

## 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%](#)). The primary goals of having an independent third-party audit and assess the reasonableness of our updated MSA, were to provide transparency and reduce 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 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 as set forth at <https://webflow.com/security>. Our security program is mapped 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 has a SOC 2 report and is dedicated to the continued validation of its security program. You can access our report under NDA 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**"). Webflow provides support for international data transfers for applicable customers provided the parties execute our DPA, which includes the [Data Privacy Framework](#) as the primary basis of transfer and the updated Standard Contractual Clauses as the secondary basis of transfer. Webflow's DPA includes applicable privacy commitments required under the California Consumer Privacy Act (CCPA) and related obligations. Webflow will continue to update our DPA to address additional state privacy laws as they take effect in the coming years (e.g., Virginia, Colorado, Utah, Connecticut).

\*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.\*

### **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 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 (e.g., E-Commerce) in Section 2.3 if I do not currently plan on using these functionalities as part of my plan?**

The terms and conditions in Section 2.3 are required even if you have no current plans to use the Additional Product Offerings because they are part and parcel to Webflow offering these additional features and functions (i.e., given our one to many Platform, we do not allow customers to use them without agreeing to the applicable terms). We thus future-proof this scenario by including the relevant terms and conditions proactively, but please note if you choose not to use them, the terms will never be applicable or incorporated into the 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 generally access the Platform via the cloud to create websites *intended* to be public facing for End Users. As Webflow’s customers need only share *de minimis* confidential information to 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.

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## 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.** Subject to the terms and conditions of this Agreement, 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 (e.g., the Webflow Designer and Dashboard, Workspace(s), Site Plans, and Projects) as subscribed to by Customer on the applicable Order Form (collectively, the “**Platform**” or “**Webflow Platform**”). Any content that Customer designs, creates, submits, publishes, posts, displays, uploads, or otherwise makes available to End Users on or via the Platform is Customer’s “**Website Content**.” To the extent Webflow delivers to Customer any downloadable software components related 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 access to and use of the Platform.
- 1.2. **Affiliates.** Customer Affiliate(s) may subscribe to and use the Platform subject to the terms and conditions of this Agreement by executing a separate Order Form that incorporates by reference the terms of this Agreement, and in each such case, all references in this Agreement to Customer shall be deemed to refer to such Customer Affiliate for the purposes of such Order Form(s) and such Affiliate agrees to be bound by this 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 the Service Level Agreement (“**SLA**”) located at: <https://webflow.com/legal/sla>. To clarify, the respective Application and Hosting uptime levels subscribed to by Customer shall be specified on the applicable Order Form.

#### 2. ACCESS AND USE OF THE PLATFORM

##### 2.1. Customer Responsibilities.

- 2.1.1. **Account Creation and Access.** As part of the registration process to access and use the Platform, Customer must register a primary owner account for its Enterprise Workspace. Customer may invite, authorize, or otherwise allow other individuals to access Customer’s Workspace in order to use the Platform (each, an “**Authorized User**”), subject to the limits of the applicable Order Form (i.e., Workspace Seat licenses). Authorized Users may include, by way of example and without limitation, Customer’s employees, contractors, or clients, third-party service providers or agents (e.g., web design agencies or freelancers), and any

other users Customer allows into its Workspace. For the avoidance of doubt, Customer is solely responsible for (and Webflow shall not be liable for) any actions, omissions, or other activity by Customer or its Authorized Users under Customer's Workspace, including but not limited to any Website Content that Customer or any of its Authorized Users modifies, deletes, loses, or otherwise renders unrecoverable through its use of the Platform.

**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 under its account to the Platform or its Workspace (and promptly notify Webflow of any unauthorized access or use of its Webflow account so Webflow can assist Customer); and (c) use the Platform 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 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 Webflow is not responsible for how Customer processes or otherwise handles any End User information it collects. Customer acknowledges and agrees that it is solely responsible for (1) providing any required notices and (2) obtaining all required End User consents as required under Applicable Law. 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 Platform or any related software; (b) modify, translate, or create derivative works based on the Platform or related 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 Platform or related 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 Platform; (ii) use the Platform 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 Platform to store or transmit viruses, worms, ransomware, malware, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs ("**Malicious Code**"); (iv) interfere with or disrupt the integrity or performance of the Platform or third-party data contained therein; (v) attempt to gain unauthorized access to the Platform or related software, systems or networks; or (vi) use the Platform or any other transactional, operational, performance, or other data or information related to the Platform to create Website Content or any related product or service competitive to Webflow.

**2.3. Additional Product Offerings.** In its sole discretion, Customer may choose to access, enable, or otherwise use certain additional products and services provided by Webflow or third-parties when accessing or using the Platform (each, an "**Additional Product Offering**"), subject to the applicable terms and conditions available at <https://webflow.com/legal/product-terms> (the "**Product Terms**"). For clarity, if Customer elects not to use any Additional Product Offering when accessing or using the Platform, the Product Terms shall not apply to this Agreement. Notwithstanding, for the avoidance of doubt, Customer acknowledges and agrees that by accessing, enabling, or otherwise using any Additional Product Offering, Customer agrees (1) to be bound by the terms applicable to



such Additional Product Offering; and (2) such terms are thereby incorporated into the Agreement. If Customer does not agree to the terms applicable to an Additional Product Offering, Customer may not access or use (and must discontinue using) such Additional Product Offering.

- 2.4. **Webflow Beta Products/Program.** From time to time during the Subscription Term, Customer may, in its sole discretion, elect to participate in Webflow's beta program (the "**Beta Program**") to test or otherwise try certain Webflow beta products related to the Platform (each, a "**Beta Product**"), subject to the terms and conditions available at <https://webflow.com/legal/beta-terms> (the "**Beta Terms**"), which are hereby incorporated by reference into this Agreement. For the avoidance of doubt, (1) Beta Products are not considered part of the "Platform" as contemplated by this Agreement; and (2) if Customer elects not to participate in the Beta Program, the Beta Terms shall not apply to this Agreement.
- 2.5. **Future Features and Functionality.** Customer agrees that its subscription to the Platform 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 Platform, provided that some features and functionality may be available only with certain subscriptions of the Platform.

### 3. WEBSITE CONTENT

- 3.1. **IP Rights.** By using the Platform, Customer grants Webflow, including Webflow's third-party hosting providers acting on its behalf (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., those resulting from Customer enabling localization translations and adaptations) of Customer's Website Content for the limited purpose of providing, optimizing, improving, and securing 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. **Website Content Restrictions.** Customer acknowledges and agrees that it is prohibited from using the Platform to post any Website Content that violates any law or rights of any third party. Customer further agrees to use commercially reasonable efforts not to post any Website Content that (i) creates a risk of harm, loss, damage, injury, illness, death, or disability to any person, animal, or property; (ii) creates a risk of harm to or exploits minors (e.g., by exposing them to inappropriate content or asking for personally identifiable information); (iii) may constitute or contribute to a crime or tort; (iv) contains any information that Webflow reasonably deems unlawful, abusive, racially offensive, defamatory, libelous, threatening, profane, intentionally misleading or erroneous, or otherwise similarly harmful or objectionable; (v) 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 relationship; (vi) 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); or (vii) or is overtly adult in nature, including but not limited to sexualized nudity, exposed genitalia, or adult themed content. Webflow reserves the right to remove any Website Content that Webflow reasonably believes violates the terms of this Section 3.2; provided that Webflow will first use commercially reasonable efforts to give Customer a good-faith opportunity to cure any such violations prior to removing any Website Content.

- 3.3. **No Responsibility of Webflow.** To the extent permitted by law, Customer acknowledges and agrees that Webflow is only acting as a passive conduit for the online distribution and publication of Customer's Website Content via the Platform and is not undertaking and assumes no responsibility or liability relating to Website Content that Customer (or any other user or third party) posts via the Platform. Webflow, its successors, assigns, employees, agents, directors, officers, and stockholders (i) do not undertake or assume any duty to monitor the Platform 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. 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.
- 3.4. **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 Platform if Webflow learns that Customer's use of the Platform may infringe on any third-party intellectual property rights, and, (ii) in appropriate circumstances, terminate Customer's account and access to the Platform if Customer is a repeat infringer.
- 3.5. **HIPAA Non-Compliance.** Customer acknowledges that the Platform 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 Platform.
- 3.6. **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. 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, Customer’s Personal Information (defined below), 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. **Privacy.** To use the Platform 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 Platform), and Webflow’s Global Privacy Policy located at: <https://webflow.com/legal/privacy> (the “**Privacy Policy**”). By using the Platform, you confirm that you have read and understood the Privacy Policy and consent to the collection, use, processing, and disclosure of your Personal Information and aggregated data as set forth therein. For the avoidance of doubt, the Privacy Policy does not form part of this Agreement. With regards to the nature, scope, and context of the Platform, 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 Platform 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. **Webflow Security Standards.** Webflow will comply with the security standards set forth in Webflow’s Information Security Addendum available at <https://webflow.com/legal/infosec>.
- 4.5. **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**”).

- 4.6. **Feedback.** Customer may, but is under no obligation to, provide Webflow with suggestions, enhancement requests, or other feedback about the Platform (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.
- 4.7. **Publicity.** Subject to Customer’s trademark usage guidelines as provided to Webflow from time-to-time, Customer grants Webflow the limited right to refer to Customer’s name and logo to identify Customer in Webflow’s customer lists or related marketing materials.

## 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 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 and may result in suspension of Customer’s access to the Platform. Inquiries should be directed to Webflow’s customer support department.
- 5.3. **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.
- 5.4. **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.

## 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.** The initial term for Customer's access to and use of the Platform shall be set forth in the initial Order Form (the "**Initial Term**"). Unless otherwise specified on the applicable Order Form, 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**"). If Customer does not materially change the scope of its subscription to the Platform 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 (defined below) passes. For the avoidance of doubt, if Customer materially downgrades the scope of its subscription to the Platform in an ensuing Renewal Term, the applicable Renewal Term Fees shall be based off of Webflow's then-current rates, regardless of any discounted or incentivized pricing in a prior subscription.

6.2.2. **Non-Renewal.** Customer may not cancel or downgrade the scope of its subscription to the Platform during any active Subscription Term. Customer may only cancel or downgrade the scope of its subscription to the Platform for an ensuing Renewal Term by providing Webflow with clear and unambiguous written notice (email acceptable to [renewals@webflow.com](mailto:renewals@webflow.com)) at least thirty (30) days prior to the expiration of its then-current subscription ("**Non-Renewal Notice Date**"). The cancellation or downgrade will then take effect at the end of the current Subscription Term. 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 its subscription to the Platform will automatically renew in accordance with Section 6.2.1. Notwithstanding any other term of the Agreement, the parties agree that the terms and conditions set forth in this MSA are reasonable, fair, and proportionate to the scope of Customer's subscription to the Platform as of the Effective Date. Accordingly, if Customer materially downgrades the scope of its subscription to the Platform in an ensuing Renewal Term and thereby alters the fundamental commercial bargain between the parties as of the Effective Date, Customer agrees that Webflow reserves the right to immediately terminate this MSA and require Customer's Order Form for the applicable Renewal Term be governed by new terms and conditions that are proportionate to the scope of Customer's subscription.

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 Platform 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 Platform 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 backup/archival systems that is 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 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. **Webflow Warranties.** During the Subscription Term, Webflow warrants to (i) employ applicable industry standards designed to protect the security and integrity of the Platform in the form made available to Customer by Webflow from and against Malicious Code; and (ii) not materially degrade the overall functionality of the Platform as contemplated by the Agreement. If Webflow breaches this Section 7.2, Customer must provide a reasonably detailed warranty claim within thirty (30) days of discovering the issue and, if Webflow cannot resolve the issue within thirty (30) days of Customer’s warranty claim, Customer may terminate the affected Order Form and Webflow will refund Customer a prorated amount of prepaid fees applicable to the remainder of the Subscription Term (measured from the date the uncured breach first occurred). Notwithstanding any other term of the Agreement, Webflow’s restoration and cure obligations, and Customer’s termination and refund rights, are Customer’s sole and exclusive remedy if Webflow breaches any of the warranties in this Section 7.2.
- 7.3. **DISCLAIMERS.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PLATFORM AND ALL RELATED COMPONENTS AND INFORMATION ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS WEBFLOW EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PLATFORM, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT USE OF THE PLATFORM MAY REQUIRE DATA TRAVEL THROUGH THIRD PARTY INFRASTRUCTURES THAT ARE NOT UNDER WEBFLOW’S CONTROL (E.G., PROXY AND REVERSE PROXY SERVICE PROVIDERS, INTERNET SERVICE PROVIDERS, ETC.) AND WEBFLOW MAKES NO WARRANTY WITH RESPECT TO THE SECURITY OF ANY SUCH THIRD-PARTY 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 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) modify the Platform so it is 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 Platform 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 Platform in a manner not contemplated herein; (b) alteration or modification to the Platform by Customer or a third party acting on its behalf, including any combination of the Platform with any third-party materials; (c) Customer's continued use of the Platform 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 Platform 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 a third-party claim, suit, or action related to Customer's Website Content, including but not limited to Customer's breach or alleged breach of Sections 2.1.3, 3.2, 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. LIMITATIONS OF LIABILITY

- 9.1. **LIABILITY CAP.** EXCEPT FOR THE INDEMNITY OBLIGATIONS SET FORTH HEREIN OR INSTANCES OF FRAUD AND INTENTIONAL MISCONDUCT, UNDER NO CIRCUMSTANCES 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 AND PAYABLE BY CUSTOMER TO WEBFLOW FOR ACCESS TO THE PLATFORM IN THE 12 MONTHS PRECEDING THE FIRST INCIDENT THAT GAVE RISE TO THE LIABILITY.

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, NEITHER PARTY SHALL 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.

9.3. **IN GENERAL.** EACH PROVISION OF THE AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS 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 Customer's use of the Platform 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.

11.4. **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.

- 11.5. **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 11<sup>th</sup> Street  
 San Francisco, CA 94103  
 With a mandatory electronic copy to [legal@webflow.com](mailto: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](mailto:contact@webflow.com). Customer's failure to maintain accurate, current contact information shall relieve Webflow of its notice obligations under the Agreement.

- 11.6. **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.
- 11.7. **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 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.
- 11.8. **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.

11.9. **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.

11.10. **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 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. To the extent permissible under Applicable Law, 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.

#### 11.11. **DISPUTE RESOLUTION; ARBITRATION**

11.11.1. **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.

11.11.2. **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](http://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.

- 11.11.3. **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.