MASTER SUBSCRIPTION AGREEMENT ("MSA") GUIDE*

Thank you for your interest in Webflow! Before you begin reviewing our MSA and Order Form (collectively, the "***Agreement***"), we'd like to provide some information about how Webflow's software-as-a-service platform (aka the "***Service***") works and outline answers to common questions. Our Legal team has spent significant resources crafting and revising our MSA over time so that it maps to industry standards while also being specifically tailored to the practical reality of using our SaaS platform. As our MSA reasonably allocates the risk amongst the parties appropriately, including all relevant commercial and legal terms for both sides to streamline the end-to-end contracting process, we must maintain consistency and parity across our customer base with regards to the positions we take in in our MSA as described below, but we hope this Guide will help you navigate and understand the Agreement.

What is Webflow?

Webflow is a no-code, visual web design and development software-as-a-service ("***SaaS***") platform that allows its customers to design, build, launch, and host completely custom, visually powerful websites at scale (aka "***Website Content***"). As a cloud-based SaaS provider, Webflow provides access to the Service via the Internet. Webflow currently uses Amazon Web Services ("***AWS***") as a hosting provider, as well as Fastly's content delivery platform, to ensure your website visitors (aka "***End Users***") can view your Website Content reliably at high speed. While there are various plans available for Webflow's products (Starter, Core, Growth, Enterprise, etc.), they are all delivered from a common infrastructure with varying levels of functionality and features.

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

At Webflow, we take security seriously and are constantly looking to not only improve the security of our platform, but also how we conduct business on a daily basis. Regardless of which service plan you purchase, Webflow maintains its demonstrated commitment to security protections for all customers as set forth in https://webflow.com/security. We map our security program to industry standards such as ISO 27001 and the CIS Critical Security Controls. 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. Webflow only accesses or uses Customer Data (e.g., confidential information) for limited purposes such as providing access to the Service (as more fully described in the Agreement). Finally, as set forth in the MSA, customers ultimately retain ownership and control of their Customer Data.

Webflow has a SOC 2 report and is dedicated to the continued validation of its security program. You can access our report via our Whistic Security Profile. Our payment processor, Stripe, is a certified Level 1 Service Provider. Webflow never has access to raw payment details.

What data privacy commitments does Webflow provide?

Our data processing activity details are set forth in our Privacy Policy and Data Processing Addendum ("DPA").

- Data Processing Agreement (GDPR): Webflow provides support for international data transfers for customers provided they execute our DPA, which includes the updated Standard Contractual Clauses.
- U.S. Consumer Privacy Laws (e.g., CCPA): Webflow's DPA includes applicable privacy commitments required under the California Consumer Privacy Act (CCPA). Webflow will continue to update our DPA to address additional state privacy laws as they take effect in 2023 and 2024 (i.e. Virginia, Colorado, Utah, Connecticut).

Does Webflow take care of GDPR compliance for its customers?

The General Data Protection Regulation ("***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 processor processes the personal data on behalf of the controller. If you intend to sign Webflow's MSA to access and use the Service, under GDPR, Webflow will be acting as your

Please note this Agreement 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 in your use of the Service and you will be the controller. Please note that Webflow does act as a data controller with regard to your business contact information; please see section 2 of our DPA for more information. Ultimately, it is your decision whether a DPA is necessary for your purposes related to using the Service.

Can we attach our own security/privacy exhibits to the MSA?

Webflow is transparent in our security and privacy practices and we make our third-party audit reports available so that customers are comfortable with our levels of protection. Non-Webflow security documents are not anchored to our environment or our actual controls and require considerable resources and customization to adopt (potentially causing significant delays to the contracting and onboarding process), which is why we require leveraging our tailored documents. Similarly, non-Webflow privacy exhibits typically don't accurately reflect our practices or processes and would impose restrictions we are unable to accommodate.

Why doesn't Webflow offer a Termination for Convenience ("TFC")?

Customer access and use of the Service is subscription-based and, consistent with SaaS industry standards, we do not allow a TFC for either party. A customer who wishes to otherwise not renew a contract can let us know anytime during the applicable Subscription Term at least thirty (30) days prior to the expiration of the current subscription, and such decision will operate as an opt-out of the ensuing Renewal Term. As Webflow often offers customers additional features and functionality at no additional charge during the Subscription Term, including TFCs in our MSA undermines our business model and de-values the benefits of such updates. Relatedly, we also generally 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 in the event the current subscription expires and renewal discussions for a contract that required express opt-in were delayed.

Why doesn't Webflow provide an Intellectual Property ("IP") Non-Infringement Warranty?

Rather than provide an IP non-infringement warranty, Webflow indemnifies its customers from third-party IP infringement claims, and we uncap those obligations from the limitation of liability in the MSA. This (industry standard) approach better protects you from damages, prevents you from having to make a breach of warranty claim to be made whole, and allows Webflow to take ownership of claims related to its IP.

Why does the MSA require E-Commerce terms and conditions (Section 3.7) if I do not plan on using the E-Commerce Functionality as part of my plan?

The terms and conditions governing Webflow's E-Commerce Functionality are required even if you have no current plans to use the functionality for your website. We include these terms in all MSAs because during the Subscription Term you retain a unilateral ability to add the E-Commerce Functionality to your website(s) at any time in your sole discretion (i.e., it's not something that we need to enable for you to use). We thus future-proof this scenario and require that these relevant terms and conditions remain, but please note that if you choose not to use the E-Commerce Functionality, the terms will never be applicable.

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

The nature of Webflow's SaaS platform is that it allows you to design and publish non-vetted and unsupervised Website Content to the Internet. Since we have no oversight, ownership, or control over what you create or publish, we reasonably require you indemnify us for any third-party claims related to your Website Content.

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

Similarly, in light of the nature of how our platform works, as a matter of practice we do not agree to uncap breaches of confidentiality from the LOL in our MSA. For context, the practical reality is that there's minimal confidential information exchanged between the parties to enable & provide (in our case) or access & use (in our customers' case) the Service. In essence, our customers use Webflow's platform to publish Website Content to the (inherently public) Internet, such that uncapping this is unreasonably out of scope.

WEBFLOW MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement (the "*MSA*") governs the acquisition and use of the Service (defined below) made available by Webflow, Inc. (inclusive of its Affiliates, "*Webflow*") as subscribed to by the party identified in the signature block ("*Customer*") of a Webflow Order Form or related ordering document that expressly references this MSA ("*Order Form*"). By executing an Order Form, 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 SERVICE

1.1. **Access and Use**. Subject to the terms and conditions of this MSA, during the Subscription Term (defined below), Customer may access and use Webflow's software-as-a-service platform and the related web design technology products and services subscribed to by Customer on an applicable Order Form (collectively, the "*Service*"). Upon execution by both parties, each such Order Form will be incorporated into, and is fully governed by, this MSA.

1.2. **Affiliates**. Customer's Affiliate(s) may subscribe to the Service under the terms and conditions of this Agreement by entering into a separate Order Form and, in each such case, all references in this Agreement to Customer shall refer to such Affiliate for purposes of that Order Form. 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**. Subject to Customer's payment of all applicable Fees, Webflow shall provide support and uptime for the Service in accordance with Webflow's Service Level Agreement ("**SLA**") located at: https://webflow.com/legal/sla.

1.4.   **License Grant**. To the extent Webflow delivers to Customer any downloadable software components related to the Service (collectively, "*Software*"), Webflow grants to Customer a non-sublicensable, non-exclusive license to use the object code of such Software solely in connection with the Service.

2.   ACCESS AND USE OF THE SERVICE

2.1.   **Customer Responsibilities**.

2.1.1.   **Account Creation and Access**. Upon full execution of this Agreement, and as part of the registration process to access and utilize the Service, Customer must register a primary owner for its Webflow account. Customer may create other owner accounts, administrator accounts, and/or standard user accounts for Authorized Users, as well as grant access to Customer's workspace to its third-party service providers in its discretion. As used herein, an "*Authorized User*" means an individual that Customer (or someone authorized on its behalf) authorizes to access or use the Service under Customer's Webflow account under a unique user identification and password. Authorized Users may include, for example, Customer's primary account owner, employees, consultants, contractors, and agents. Customer is responsible for

maintaining the confidentiality of, and for all activities that occur under, its accounts (excluding misuse of accounts caused by Webflow's breach of the Agreement). Webflow reserves the right to refuse registration of or cancel account credentials it deems inappropriate in its reasonable discretion.

2.1.2. **Requirements**. Customer will (a) be fully responsible for its Authorized Users' compliance with this Agreement; (b) use commercially reasonable efforts to prevent unauthorized access to the Service (and promptly notify Webflow of any unauthorized access or use of its Webflow account); and (c) use the Service solely in accordance with Applicable Law. As used herein, "*Applicable Law*" means, with respect to any party, any federal, state or local statute, law, ordinance, rule, administrative interpretation, regulation, order, writ, injunction, directive, judgment, decree or other requirement of any international, federal, state or local court, administrative agency or commission or other governmental or regulatory authority or instrumentality, domestic or foreign, applicable to such party or any of its properties, assets or business operations.

2.1.3. **End Users**. Any natural persons viewing, browsing, or otherwise accessing using Customer's Website Content (defined in Section 3.1 below) are deemed Customer's "*End Users*." Customer agrees that Webflow does not have a direct relationship with any of Customer's End Users and Webflow is not responsible for how Customer processes or otherwise handles any End User information. Customer acknowledges and agrees that Customer is solely responsible for (1) providing any required notices and (2) obtaining all required End User consent required under applicable data protection and marketing laws. To the extent Webflow has any legal obligations to assist with handling End User information, the parties agree to execute Webflow's Data Processing Addendum (the "*DPA*"), located at https://webflow.com/legal/dpa, which enumerates such obligations.

2.2. **Use Restrictions**. Customer shall not, and will not authorize or direct any third party to, directly or indirectly: (a) reverse engineer, decompile, disassemble, hack or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Service or any Software; (b) modify, translate, or create derivative works based on the Service or Software; (c) conduct penetration tests or engage in any activity that may cause an unreasonable network load on Webflow's systems, including, but not limited to, brute forcing, denial of service attacks, automated security scanning, or performance testing; (d) use the Service or Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or (e) remove any proprietary notices or labels. Customer shall not, and will not authorize or direct any third party to, directly or indirectly: (i) sell, resell, rent, or lease the Service; (ii) use the Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (iii) use the Service to store or transmit viruses, worms, ransomware, malware, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Service or third-party data contained therein; (v) attempt to gain unauthorized access to the Service, Software, or Webflow's related systems or networks; or (vi) use the Service or any other transactional, operational, performance, or other data or information related to the Service to create Website Content or any related product or service competitive to Webflow.

2.3. **Third-Party Platforms**. In its sole discretion, Customer may choose to integrate or enable for use with the Service certain third-party platforms, add-ons, services, products, apps, or integrations not provided by Webflow (each, a "*Third-Party Platform*"). Customer acknowledges and agrees that any use of such Third-Party Platforms is subject to Customer's agreement with the relevant third-party provider and the applicable terms and conditions therein. Webflow does not control and makes no representations or warranties with respect to Third-Party Platforms and to the maximum extent allowed shall not be held liable for their

security, functionality, operation, availability, or interoperability, or how the Third-Party Platforms use Customer's Website Content. Notwithstanding the foregoing, if Customer integrates a Third-Party Platform with its use of the Service, Customer acknowledges and agrees Webflow may access and exchange Website Content with the Third-Party Platform on Customer's behalf for the limited purpose of enabling the integration.

2.4. **Webflow Beta Products**. From time to time, Webflow may choose to make available to Customer certain of its beta product offerings that complement the Service at no charge (each, a "***Beta Product***"). Customer acknowledges and agrees that Beta Products are strictly intended for evaluation purposes and not for production. For the avoidance of doubt, Beta Products are not considered part of the "Service" as contemplated by this Agreement and shall be subject to separate terms and conditions that will be presented to Customer if it desires to use such Beta Products in its sole discretion. Unless otherwise stated or communicated to Customer in writing, any trial periods for Beta Products will expire upon the date that a version of the Beta Product becomes generally available without the applicable Beta Product designation. Webflow may discontinue Beta Products at any time in its sole discretion and may choose to never make them generally available.

3. WEBSITE CONTENT

3.1. Any content that Customer submits, posts, displays, or otherwise makes available on or via the Service, including all Intellectual Property Rights (defined below) therein, is referred to as Customer's "***Website Content***." Customer grants Webflow the non-exclusive, worldwide right to use, copy, store, transmit, display, and modify Customer's Website Content solely as necessary to provide the Service (e.g., for hosting or reformatting or other technical purposes), including any technical support. For the avoidance of doubt, Customer retains full ownership of its Website Content, including all derivatives thereto, and Customer alone is responsible for any Website Content that it deletes, loses, or otherwise becomes unrecoverable through its use of the Service. Customer is encouraged to archive its Website Content regularly and frequently. 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. **Website Content Restrictions**. Customer acknowledges and agrees that it is expressly prohibited from using the Service to publish Website Content that violates any law or infringes on the rights of any third party, including without limitation Intellectual Property Rights, publicity rights, and rights of privacy. Without limiting the foregoing, Customer agrees not to post any Website Content that (i) creates or may create a risk of harm, loss, damage, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to any person, animal, or property; (ii) creates or may create a risk of harm or exploitation of minors (by exposing them to inappropriate content, asking for personally identifiable or related information, etc.); (iii) may constitute or contribute to a crime or tort; (iv) contains any information that Webflow in its discretion deems to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, or otherwise similarly objectionable; (v) contains software or other material that violates or invades the intellectual property rights (or rights of privacy or publicity) of any third party; (vi) includes any information that Customer has not obtained the necessary rights or permissions to use or to make available under any law or contractual or fiduciary relationships; (vii) contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets); (viii) contains any intentionally incorrect or misleading information; or (ix) is adult in nature, including but not limited to nudity

3

in any sexual context, exposed genitalia, or any adult themed content. Webflow reserves the right, but is not obligated, to remove any Website Content that Webflow believes, in its sole discretion, violates the terms of this Section 3; provided that Webflow will use commercially reasonable efforts to give Customer advance notice and a good-faith opportunity to cure any such violations.

3.3.   **No Responsibility of Webflow**. To the extent permitted by law, Customer acknowledges and agrees that Webflow is not undertaking and assumes no responsibility, obligation or liability relating to Website Content that Customer or any other user or third party posts or sends via the Service. Webflow, its successors, assigns, employees, agents, directors, officers, and stockholders (i) do not undertake or assume any duty to monitor the Service for inappropriate or unlawful content and (ii) assume no responsibility or liability which may arise from Customer's Website Content, including, but not limited to, third-party claims for defamation, libel, slander, infringement, invasion of privacy and publicity rights, obscenity, pornography, profanity, fraud, or misrepresentation. Customer agrees that it is solely responsible for its Website Content and the consequences of posting or publishing it, and that Webflow is only acting as a passive conduit for the online distribution and publication of Customer's Website Content.

3.4.   **Copyright Policy**. 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), Webflow may, in its sole discretion, (i) disable or otherwise limit Customer's access to the Service if Webflow learns that Customer's use of the Service may infringe on any third-party intellectual property rights, and, (ii) in appropriate circumstances, terminate Customer's account and access to the Service if Customer is a repeat infringer.

3.5.   **HIPAA Non-Compliance**. Customer acknowledges that the Service may not be compliant with the Health Insurance Portability and Accountability Act and amendments thereto (hereinafter "**HIPAA**") and agrees not to provide or enable End Users to provide Protected Health Information, as defined in HIPAA, in the Website Content or otherwise in connection with Customer's use of the Service.

3.6.   **Third-Party Equipment**. As between the parties, Customer is solely responsible for (i) obtaining and maintaining the security of any equipment and ancillary services needed to connect to, access, or otherwise use the Service or create Website Content, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers, and the like (collectively, "**Equipment**"); and (ii) all uses of Customer's Equipment with or without Customer's consent.

3.7.   **E-Commerce Functionality**. In its sole discretion, Customer may choose to enable with the Service optional features that permit Customer via its Website Content to provide or sell its products and services to, or otherwise collect payments from, End Users (the "**E-Commerce Functionality**"). Use of the E-Commerce Functionality is governed by and subject to Section 10 (Webflow ECommerce) of Webflow's Terms of Service currently available at https://webflow.com/legal/terms (the "**E-Commerce Terms**"), hereby incorporated by reference into this Agreement. For the avoidance of doubt, if Customer elects not to use the E-Commerce Functionality during the Term, the E-Commerce Terms do not apply. Notwithstanding any other term of the Agreement, if Customer elects to enable the E-Commerce Functionality, Webflow may be required to retain and otherwise handle any data relating to thereto as is reasonably necessary for Webflow's accounting and compliance purposes. To the extent legally permissible, each party will provide prompt notice and reasonably cooperate with respect to a request from an End User to exercise purported legal rights with respect to End User data held by the other party.

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

4.1. **Obligations and Exclusions**. 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 "***Proprietary Information***" of the Disclosing Party). For the purposes of this Agreement, (i) Proprietary Information of Webflow includes, without limitation, non-public information regarding features, functionality, and performance of the Service; and (ii) Proprietary Information of Customer includes, without limitation, non-public data provided by Customer to Webflow to enable the provision of the Service. The Receiving Party agrees (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use or divulge to any third person any such Proprietary Information except to provide or utilize the Service or as otherwise permitted herein. The Receiving Party agrees to maintain the confidentiality of any Proprietary 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 Proprietary Information of the Disclosing Party, or (e) is required to be disclosed by law. If the Receiving Party is compelled by law to disclose Proprietary 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 Proprietary 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 Proprietary Information. The obligations of this Section 4.1 are intended to supplement (i.e., be in addition to), and not contradict or limit, any confidentiality provisions contained in the mutual Nondisclosure Agreement ("***NDA***") in effect between the parties (if applicable), and will apply (i) to any information related to the Service 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.

4.2. **Proprietary Rights**. For the purposes of this Agreement, any information provided by Customer to enable the provision of the Service, including but not limited to Customer's Proprietary Information and Customer's Personal Information (defined below), shall constitute "***Customer Data***." As between the parties, (i) Customer shall own and retain all Intellectual Property Rights in and to Customer Data and Website Content; and (ii) Webflow shall own and retain all Intellectual Property Rights in and to (a) the Service and 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. **Privacy**. To use the Service or otherwise access and utilize Customer's Webflow account, Customer, and its Authorized Users may submit certain Personal Information (defined below) to Webflow. Webflow shall handle any information that identifies or could be used to identify a natural person ("***Personal Information***") submitted by Customer to Webflow in accordance with Applicable Law, Webflow's DPA (as applicable to Customer's use of the Service), and Webflow's Global Privacy Policy located at: https://webflow.com/legal/privacy (the "***Privacy Policy***"). With regards to the nature, scope, and context of the Service, Webflow shall maintain appropriate administrative, organizational, and technical measures designed to protect the confidentiality, integrity, and security of Customer's Personal Information. In the event of a breach of security confirmed by Webflow leading to the accidental or unlawful

destruction, loss, alteration, unauthorized disclosure of, or access to, data transmitted, stored, or otherwise processed ("**Security Incident**"), Webflow shall take appropriate measures to address the Security Incident and mitigate its adverse effects, including notifying Customer without undue delay upon confirmation that the Security Incident directly impacted Customer's Personal Information. If Webflow confirms a Security Incident directly impacted any other Customer Data (excluding Customer Personal Information), Webflow will notify Customer in a commercially reasonable time period. Without limiting any other term of the Agreement, Customer agrees to comply with all data protection laws and regulations in connection with its use of the Service and shall (a) obtain any permissions necessary for Webflow or Customer, its account owner(s), and administrators to access and use its Customer Data, Website Content, or Customer's Personal Information; and (b) be responsible for the accuracy, appropriateness and legality of Customer Data, Website Content, and Customer's Personal Information.

4.4. **Service Improvements.** Notwithstanding any other term of the Agreement, Webflow may compile and use data and information collected, derived, or otherwise gleaned from the Service that has been anonymized, de-identified, and/or aggregated so as not to identify or permit identification of any individual, including but not limited to Customer and its Authorized Users ("**De-Identified Data**") without limitation (e.g., improving and enhancing the Service, and for development, diagnostic, and corrective purposes). For the avoidance of doubt, Webflow will not publicly disclose or distribute De-Identified Data unless it is aggregated in such a manner that does not permit the identification of Customer.

4.5. **Feedback**. Customer may, but is under no obligation to, provide Webflow with suggestions, enhancement requests, or other feedback about the Service (collectively, "**Feedback**"). If Customer chooses to provide Feedback to Webflow, Customer acknowledges and agrees Webflow may use such Feedback for any lawful purpose without obligation, attribution, or compensation to Customer.

4.6. **Publicity**. Subject to Customer's trademark usage guidelines as provided to Webflow from time-to-time, Customer grants Webflow the right to use Customer's name and/or logo for marketing or similar purposes on Webflow's website and related marketing materials.

5. PAYMENT OF FEES

5.1. **Fees**. Customer shall pay Webflow the fees for the Service as described in an 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 Service 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's use of the Service exceeds the number of authorized accounts set forth on the applicable Order Form or otherwise requires the payment of additional fees (e.g., upgrading the SLA Service Tier), Webflow shall bill Customer and Customer agrees to pay the additional fees for such usage in the manner provided herein. Fees for Renewal Terms (as defined below) shall be at Webflow's then-current rates, regardless of any discounted or incentivized pricing in a prior Order Form. Customer is solely responsible for all federal, state, and local taxes, including sales, use, VAT, or similar transaction taxes imposed on Customer's paid subscription to the Service, unless Customer provides Webflow with a valid tax exemption certificate. All taxes payable by Customer will be separately stated and exclusive of the Fees. Customer will have no liability for taxes that are statutorily imposed on Webflow, including taxes or fees based on Webflow's net or gross income.

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

6

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 due date. 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 and may result in suspension of Customer's access to the Service. Inquiries should be directed to Webflow's customer support department.

5.3. **Future Features and Functionality**. Customer agrees that its subscription to the Service is not contingent on the delivery of any future feature or functionality or on any oral or written public or private comments made by Webflow regarding future features or functionality. In its discretion, Webflow may release new features, functionality, enhancements, upgrades, error corrections, bug fixes and other features and functionality intended to generally improve the Service, provided that some features and functionality may be available only with certain subscriptions of the Service.

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.

6.2. **Subscription Term**. The initial term for Customer's access to and use of the Service shall be set forth in the initial Order Form (the "*Initial Term*"). 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*"), unless either party provides notice of non-renewal to the other party (email acceptable) at least thirty (30) days prior to commencement of the ensuing Renewal Term.

6.3. **Termination**. Either party may terminate this Agreement effective after thirty (30) days' notice (or without notice in the case of nonpayment more than thirty (30) days past due) if (1) the other party materially breaches this Agreement and such breach is not cured within such thirty day notice period; or (2) if the other party becomes the subject of a petition in bankruptcy or any other 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 Service shall cease except as strictly necessary 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 for the Service for the period prior to the effective date of termination. Upon any termination, Webflow will make all Website Content available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Webflow may, but is not obligated to, delete stored Customer Data.

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 Service 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.

7

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 is a legal entity duly organized and validly existing under the laws of its relevant jurisdiction; (b) it has the full right, power and authority to enter into this Agreement; (c) this Agreement is a valid and binding obligation of such party; (d) it has obtained and shall maintain throughout the Term all necessary licenses, authorizations, approvals and consents to enter into and perform its obligations hereunder; and (e) it shall comply with all Applicable Laws in its performance of the Agreement, including applicable privacy and data protection laws.

7.2. **Limited Webflow Warranty**. Webflow warrants that the Service will perform materially as described in this Agreement, including the SLA, and Webflow will not materially decrease the overall functionality of the Service during the Subscription Term. If Webflow breaches this Section 7.2, and Customer makes a reasonably detailed warranty claim within thirty (30) days of discovering the issue, then Webflow will use commercially reasonable efforts to correct the non-conformity. If Webflow cannot do so within sixty (60) days of Customer's warranty claim, either party in its discretion may terminate the affected Order Form in accordance with Section 6.3; and, in accordance with Section 6.4, 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. These procedures are Customer's exclusive remedy and Webflow's entire liability for a breach of this Section 7.2.

7.3. **DISCLAIMERS**. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICE AND ALL RELATED COMPONENTS AND INFORMATION ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND; AND WEBFLOW EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SERVICE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT USE OF THE SERVICE MAY REQUIRE CUSTOMER DATA BE ACCESSED AND TRANSFERRED THROUGH THIRD PARTY INFRASTRUCTURES NOT UNDER WEBFLOW'S CONTROL (E.G., PROXY AND REVERSE PROXY SERVICE PROVIDERS). WEBFLOW MAKES NO WARRANTY AND TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW DISCLAIMS ALL LIABILITY WITH RESPECT TO THE SECURITY OF SUCH INFRASTRUCTURES.

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 third-party claims, demands, proceedings, losses, liabilities, and all related costs and expenses, including without limitation reasonable attorneys' fees (collectively, "***Losses***"), arising from or relating to an allegation that the Service, as used in accordance with the Agreement, infringe or misappropriate 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) modify the Service so that they are no longer infringing, without breaching Webflow's warranties under Section 7.2 above; (ii) procure for Customer the right to the continued use of the Service in accordance with this Agreement; or, if neither of the foregoing is commercially practicable, (iii) terminate the Agreement upon 30 days' written notice and refund Customer in accordance with Section

6.4. Customer acknowledges and agrees that Webflow will have no liability for a Claim Against Customer if the actual or alleged infringement results from (a) Customer's breach of or non-adherence to the Agreement or its use of the Service in a manner not contemplated herein; (b) alteration or modification to the Service by Customer or a third party acting on its behalf, including any combination of the Service with any third-party materials; (c) Customer's continued use of the Service after being notified of the allegedly infringing activity or after being instructed by Webflow on how to make corrections or modifications by Webflow that would have avoided the alleged infringement and would not result in any material loss of functionality; (d) Customer's use of the Service under an Order Form for which there were no Fees charged; or (e) Customer's Website Content or use of a non-Webflow application or software. Webflow expressly disclaims any liability for any settlement entered into by Customer or costs incurred by Customer in relation to a Claim Against Customer that are not pre-approved by Webflow in writing.

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 or relating to Customer's Website Content, including but not limited to Customer's breach or alleged breach of Sections 2.1.3, 3.2, 3.7, or 7.1(e) (a "***Claim Against Webflow***"). Customer expressly disclaims any liability for any settlement entered into by Webflow or costs incurred by Webflow in relation to a Claim Against Webflow that are not pre-approved by Customer in writing.

8.3. **Procedure**. Each party's indemnity obligations are subject to the following: (i) the indemnified party shall promptly provide written notice to the indemnifying party of the applicable claim, provided that a failure to promptly notify will not relieve the indemnifying party of its indemnification obligations, except to the extent it has been prejudiced by such failure); (ii) the indemnified party shall give the indemnifying party, in the indemnifying party's sole discretion, the opportunity to assume sole control of the defense and all related settlement negotiations with respect to the claim (i.e., the indemnifying party shall not be responsible for any settlement entered into by the indemnified party that it does not approve in writing), provided that the indemnifying party may not settle or defend any claim unless it unconditionally releases the indemnified party of all liability; and (iii) the indemnified party will reasonably cooperate to the extent necessary for the defense of such claim, at the indemnifying party's expense.

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. LIMITATION OF LIABILITY

EXCEPT FOR THE INDEMNITY OBLIGATIONS SET FORTH HEREIN, UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SYSTEM FAILURE OR NETWORK OUTAGE, SHALL THE AGGREGATE LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL FEES PAID BY CUSTOMER TO WEBFLOW FOR ACCESS TO THE SERVICE IN THE 12 MONTHS PRECEDING THE FIRST INCIDENT THAT GAVE RISE TO THE LIABILITY.

10. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES

IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS OR REVENUE, LOSS OF DATA OR GOODWILL, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL,

CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW OR IN THE EVENT SAID DAMAGES ARE ACTUALLY INCURRED BY ONE PARTY AS A DIRECT AND PROXIMATE RESULT OF THE OTHER PARTY'S INTENTIONAL OR FRAUDULENT ACTS OR OMISSIONS.

11. 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 two million US dollars ($2,000,000) (or local currency coverage of an equivalent value).

12. MISCELLANEOUS

12.1. **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.

12.2. **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.

12.3. **Entire Agreement**. This Agreement is the complete and exclusive agreement between the parties regarding Customer's use of the Service 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 counterparts (such as via DocuSign), which counterparts 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.

12.4. **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 Webflow may assign the Agreement in its discretion (including applicable Order Forms) to an Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. 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.

12.5. **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 provided by Customer in the Order Form.

12.6. **Federal Government End Use Provisions**. As applicable, Webflow provides the Service, Software, and any related software and technology for ultimate federal government end use in accordance with the following: As defined in FAR section 2.101, the Software 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.

12.7. **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 Service, Software 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.

12.8. **Force Majeure**. Except for the obligation to pay outstanding Fees for access to the Service prior to a Force Majeure Event, neither party will be liable to the other for any breach or failure to perform under this Agreement or any Order Form as a result of any act, circumstance, event or matter beyond the reasonable control of the breaching party (each, a "***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, acts of God, government authority, strike or labor disputes, fires or other loss of facilities, war or sabotage, computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within the party's reasonable control, denial of service attacks, and other similar occurrences beyond a party's reasonable control.

12.9. **Conflict**. In the event of an inconsistency between an Order Form and this Agreement, the terms of the Order Form will prevail but solely to the extent of such inconsistency. In the event of a conflict between any addendum to this Agreement and the terms of this Agreement, the terms of this Agreement will prevail, unless otherwise provided in the addendum.

12.10. **Governing Law; Venue**. This Agreement is governed by and will be construed in accordance with the laws of the State of California, without regard to conflict of law principles or the U.N. Convention on the International Sale of Goods. Any legal action or proceeding arising under

11

this Agreement will be brought exclusively in the state or federal courts located in San Francisco County, California, and the parties expressly consent to personal jurisdiction and venue therein. Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement. 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. This Agreement is written in English and the English language will govern any interpretation or inconsistency of this Agreement with any translations.

12.11. **DISPUTE RESOLUTION; ARBITRATION**

12.11.1.   **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.

12.11.2.   **Binding Arbitration**. If the parties are unable to resolve a Dispute as set forth above, all claims arising from use of the Service (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.

12.11.3.   **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.