compliance with this Agreement, including the timely payment of applicable Fees, Customer may access and use the Platform to create Website Content during the Subscription Term in accordance with the Documentation and Customer’s Scope of Use.

As used herein: (1) the “**Platform**” or “**Webflow Platform**” means Webflow’s software-as-a-service website design and development platform and its related products or services; (2) “**Website Content**” means any content that Customer or an Authorized User (defined below) creates, publishes, produces, uploads, displays, or otherwise makes available to its End Users (defined below) on or via the Platform; (3) “**Documentation**” means the applicable usage guidelines and standard technical documentation for the Platform available at <https://support.webflow.com/>; and (4) “**Scope of Use**” means the entitlements to the Platform as subscribed to in the applicable Order Form, which may include but are not limited to: (a) number and type of users, seats, sites or project plans; and (b) usage limits (e.g., monthly site visit and bandwidth limits and API requests).

To the extent Webflow delivers to Customer any downloadable software components related to Customer’s access to the Platform, Webflow grants to Customer a non-sublicensable, non-exclusive license to use the object code of such software solely in connection with its use of the Platform. Customer agrees that its purchase and use of the Platform are not contingent or dependent on any future functionality or any oral or written comments made by Webflow regarding future functionality.

- 1.2. **Affiliates.** An Affiliate of Customer may execute a separate Order Form that incorporates by reference the terms of this Agreement, and in each such case, (i) all references in this Agreement to Customer shall be deemed to refer to such Affiliate for the purposes of such Order Form(s); and (ii) such Affiliate agrees to be bound by the terms and conditions of the Agreement. As used herein, **Affiliate** means, with respect to a party, an entity that directly or indirectly controls (e.g., subsidiary), is controlled by (e.g., parent), or is under common control with (e.g., sibling) such party; and the term “control” (including the terms “controlled by” and “under common control with”) means either: (a) ownership or control of more than 50% of the voting interests of the subject entity; or (b) the power to direct or cause the direction of the management and policies of an entity, whether through ownership, by contract, or otherwise.
- 1.3. **Service Level Agreement.** Webflow will provide Customer with access to the Platform and reasonable technical support services in accordance with (i) the terms of the Webflow [Service Level Agreement](#) (“**SLA**”); and (ii) the respective Application and Hosting uptime levels subscribed to by Customer on the applicable Order Form.

- 1.4. **Data Processing Addendum.** Where Customer's use of the Platform requires the processing of any information that identifies or could be used to identify a natural person contemplated under applicable data protection laws ("**Personal Information**"), the parties hereby agree to Webflow's [Data Processing Addendum](#) ("**DPA**"), which is incorporated by reference into the Agreement.

2. ACCESS AND USE OF THE PLATFORM

2.1. Customer Responsibilities.

- 2.1.1. **Authorized Users.** Customer may invite, authorize, or otherwise allow other individuals to access Customer's Workspace (each, an "**Authorized User**"), subject to any applicable limits of Customer's Scope of Use (e.g., Workspace Seat licenses). For the avoidance of doubt, Customer is solely responsible for its Authorized Users' compliance with this Agreement and any Authorized User activity within its Workspace, including but not limited to any modification of Website Content. Customer acknowledges and agrees that it and its Authorized Users may only use the Platform and create Website Content in compliance with Applicable Law. As used herein, "**Applicable Law**" means any and all laws, regulations, conventions, decrees, decisions, orders, judgments, codes and requirements of any government authority (federal, state, local or international) having jurisdiction, that are applicable to a party's performance of obligations and/or exercise of rights under this Agreement.

Authorized Users may include, by way of example and without limitation, Customer's employees, contractors, clients, third-party service providers or agents (e.g., web design entities), and any other users Customer chooses to allow into its Workspace pursuant to the terms of this Agreement. Customer agrees to maintain the confidentiality of its Webflow usernames, passwords, and other applicable account information and to promptly notify Webflow if it becomes aware of any unauthorized use or access to its Workspace.

- 2.1.2. **End Users.** Any natural persons viewing, browsing, or otherwise accessing or using Customer's Website Content are deemed Customer's "**End Users**." Customer acknowledges and agrees that Webflow has no direct relationship with Customer's End Users and Customer is solely responsible for providing any notices to and/or obtaining all required consents from its End Users as may be required under Applicable Law.

- 2.1.3. **Use Restrictions.** Customer may not, and may not authorize anyone else to: (a) reverse engineer, decompile, disassemble or otherwise seek to gain unauthorized access to the Platform, its source code, or non-public APIs; (b) modify, translate, or create derivative works based on the Platform or related software (for clarity, excluding Website Content and translated copies); (c) conduct penetration tests or engage in any activity that may cause an unreasonable network load on Webflow's systems without Webflow's consent, including, but not limited to, brute forcing, denial of service attacks, automated security scanning, or performance testing; (d) rent, lease, sell, distribute or sublicense its right granted herein or include any portion of the Platform in a service bureau or outsourcing offering; (e) remove any proprietary notices or labels; (f) use the Platform to develop a product or service similar or competitive to Webflow's offerings; or (g) use the Platform or create Website Content in a manner that violates the [Acceptable Use Policy](#) ("**AUP**").

- 2.2. **Additional Product Offerings.** Customer may choose, in its sole discretion, to access, enable, or otherwise use certain additional products and services made available by Webflow or third-parties on its behalf (each, an "**Additional Product Offering**"). Use of any Additional Product Offering is subject to the applicable Webflow [Product Terms](#) ("**Product Terms**"). For

the avoidance of doubt, (1) by accessing, enabling, or otherwise using any Additional Product Offering, the applicable Product Terms are thereby incorporated into this Agreement and shall govern Customer's use of such Additional Product Offering; and (2) if Customer elects not to use any Additional Product Offering, the Product Terms shall not apply to this Agreement.

- 2.3. **Webflow Beta Products/Program.** When available, Customer may choose, in its sole discretion, to participate in Webflow's ongoing beta program(s) (the "**Beta Program**") to test or otherwise use Webflow products or services related to the Platform that are not publicly-available ("**Beta Products**"). Customer's participation in any Beta Program is subject to the Webflow [Beta Program Terms and Conditions](#) (the "**Beta Terms**"). For the avoidance of doubt, (1) Beta Products are not considered part of the Platform as contemplated by this Agreement; (2) if Customer elects not to participate in any Beta Program, the Beta Terms shall not apply to this Agreement; and (3) by participating in any Beta Program, the Beta Terms are thereby incorporated into this Agreement and shall govern Customer's use of any Beta Products.
- 2.4. **Third-Party Products.** In its sole discretion, Customer may choose to use the Platform with third-party apps, add-ons, integrations, or other products or services, including but not limited to offerings made available by third parties via the [Webflow Marketplace](#) ("**Third-Party Products**"). Notwithstanding any other term of the Agreement, Customer's use of any Third-Party Product is subject to Customer's agreement with the applicable third-party provider, and not this Agreement. Webflow does not control and has no liability for Customer's reliance on or use of any Third-Party Products, including without limitation, their security measures, performance obligations, or handling or use of Customer Data. Customer acknowledges and agrees that by enabling or otherwise using a Third-Party Product in its use of the Platform, Customer expressly consents to Webflow sharing Customer Data and/or related data with the applicable provider as required for Customer to use the Platform with such Third-Party Product.

3. WEBSITE CONTENT

- 3.1. **IP Rights.** By using the Platform, Customer grants Webflow and its third-party hosting providers (solely as necessary to make the Platform available to Customer), the non-exclusive, royalty-free, worldwide right and license to use, host, store, modify, reproduce, display, distribute, publish, and create derivative works (i.e., when Customer uses Webflow's Localization feature to create localized or translated website adaptations) of Customer's Website Content for the limited purpose of providing and optimizing the Platform. For the avoidance of doubt, Customer retains full ownership of its Website Content, including all Intellectual Property Rights therein and all derivatives thereto. For the purposes of this Agreement, "**Intellectual Property Rights**" means all patent rights, copyright rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals, and extensions thereof, under the laws of any state, country, territory, or other jurisdiction.
- 3.2. **No Responsibility of Webflow.** Customer acknowledges and agrees that (1) the Platform is only intended to provide a passive conduit for the online distribution and publication of Customer's Website Content; (2) Webflow does not undertake or assume any duty to monitor the Platform for inappropriate or unlawful content; and (3) to the maximum extent permissible under Applicable Law Webflow shall not be responsible for (i) any of the substantive content that Customer (or any other user or third party) posts via the Platform, or (ii) any liability which may arise from Customer's Website Content, including, but not limited to, third-party claims for defamation, infringement, invasion of privacy and publicity rights, fraud, or misrepresentation. Except as otherwise expressly provided herein, Customer agrees that it is solely responsible for its Website Content and the consequences of posting or publishing it.

- 3.3. **Copyright Policy.** If Webflow receives a notice that Customer's Website Content infringes on any third-party intellectual property rights, Webflow may, in its sole reasonable discretion and after providing a reasonable opportunity to cure, disable or otherwise limit Customer's access to the Platform in accordance with applicable international intellectual property law (including, in the United States, the Digital Millennium Copyright Act ("**DMCA**"), the text of which can be found at the [U.S. Copyright Office website](#)).
- 3.4. **HIPAA Non-Compliance.** Customer acknowledges that the Platform is not set up to comply with the Health Insurance Portability and Accountability Act and amendments thereto ("**HIPAA**") and agrees to not create Website Content that collects or processes any Protected Health Information (as defined in HIPAA), from its End Users.
- 3.5. **Customer Equipment.** As between the parties, Customer is solely responsible for obtaining (and maintaining the security of) any equipment and technology required for Customer to access and use the Platform as a cloud-based service, including, without limitation, modems, hardware, servers, software, operating systems, networking, and web servers (collectively, "**Equipment**").

4. CONFIDENTIALITY; PROPRIETARY RIGHTS; PRIVACY; SECURITY; FEEDBACK; PUBLICITY

- 4.1. **Confidential Information.** Each party (the "**Receiving Party**") understands that the other party (the "**Disclosing Party**") has disclosed or may disclose non-public technical, financial, or related business information relating to the Disclosing Party's business (hereinafter referred to as "**Confidential Information**" of the Disclosing Party). For the purposes of this Agreement, (i) Confidential Information of Webflow includes, without limitation, non-public information regarding current and future features, functionality, and performance of the Platform; and (ii) Confidential Information of Customer includes, without limitation, non-public data uploaded to the Platform or otherwise provided by Customer to Webflow to enable the provision of the Platform. The Receiving Party agrees (i) to take reasonable precautions to protect such Confidential Information, and (ii) not to use or divulge to any third person any such Confidential Information except to provide or utilize the Platform or as otherwise permitted herein. The Receiving Party agrees to maintain the confidentiality of any Confidential Information it receives for five (5) years following the disclosure thereof. The parties agree that the foregoing obligations shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, (b) was in its possession or known by it prior to receipt from the Disclosing Party, (c) was rightfully disclosed to it without restriction by a third party, (d) was independently developed without use of any Confidential Information of the Disclosing Party, or (e) is required to be disclosed by law. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

For the avoidance of doubt, the obligations of this Section 4.1 are intended to supplement (i.e., be in addition to), and not contradict or limit, the confidentiality provisions contained in any mutual Non-Disclosure Agreement ("**NDA**") in effect between the parties (as applicable), and will apply (i) to any information related to the Platform that was shared prior to execution of the NDA, (ii) if there is no existing NDA, (iii) if the NDA has less protective provisions, or (iv)

if such existing NDA is terminated or otherwise ceases to be in effect during the Subscription Term.

- 4.2. **Proprietary Rights.** For the purposes of this Agreement, any information provided by Customer to use or enable the provision of the Platform, including but not limited to Customer's Confidential Information, Personal Information, and Website Content, shall constitute "**Customer Data**." As between the parties, (i) Customer shall own and retain all Intellectual Property Rights in and to Customer Data; and (ii) Webflow shall own and retain all Intellectual Property Rights in and to (a) the Platform and any related software and any improvements, enhancements, or modifications thereto, and (b) any software, applications, inventions, or other technology developed by Webflow in connection with any additional services or support.
- 4.3. **Webflow Security Standards.** As set forth in Webflow's [Information Security Addendum](#) ("**InfoSec Addendum**"), Webflow will employ and maintain security protections in accordance with industry standards, including but not limited to technical and organizational measures to ensure the security, privacy, and confidentiality of Customer Data.
- 4.4. **Service Improvements.** Notwithstanding any other term of the Agreement, Webflow may compile and use data and information collected, derived, or otherwise generated from Customer's use of the Platform, provided that such data has been anonymized, de-identified, and aggregated so as not to identify or permit the identification of Customer, Authorized Users, or any other individuals ("**De-Identified Data**").
- 4.5. **Feedback.** To the extent Customer or any Authorized Users provide Webflow with non-confidential suggestions, product requests, or other feedback regarding the Platform or Documentation ("**Feedback**"), Customer hereby grants Webflow an irrevocable, perpetual, royalty-free, license to use, incorporate, and further develop such Feedback without restriction or obligation.
- 4.6. **Publicity.** Subject to any of Customer's trademark usage guidelines, Customer grants to Webflow a revocable right to use Customer's name and logo as a reference for marketing purposes on Webflow's website and related promotional materials. Webflow will promptly stop doing so upon any Customer request sent to sales@webflow.com or customermarketing@webflow.com.

5. PAYMENT OF FEES

- 5.1. **Fees.** Customer shall pay Webflow the fees for the Platform as described in the applicable Order Form (the "**Fees**"). Except as expressly provided herein, payment obligations are non-cancelable and non-refundable. Unless otherwise specified in an Order Form, the Fees for the Platform are based on annual periods (or pro rata portions thereof) that begin on the applicable Order Form Effective Date and each annual anniversary thereof. If Customer (1) exceeds its allotted usage limits as subscribed to by Customer under the applicable Order Form (e.g., monthly site visit and bandwidth limits, API requests, and number of authorized accounts, seats, or licenses); or (2) adds and/or transfers self-serve Site Plans to an Enterprise workspace, Customer shall pay any applicable additional fees consistent with the terms of the then-current Order Form.
- 5.2. **Payment Terms.** Except as otherwise agreed to by Webflow and set forth on the applicable Order Form(s), Webflow shall bill Customer through invoices sent to Customer's billing contact designated in such Order Form. Customer agrees to pay all amounts for invoices within thirty (30) days of the applicable invoice date, except for amounts reasonably and in good faith disputed by Customer, provided that Customer notifies Webflow of any such dispute in writing prior to the applicable invoice due date (a "**Fee Dispute**"). Except to the

extent subject to a Fee Dispute, any unpaid amounts are subject to an industry standard finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection, provided that Webflow has given Customer at least ten (10) days' written notice to cure its nonperformance. Inquiries should be directed to Webflow's customer support department.

- 5.3. **Suspension for Non-Payment.** If Customer fails to timely pay any Fees not subject to a Fee Dispute for thirty (30) or more days after the payment due date, then without limiting any other rights available to it, Webflow may suspend Customer's access to the Platform and/or disable its Website Content until such amounts are paid in full, provided Webflow has previously notified Customer of such failure. Any action taken by Webflow hereunder shall not release Customer of its payment obligations under this Agreement. To clarify, Webflow will not suspend access to the Platform or disable Website Content if the Fees are subject to a good-faith Fee Dispute and Customer is cooperating diligently to resolve the dispute in good faith. For the avoidance of doubt, Webflow shall not be liable to Customer or any third party for any direct or indirect damages or expenses arising from or relating to any suspension resulting from Customer's non-payment.
- 5.4. **Taxes.** The Fees do not include taxes and any taxes payable by Customer will be separately stated from the Fees. Each party is responsible for the payment of all taxes (including any interest and penalties) in connection with the Agreement that are imposed on that party by law. Customer is solely responsible for all federal, state, and local taxes imposed on Customer's paid subscription to the Platform, which may include but are not limited to, sales, use, VAT, gross receipts, personal property, and other similar taxes, unless Customer provides Webflow with documentation of its tax exemption status (e.g., a valid tax exemption certificate). Customer will have no liability for taxes that are statutorily imposed on Webflow, including taxes or fees based on Webflow's income.
- 5.5. **Withholding.** All payments made by Customer to Webflow under the Agreement will exclude any deduction or withholding. If any such deduction or withholding (including but not limited to cross-border withholding taxes) is required by law, the parties will work together in good faith to ensure all appropriate documentation and information is provided in order to facilitate timely payment to the relevant tax authority.
- 5.6. **Resellers.** If Customer purchases through a Reseller, Customer must pay all applicable amounts directly to the Reseller, and Customer's Scope of Use will be specified in the Order Form placed by the Reseller with Webflow on Customer's behalf. As used herein, "**Reseller**" means a partner authorized by Webflow to resell subscriptions to the Platform to customers. For any purchases Customer makes through a Reseller, any refunds from Webflow payable to Customer relating to that purchase will be remitted by that Reseller, unless Webflow specifically notifies Customer otherwise at the time of refund.

6. TERM AND TERMINATION

- 6.1. **MSA Term.** Subject to earlier termination as provided below, this MSA commences as of the Effective Date and shall continue until thirty (30) days after expiration or termination of the Subscription Term, unless the parties otherwise agree in writing.
- 6.2. **Subscription Term.**
- 6.2.1. **Renewal.** Customer's initial subscription to the Platform shall be set forth in the initial Order Form (the "**Initial Term**"). Unless otherwise specified, the Initial Term shall automatically renew for consecutive twelve (12) month periods (each, a "**Renewal Term**" and together with the Initial Term, the "**Subscription Term**").

6.2.2. **Non-Renewal.** Either party may elect not to renew a Subscription Term by giving notice to the other party at least thirty (30) days before the end of the current Subscription Term ("**Non-Renewal Notice Date**"). Customer must provide written notice of non-renewal by contacting Webflow's Renewals Team at renewals@webflow.com or by otherwise providing Webflow with written notice. For the avoidance of doubt, Customer acknowledges and agrees that if it does not deliver timely notice of non-renewal on or before the Non-Renewal Notice Date, the Scope of Use in the applicable Order Form will automatically renew in accordance with Section 6.2.1.

For the avoidance of doubt, Customer may not cancel or downgrade its Scope of Use during an active Subscription Term. To downgrade its Scope of Use for an ensuing Renewal Term, Customer must provide Webflow with written notice before the Non-Renewal Notice Date passes, and such downgrade will take effect at the beginning of the Renewal Term. Notwithstanding any other term of the Agreement, if Customer materially downgrades its Scope of Use in an ensuing Renewal Term (e.g., downgrades from an Enterprise plan to a Professional or Self-Serve plan), Customer acknowledges and agrees that (1) the Order Form for the applicable Renewal Term shall be governed by Webflow's [Terms of Service](#), and not this MSA; and (2) the Fees for the applicable Renewal Term shall be based off of Webflow's then-current rates, regardless of any prior discounts in a previous Order Form.

6.2.3. **Renewal Term Price Increase Cap.** If Customer does not materially downgrade the Scope of Use in an ensuing Renewal Term, the Fees shall be subject to no more than a 5-7% annual raise ("**Standard Price Change**"). Webflow shall invoice Customer for Standard Price Changes in Renewal Terms in accordance with the terms of the prior Order Form once the Non-Renewal Notice Date passes.

6.3. **Termination.** Either party may terminate this Agreement or the applicable Subscription Term if the other party (1) commits and fails to cure a material breach of this Agreement within thirty (30) days after being notified of its breach; (2) ceases operations without a successor; or (3) becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

6.4. **Effect of Termination.** Upon expiration or termination of this Agreement or the applicable Order Form, Customer's access to the Platform shall immediately cease; except as strictly necessary for Customer to export Website Content as described below. Upon any termination by Customer in accordance with Section 6.3, Webflow will refund to Customer a prorated amount of prepaid, unused fees applicable to the remaining portion of the Subscription Term measured from the effective date of termination. Upon any termination by Webflow in accordance with Section 6.3, Customer will promptly pay any unpaid fees covering the remainder of the applicable Subscription Term. In no event will termination relieve Customer of its obligation to pay any fees accrued or payable to Webflow under any applicable Order Form for the period prior to the effective date of termination. Upon any termination, Webflow will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Webflow shall, upon Customer's request, delete all stored Customer Data (except, for the avoidance of doubt, Customer Data contained in Webflow's storage systems systemically purged in the usual course of business).

6.5. **Brand Matter.** Webflow may suspend or otherwise terminate this Agreement on written notice to Customer in the event of a Brand Matter. A "**Brand Matter**" means any event involving Customer or its use of the Platform that, in Webflow's reasonable judgment, causes it to have significant concern for the reputation of its trademarks or brand, including matters related to an alleged violation of Section 3.2 above.

- 6.6. **Surviving Provisions.** All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, use restrictions (Section 2.2), confidentiality obligations (Section 4.1), accrued rights to payment (Section 6.4), representations and warranties (Section 7), indemnity obligations (Section 8), and limitations of liability (Section 9).

7. WARRANTIES; DISCLAIMER

- 7.1. **Mutual Warranties.** Each party hereby represents and warrants to the other party that: (a) it has the full right, power and authority to enter into this Agreement; (b) this Agreement is a valid and binding obligation of such party; (c) it has obtained and shall maintain throughout the Term all necessary licenses, authorizations, approvals and consents to enter into and perform its obligations hereunder; (d) it will employ applicable industry standard measures to avoid introducing viruses, worms, ransomware, malware, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs ("**Malicious Code**") into the Platform during its provision or use; and (e) it will comply with all Applicable Laws in its performance of obligations and/or exercise of rights under this Agreement, including applicable privacy and data protection laws.

7.2. Webflow Warranties.

- 7.2.1. **Limited Performance Warranties.** During the Subscription Term, Webflow warrants to Customer that (i) the Platform will operate in substantial conformity with Documentation; (ii) Webflow will not materially decrease the functionality or overall security of the Platform; and (iii) Webflow will employ applicable industry standards designed to ensure that the Platform, when accessed and used by Customer in the manner provided by Webflow, are free from and against Malicious Code (each, a "**Performance Warranty**"). For the avoidance of doubt, the warranties in this Section 7.2 do not apply to the extent the issue or non-conformity is caused by (a) Customer's unauthorized use or modification of the Platform; or (b) any Third-Party Products.

- 7.2.2. **Performance Warranty Remedy.** If Webflow breaches a Performance Warranty and Customer makes a reasonably detailed warranty claim within 30 days of discovering the issue, Webflow will use reasonable efforts to correct the non-conformity. If Webflow determines such remedy to be impracticable, either party may terminate the applicable Order Form for the affected Subscription Term. Webflow will then refund to Customer any pre-paid, unused fees for the terminated portion of the Subscription Term. Notwithstanding any other term of the Agreement, these procedures are Customer's exclusive remedy and Webflow's entire liability for a breach of a Performance Warranty.

- 7.3. **DISCLAIMERS.** Except as expressly provided in this Section 7, (i) the Platform and all related Webflow products, services, components, and information are provided "**AS IS**;" and (ii) Webflow makes no other warranties, whether express, implied, statutory or otherwise. Webflow does not warrant that Customer's use of the Platform will be uninterrupted or error-free. For the avoidance of doubt, Webflow is not liable for delays, failures, or problems inherent in or caused by Customer's general use of the internet and electronic communications or other systems outside Webflow's control (e.g., Customer's proxy and reverse proxy service providers, internet service providers, etc.).

8. INDEMNIFICATION

- 8.1. **By Webflow.** Webflow shall indemnify, defend, and hold harmless Customer (including its Affiliates and its and their members, officers, directors, managers, employees, agents, successors, and permitted assigns) from and against any damages, liabilities, losses,

judgments, awards, penalties, fines, and any related costs and expenses, including without limitation reasonable attorneys' fees (collectively, "**Losses**"), arising from or relating to a third-party claim, suit, or action alleging that the Platform, as used in accordance with the Agreement, infringes or misappropriates such third party's Intellectual Property Rights (a "**Claim Against Customer**").

In the event of a Claim Against Customer, Webflow may, at its sole option and expense: (i) replace or modify the Platform so it is no longer infringing, without reducing its overall functionality; or (ii) procure for Customer the right to continue to use the Platform in accordance with this Agreement. If neither of the foregoing is commercially practicable, Webflow may terminate the applicable Order Form and refund to Customer any pre-paid, unused fees for the terminated portion of the Subscription Term.

Customer acknowledges and agrees that Webflow will have no liability for a Claim Against Customer if the actual or alleged infringement results from (a) unauthorized use of, modification to, or combination of the Platform with any items not provided by Webflow (including Third-Party Products) by Customer or its Authorized Users; (b) Customer's continued use of the Platform after being notified of the allegedly infringing activity and provided reasonable instructions on how to continue using the Platform to avoid the alleged infringement that would not result in any material loss of functionality; (c) Customer's use of the Platform under an Order Form for which there were no Fees charged (e.g., a "trial" or "pilot"); or (d) any Third-Party Products or Website Content.

- 8.2. **By Customer.** Customer shall indemnify, defend, and hold harmless Webflow (including its Affiliates and its and their members, officers, directors, managers, employees, agents, successors, and permitted assigns) from and against any Losses arising from any third-party claim, suit, or action related to the content of Customer's Website Content (a "**Claim Against Webflow**").
- 8.3. **Procedure.** An indemnifying party's obligations are subject to the following: (i) prompt written notice by the indemnified party of the applicable claim, provided that a failure to promptly notify the indemnifying party will not relieve it of its indemnification obligations except to the extent it has been prejudiced by such failure; (ii) the indemnifying party shall have the right in its sole discretion to assume the exclusive right to control and direct the investigation, defense, and settlement of the applicable claim; and (iii) the indemnified party will reasonably cooperate to the extent necessary for the defense of such claim, at the indemnifying party's expense. Each party expressly disclaims any liability for any settlement entered into or costs incurred by the other party in relation to any claim that is not pre-approved by both parties in writing.
- 8.4. **Exclusive Remedy.** This "Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the indemnifying party for any Losses described in this section.

9. LIMITATIONS OF LIABILITY

- 9.1. **LIABILITY CAP.** Except for (1) the indemnity obligations set forth herein; and (2) instances of fraud and intentional misconduct, to the maximum extent permitted by Applicable Law, each party's entire liability arising out of or related to this Agreement will not exceed, in the aggregate, the amounts paid to Webflow by Customer in the 12 months preceding the first incident that gave rise to the liability. For the avoidance of doubt, Customer's total payment obligations for the applicable Subscription Term are not limited by this Section 9.1.
- 9.2. **EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES.** Except for damages actually incurred by one party as a direct and proximate result of the other party's intentional

or fraudulent acts, to the maximum extent permitted by Applicable Law, neither party will have any liability arising out of or related to this Agreement for any loss of use, lost data, lost profits, interruption of business or any indirect, special, incidental, reliance or consequential damages of any kind, even if informed of their possibility in advance.

- 9.3. **IN GENERAL.** Each provision of the Agreement that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is intended to equitably allocate the risks of the Agreement between the parties. This allocation is reflected in the pricing offered by Webflow to Customer and is an essential element of the basis of the bargain between the parties. Each of these provisions is severable and independent of all other provisions of the Agreement. The limitations in this Section 9 will apply to the maximum extent not prohibited by law and notwithstanding the failure of essential purpose of any limited remedy in the Agreement.

10. **INSURANCE**

Webflow will maintain commercially reasonable insurance consistent with industry standards for (1) Commercial General Liability and (2) Cybersecurity/Tech E&O Liability. The policy(ies) shall provide for per-occurrence and aggregate limits of no less than two million US dollars (\$2,000,000) (or local currency coverage of an equivalent value).

11. **MISCELLANEOUS**

- 11.1. **Independent Contractors.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties and neither party has any authority of any kind to bind the other party in any respect whatsoever. Each party will be solely responsible for payment of all compensation owed to its employees and any employment-related taxes.
- 11.2. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.
- 11.3. **Entire Agreement.** This Agreement is the complete and exclusive agreement between the parties regarding its subject matter and supersedes any and all prior and contemporaneous agreements, proposals, or representations, whether written or oral, concerning its subject matter. This Agreement may be executed electronically and in electronic counterparts which taken together shall form one legal instrument. Any and all waivers and modifications to this Agreement must be in writing and signed by both parties, except as otherwise provided herein. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement. This Agreement is written in English and the English language will govern any interpretation or inconsistency of this Agreement with any translations.
- 11.4. **Amendments.** The parties acknowledge and agree that Webflow may update this Agreement (including the Documentation, AUP, DPA, and InfoSec Addendum) from time to time by posting the modified portion(s) of this Agreement on Webflow's applicable website(s), provided that (1) Webflow must use commercially reasonable efforts to post any such updates at least thirty (30) days prior to its effective date; (2) any updates will not take effect until the next Renewal Term or Order Form executed by the parties (as applicable); and (3) any updates shall not result in a material degradation of the security, integrity, or functionality of the Platform as of the Effective Date. Notwithstanding the foregoing, Webflow may specify that modifications will become effective during a then-current Subscription Term if: (A) required to address compliance with Applicable Law; or (B) required to reflect updates to the Product Terms resulting from the introduction of new Additional Product Offerings; provided

that if Customer objects, Customer may terminate the remainder of the then-current Subscription Term for the affected Order Form its exclusive remedy. To exercise this right, Customer must notify Webflow of its termination under this Section within thirty (30) days of the modification notice, and Webflow will refund any pre-paid fees for the terminated portion of the applicable Subscription Term.

Notwithstanding the foregoing, this Agreement may be amended by a writing executed by a duly authorized representative of each party.

- 11.5. **Assignment.** Neither party may assign, transfer, or sublicense this Agreement or any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, that either party may assign the Agreement (including applicable Order Forms) to any Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided that the assigning party provides the other party with prompt written notice of the assignment and the assignee agrees in writing to assume all of the assigning party's obligations under this Agreement and complies any procedural and documentation requirements to give effect to the assignment. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor or an individual or entity with whom the other party is unable or unwilling to do business due to reputation, financial instability, or negative effects on licenses held by the other party, then such other party shall have the right, in its discretion, to terminate this Agreement for thirty (30) days following any such change of control. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 11.6. **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given (1) when received, if personally delivered; (2) when receipt is electronically confirmed, if transmitted by facsimile or e-mail; (3) the day after it is sent, if sent for next day delivery by recognized overnight delivery service; or (4) upon receipt, if sent by certified or registered mail, return receipt requested.

Notices to Webflow, Inc.:
Attn: Webflow Legal
398 11th Street
San Francisco, CA 94103
With a mandatory electronic copy to legal@webflow.com

Notices to Customer shall be delivered to the address and/or email provided by Customer in the then-current Order Form. Customer shall ensure it provides and maintains accurate, up to date contact information with Webflow for purposes of the parties carrying out their respective obligations under this Agreement. Customer may update its information at any time by contacting contact@webflow.com. Customer's failure to maintain accurate, current contact information shall relieve Webflow of its notice obligations under the Agreement.

- 11.7. **Federal Government End Use Provisions.** Solely if Customer is a U.S. government or U.S. public entity, or Customer's contemplated use of the Platform is for the U.S. government), the following terms apply: as defined in FAR section 2.101, the Platform and documentation are "commercial items" and according to DFAR section 252.227 7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this

Agreement. If a government agency needs additional rights, it must negotiate a mutually-acceptable written addendum to this Agreement specifically granting those rights.

- 11.8. **Compliance with Export Laws.** Customer acknowledges and agrees it may not remove or export from the United States, or allow the export or re-export of, the Platform or anything related thereto in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.
- 11.9. **Force Majeure.** Except for Customer's obligation to pay outstanding Fees for access to the Platform prior to a Force Majeure Event, neither party will be liable for any breach or failure to perform under this Agreement or any Order Form as a result of any unforeseen act, circumstance, or event beyond a party's reasonable control ("**Force Majeure Event**"); provided that the affected party promptly notifies the other party upon becoming aware that any Force Majeure Event has occurred or is likely to occur and uses commercially reasonable efforts to minimize any resulting delay in or interference with the performance of its obligations under this Agreement. Force Majeure Events may include, by way of example only and without limitation, unpredicted or unpreventable natural disasters, strike or labor disputes, war or sabotage, pandemics, riots, acts of terrorism, and public utility, internet service provider, or third-party hosting facility failures. Either party may terminate an affected Order Form if a Force Majeure Event prevents the Platform from materially operating in accordance with this Agreement for 30 or more consecutive days, in which case Webflow will pay to Customer a prorated refund of prepaid Fees for the remainder of the Subscription Term measured from the date the Force Majeure Event materially impacted Customer's use of the Platform.
- 11.10. **Conflict.** In the event of any conflict or inconsistency between the following documents, the order of precedence shall be: (1) the applicable Order Form; (2) any addendum to or documents incorporated into the Agreement (unless otherwise provided therein); (3) this MSA; and (4) the Documentation. For the avoidance of doubt, no terms or conditions of any purchase order or other business form used by Customer or any Reseller will supersede, supplement, or otherwise apply to this Agreement or Webflow.
- 11.11. **Governing Law; Venue.** This Agreement is governed by the laws of the State of California, with the jurisdiction and venue for actions related to this Agreement in the state and United States federal courts located in San Francisco, California, without regard to conflict of law principles or the U.N. Convention on the International Sale of Goods. Both parties expressly consent to the personal jurisdiction of the applicable courts. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover its reasonable costs and attorneys' fees.
- 11.12. **DISPUTE RESOLUTION; ARBITRATION**
- 11.12.1. **Initial Dispute Resolution.** To expedite resolution and reduce the cost of any dispute, controversy or claim related to this Agreement (a "**Dispute**"), the parties agree to first attempt to negotiate any Dispute (except those Disputes expressly excluded below) informally for at least thirty (30) days before initiating any arbitration or court proceeding. Such informal negotiations will commence upon written notice. The parties' addresses for such notices shall be as provided in Section 12.5, with an email copy to the email addresses the parties have previously exchanged.
- 11.12.2. **Binding Arbitration.** If the parties are unable to resolve a Dispute as set forth above, all claims arising from use of the Platform (except those Disputes expressly excluded below) shall be finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party will be final and binding on the other. Customer understands that if either party elects to arbitrate, neither party will have the right to sue

in court or have a jury trial. The arbitration will be commenced and conducted under the Commercial Arbitration Rules (the “**AAA Rules**”) of the American Arbitration Association (the “**AAA**”) and, where appropriate, the AAA’s Supplementary Procedures for Consumer Related Disputes (the “**AAA Consumer Rules**”), both of which are available at the AAA website www.adr.org. The parties’ arbitration fees and share of arbitrator compensation will be governed by the AAA Rules (and, where appropriate, limited by the AAA Consumer Rules). If Customer’s claim for damages does not exceed \$10,000, Webflow will pay all such fees unless the arbitrator finds that either the substance of Customer’s claim or the relief sought in its Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by a party. The arbitrator must follow Applicable Law, and any award may be challenged if the arbitrator fails to do so. Except as otherwise provided in this Agreement, the parties may litigate in court to compel arbitration, stay proceeding pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. Arbitration will take place in San Francisco, California. For the avoidance of doubt, the parties agree that for any Dispute not subject to arbitration (other than claims proceeding in any small claims court), or where no election to arbitrate has been made, the California state and Federal courts located in San Francisco, California have exclusive jurisdiction and the parties agree to submit to the personal jurisdiction of such courts.

- 11.12.3. **Exceptions to Alternative Dispute Resolution.** Each party retains the right to bring an individual action in small claims court or to seek injunctive or other equitable relief on an individual basis in a federal or state court located within the Central District of California with respect to any dispute related to the actual or threatened infringement, misappropriation, or violation of a party’s intellectual property or proprietary rights.

WEBFLOW SERVICE LEVEL AGREEMENT TERMS AND CONDITIONS

This Service Level Agreement (the “**SLA**”), which is incorporated into and forms part of the Master Subscription Agreement (or other related agreement) between Webflow and Customer (the “**MSA**”, and together with this SLA and any Order Form(s) between the parties, the “**Agreement**”), will apply to Customer’s access to and use of the Platform during the applicable Subscription Term. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms elsewhere in the Agreement.

1. UPTIME

- 1.1. Webflow will use commercially reasonable efforts to ensure that, excluding maintenance, the respective Hosting and Application Uptime Levels meet the thresholds for the Service Tier subscribed to by Customer on the applicable Order Form.
- 1.2. The respective Uptime Levels shall be calculated on a monthly basis. Webflow shall provide Customer with five (5) days’ advance notice of scheduled maintenance provided that Customer has signed up to receive such status updates at <https://status.webflow.com>. If Customer requests maintenance to any Website Content during these scheduled maintenance times, any downtime calculation shall exclude the period(s) affected by such maintenance. Notwithstanding, Customer agrees that the following instances shall be excluded from any downtime calculation: (i) outages of third-party applications, utilities, or connections integrated into the Platform by Customer (e.g., plug-ins or APIs); (ii) any components, processes, or systems utilized by Customer that are not within Webflow’s exclusive control (e.g., downtime related to the stability, availability or configuration of Customer’s proxies or DNS resolvers); (iii) outages resulting from a third party’s denial of service or other similar intentionally malicious actions or attacks; and (iv) Force Majeure Events. Customer agrees that any blocking or limiting of data communications made by Webflow as required under Applicable Law or to ensure the stability and integrity of the Platform shall not be deemed a failure by Webflow to provide adequate service levels under the Agreement.
- 1.3. **Downtime Credits.** Subject to Section 1.2, for each period of downtime caused by Webflow that is greater than thirty consecutive minutes in duration and exceeds the monthly downtime allowed under the applicable Uptime Level threshold (“**Qualifying Downtime**”), Webflow will issue Customer the following credit (each such credit, a “**Downtime Credit**”): 2% of the total Fees paid by Customer prorated for the month in which the Qualifying Downtime occurs (the “**Monthly Fees**”). Downtime Credits may not be redeemed for cash and may only be applied towards Customer’s ensuing Renewal Term. Customer shall not accrue Downtime Credits exceeding 25% of the Monthly Fees per calendar month. Notwithstanding any other term of the Agreement, this “Downtime Credits” section states Webflow’s sole and exclusive liability, and Customer’s sole and exclusive remedy, for any issues related to Site Hosting Uptime Levels.
- 1.4. For the purposes of calculating Downtime Credits in these instances, downtime shall begin to accrue as soon as Customer recognizes that downtime is taking place (as confirmed by Webflow) and shall continue until the availability of the Platform is restored. Customer shall promptly notify Webflow upon recognizing any such downtime. In order to receive Downtime Credits, Customer must request such Downtime Credits in writing within seven (7) calendar days from the initial time of downtime, and failure to provide such notice will forfeit the right to receive Downtime Credits.

2. SUPPORT

- 2.1. If included in the Scope of Use as subscribed to by Customer on the applicable Order Form, Customer will be assigned a Customer Success Manager to assist with onboarding and ongoing support during the applicable Subscription Term.

- 2.2. Email Support. Customer may request technical support via email from Webflow by initiating a Helpdesk ticket at <https://support.webflow.com/get-support>. Webflow will use commercially reasonable efforts to provide a response to the initial Helpdesk tickets initiated by Customer within the allotted timeframes for the Service Tier subscribed to by Customer on the applicable Order Form (the “**Email Support Response Times**”). If Webflow fails to meet the Email Support Response Times during any three (3) consecutive months during a Subscription Term, then during the thirty (30) day period following the end of the third month, Customer may, as its sole and exclusive option, terminate this Agreement upon written notice to Webflow.
- 2.3. Phone Support. If Customer has subscribed to the applicable Service Tier (as set forth on the applicable Order Form), Webflow shall provide Customer with the ability to choose between available callback slots via phone from 6 am pacific time until 6 pm pacific time, Monday through Friday (“**Phone Support Hours**”), and Webflow will reach out to Customer during the time Customer selects. For clarity, Customer may also initiate a Helpdesk ticket via email and Webflow will respond in accordance with Section 2.2.