

## WEBFLOW RESELLER AGREEMENT

This Reseller Agreement is entered into by and between Webflow, Inc. (inclusive of its Affiliates, “**Webflow**”), and the party identified in the signature block (“**Reseller**”) of an Order Form or related ordering document (“**Order Form**”). By executing an Order Form expressly referencing this Agreement, Reseller agrees to the terms of this Reseller Agreement (together with such Order Form(s), the Reseller Program Guidelines (as defined below), and any other addenda or exhibits referenced herein, collectively the “**Agreement**”), effective as of the date last signed by the parties on such Order Form (the “**Effective Date**”).

### RESELLER TERMS AND CONDITIONS

The parties agree as follows:

#### 1. INTRODUCTION

The Agreement sets forth the terms and conditions under which Reseller may participate in Webflow’s Reseller Partner Program (“the **Program**”) and purchase subscriptions to the Webflow Offerings (as defined below) for resale to end-user customers.

#### 2. DEFINITIONS

- 2.1 “**Affiliate(s)**” means an entity that, directly or indirectly, owns or controls, is owned or is controlled by or is under common ownership or control with a Party, where “ownership” means the beneficial ownership of fifty percent (50%) or more of an entity’s voting equity securities or other equivalent voting interests and “control” means the power to direct the management or affairs of an entity.
- 2.2 “**Anti-Corruption Laws**” means all anti-bribery and anti-corruption laws and regulations binding on a party’s business in connection with the performance of its obligations or exercise of its rights under this Agreement, including the United States Foreign Corrupt Practices Act, U.K. Bribery Act 2010 and the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.
- 2.3 “**Applicable Data Protection Law**” means any privacy and/or data protection laws, regulations and binding guidance that apply to the processing of Personal Data in connection with the respective party’s performance under this Agreement, or to the privacy of electronic communications, including, to the extent applicable, the General Data Protection Regulation (EU) 2016/679 (“GDPR”), Directive 2002/58/EC, the California Consumer Privacy Act, as may be amended from time to time (“CCPA”) and any legislation or regulations implementing, replacing, amending or made pursuant to such laws.
- 2.4 “**Customer**” means an end-user individual or entity that has subscribed to use an Offering.
- 2.5 “**Customer Agreement**” means the then-current version of the Webflow Master Subscription Agreement (available at <https://webflow.com/legal/msa>), as may be periodically updated by Webflow from time to time, or other customer agreement with Webflow for use of the applicable Offerings.
- 2.6 “**Effective Date**” means the last signature date shown above.

- 2.7 **“Feedback”** means any non-confidential comments, ideas, or feedback about the Offerings submitted by Reseller to Webflow, including without limitation any suggestions related to improving the Offerings.
- 2.8 **“List Price”** means the MSRP or “list price” of the Offerings as described in the Program Guidelines or otherwise made available by Webflow to Reseller.
- 2.9 **“Offering(s)”** means Webflow’s Enterprise level products or services, including those as described at <https://webflow.com/platform> and as modified from time to time. Offerings may include, by way of example only and without limitation, Webflow’s software-as-a-service website design and development platform (“Webflow Enterprise”), Webflow Optimize, Analyze, and/or Localization.
- 2.10 **“Order Form”** means a mutually-executed order for the Offerings submitted by Reseller on behalf of a Customer, using the quote and order form process designated by Webflow.
- 2.11 **“Personal Data”** means, as applicable, “personal data” as defined under GDPR, “personal information” as defined under CCPA, or any other personal data or personal information protected by Applicable Data Protection Laws and processed by a party as set forth under this Agreement.
- 2.12 **“Privacy Policy”** means Webflow’s Privacy Policy available at <https://webflow.com/legal/privacy>.
- 2.13 **“Program Guidelines”** means the guide and guidelines that are provided to Reseller, either directly by Webflow or as posted in the applicable Webflow reseller portal, which includes the policies, guidelines, pricing, and other process requirements applicable to Reseller, as updated from time-to-time by Webflow.
- 2.14 **“Program Resources”** means any and all enablement materials, marketing collateral, and other benefits, resources, and materials, as updated by Webflow from time-to-time, that Webflow may elect to provide to Reseller.
- 2.15 **“Reseller Marks”** means the trademarks, service marks, trade names, copyrights, logos, slogans, and identifying symbols and indicia applicable to Reseller, as provided by Reseller for use under this Agreement
- 2.16 **“Scope of Use”** means the applicable entitlements to/for the Offerings as specified in an Order, which may include by way of example only: (a) number and type of users, seats, sites, or project plans; and (b) usage limits (e.g., monthly site visit and bandwidth limits and API requests).
- 2.17 **“Term”** means the period during which this Agreement is in effect, commencing as of the Effective Date and continuing in effect until terminated as provided herein.
- 2.18 **“Webflow Marks”** means the trademarks, service marks, trade names, copyrights, logos, slogans, and identifying symbols and indicia applicable to Webflow, as provided by Webflow for use under this Agreement.

### 3. **RESELLER RIGHTS AND RESTRICTIONS**

#### 3.1 Resale of Offerings.

- (a) Limited License Grant to Resell Offerings. Subject to Reseller's compliance with the terms and conditions of this Agreement and satisfaction of the criteria required to participate in the Program as specified in the Program Guidelines, during the Term, Webflow hereby grants Reseller a one-time, non-exclusive, revocable right to resell licenses or subscriptions (as applicable) to the Offerings directly as-is to Customers, for the Customer's own use (i) within the applicable Scope of Use and (ii) pursuant to a Customer Agreement as further set forth below in Section 4.2 (Customer Agreements and Warranties). All resales are subject to the Reseller's submission and Webflow's acceptance of the applicable Order in accordance with Section 7 (Orders and Payment) below. Except as expressly set forth herein, Reseller shall have no other rights in and to the Offerings and Webflow reserves all rights and licenses not expressly granted hereunder.
- (b) No Indirect Sales. Reseller's rights under this Agreement are non-transferable and non-sublicensable. Reseller may not resell Offerings to Customers or third parties for further resale, redistribution, sharing or transfer. Nor may Reseller resell any Offerings except pursuant to Orders directly with Webflow in accordance with this Agreement (e.g., Reseller may not resell Offerings purchased from other Webflow resellers).
- (c) Webflow-Provided Offerings. For clarity, Reseller will not act as a sublicensor or provider of the Offerings and has no right to rebrand, reframe, operate or control the Offerings. However, as to each Customer, Reseller will be solely responsible for ongoing account-related activities such as billing, collecting fees and refunds as further set forth in Section 7 (Orders and Payment).

3.2 License Restrictions. Reseller will not, and will not permit any third party to: (a) sell, provide access to, distribute or sublicense the Offerings to a third party except as expressly authorized in this Agreement; (b) incorporate the Offerings into Reseller's products or services or resell the Offerings on a bundled or OEM basis (for clarity this does not prohibit Reseller from listing Offerings with Reseller or third-party products on a quote or invoice provided to Customers); (c) use the Offerings for Reseller's own benefit, or on behalf of, or to provide any product or service to, third parties (for clarity this does not limit any separate Reseller access to Offerings under Section 5.1 (Access Through Customer Accounts)); (d) use the Offerings to develop a similar or competing product or service; (e) reverse engineer, decompile, disassemble or seek to access the source code or non-public APIs to the Offerings, except to the extent expressly permitted by applicable law (and then only with prior notice to Webflow); (f) modify or create derivative works of the Offerings; (g) copy any element of the Offerings; or (h) remove, obscure or modify in any way any proprietary or other notices or attributions in the Offerings. Without limiting the foregoing, Reseller may not market, advertise or resell the Offerings through any online store, except to the extent such restriction is prohibited by applicable law.

3.3 Identification as Reseller. During the Term, and subject to this Agreement and any quality standards and usage guidelines specifically prescribed in the Program Resources, including in the Program Guidelines and the Trademark Guidelines available at <https://brand-at.webflow.io/resources#logos>, Webflow grants Reseller the right to use the Webflow Marks and Program Resources solely in connection with identifying itself as

a Webflow “Reseller” pursuant to this Agreement. Webflow shall own and retain all rights, title, and interest in the Webflow Marks and all use thereof by Reseller will inure to the benefit of Webflow. Reseller will not advertise or market Webflow's Offerings without clearly identifying Webflow as the developer or provider of such Offerings, and all advertising, promotion, or other material relating to the Offerings must be approved in writing by Webflow prior to distribution of such material. The use of e-mail will constitute written approval in this process. Reseller will promptly cease any use of the Webflow Marks upon termination of this Agreement or Webflow's request. At no time during or after the Term will Reseller (a) register or acquire any domain names that contain any terms that are the same or similar to the Offerings or Webflow's domains, (b) challenge or assist others to challenge Webflow's trademark rights in the Webflow Marks or the registration thereof, (c) attempt to register or acquire any trademarks confusingly similar to those in the Webflow Marks, or (d) use the Webflow Marks except as expressly permitted in this Agreement. Reseller acknowledges that any unauthorized use of the Webflow Marks will constitute a material breach of this Agreement.

- (a) Reseller's Marks. Reseller grants Webflow a limited, worldwide, revocable, non-exclusive, non-transferable, non-sublicensable, and royalty-free license to use and publicly display Reseller's Marks to identify Reseller as an authorized reseller of Webflow's Offerings and solely in connection with this Agreement. Reseller shall own and retain all rights, title, and interest in the Reseller Marks and all use thereof by Webflow will inure to the benefit of Reseller.

- 3.4 No Exclusivity. The rights granted to Reseller hereunder are non-exclusive and nothing under this Agreement will be deemed to prohibit Webflow from entering into any reseller, end-user license, services or other agreement with any party anywhere in the world either during or after the Term.

#### **4. RESELLER CONDUCT AND OBLIGATIONS**

- 4.1 Reseller Conduct. Reseller agrees not to (a) disparage the Offerings, (b) represent itself as an agent or employee of Webflow, (c) engage in any misleading, deceptive, illegal, or unethical conduct in connection with its performance under this Agreement, (d) commit Webflow to any contracts without Webflow's prior written consent, or (e) make any representations, guarantees, warranties or commitments regarding the Offerings (i) that are inconsistent with those in the product descriptions provided by Webflow from time to time, or (ii) otherwise on Webflow's behalf. If Reseller breaches this Section 4.1, without limiting its other remedies, Webflow may terminate this Agreement immediately with notice.

- 4.2 Customer Agreements and Warranties. Each Customer's access to and use of the Offerings is subject to the applicable Customer Agreement. Reseller is responsible for ensuring each Customer has agreed to such Customer Agreement, at or before such Customer accesses or uses the Offerings, in a manner that is legally binding upon the Customer, including but not limited to Reseller securing Customer's signature on an ordering document for licenses to Webflow's Offerings that expressly states Customer's use is subject to the Customer Agreement. Upon written request by Webflow, Reseller will promptly deliver to Webflow evidence that a Customer has agreed any access to or use of the Offerings is subject to the Customer Agreement. Reseller agrees to immediately notify Webflow of any known or suspected breach of a Customer

Agreement or other unauthorized use of the Offerings it becomes aware of and to reasonably assist Webflow in the enforcement of the terms of each Customer Agreement. For the avoidance of doubt, any warranties regarding the Offerings shall be made by Webflow directly to the Customer as set forth in the Customer Agreement, and any refund provided as a remedy for such warranties will be provided in accordance with the Customer Agreement. For clarity, Reseller has no authority to (and may not) alter, remove or negotiate the terms of the Customer Agreement.

4.3 Reseller Undertakings and Obligations. In order to maintain eligibility to participate in the Program, Reseller undertakes and agrees to: (a) comply at all times with the Program Guidelines; (b) not provide training or other similar services to Customers in connection with their use of the Offerings; (c) inform Webflow immediately of any changes in ownership or control of Reseller and of any change in its organization or method of doing business which might affect the performance of Reseller's duties under the Agreement; (d) not authorize, facilitate, enable, or knowingly permit any breach of the Customer Agreement by any third party, including any Customer or prospective customer; and (e) provide reasonable assistance to enable Webflow to manage and enforce the terms of the Customer Agreement as necessary against Customers, including providing Webflow such information about Customers and their personnel and the use of the Offerings as is reasonably required by Webflow for the purposes stated in this Agreement. Further, Reseller will represent Webflow and the Offerings in a positive and professional manner at all times. Reseller shall ensure that any personnel who will be performing activities under this Agreement, prior to such performance, have satisfactorily completed a background investigation, reasonable for the given role, and subject to applicable law.

4.4 Offering Restrictions. Reseller will not: (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Offerings; (ii) transfer, sublicense or otherwise distribute the Offerings to any third party; (iii) lease, lend, or rent the Offerings, use the Offerings to provide service bureau, time sharing, application services provider, hosting or other computer services to third parties, or otherwise make the functionality of the Offerings available to third parties with or without consideration; or (iv) disassemble, decompile or reverse engineer the Offerings or any software associated with the Offerings nor permit any third party to do so, except to the extent such restrictions are prohibited by law. Reseller undertakes not to (a) purchase the Offerings from any person or entity other than Webflow directly, or during the Term of this Agreement, (b) distribute, create or offer any services which compete with the Offerings. Nothing in this Agreement shall be construed as limiting, in any manner, Webflow's own marketing, sales or distribution activities or its appointment of other resellers, distributors, licensees or agents. Further, Reseller shall not make any representations, warranties, guarantees, or other commitments with respect to the specifications, features or capabilities of the Offerings that are inconsistent with those contained in the promotional material supplied by Webflow from time to time or otherwise incur any liability on behalf of Webflow howsoever arising without Webflow's express prior written consent.

## 5. **RESELLER ACCESS TO OFFERINGS**

5.1 Access Through Customer Accounts. If Reseller receives access to the Offerings directly from a Customer that Reseller sold the Offerings to (e.g., in Reseller's capacity as a contractor of Customer), then Reseller's access or use of the Platform on behalf of a

Customer will remain subject to the applicable Customer Agreement between Webflow and such Customer, and Reseller will be considered an “Authorized User” of such Customer as defined under the Customer Agreement.

- 5.2 No Other Access; Separate Agreements. Except as expressly provided in this section, Reseller receives no other access to the Offerings in connection with this Agreement. If Reseller purchases licenses to the Offerings for its own use, its use of the Platform will be governed by the Customer Agreement between Reseller and Webflow and not this Reseller Agreement.

## 6. OWNERSHIP

- 6.1 Reservation of Rights and Ownership. Neither party grants the other party any rights or licenses not expressly set forth in this Agreement. The Platform (including any content or information contained therein) and all copies thereof are protected by copyright and other intellectual property laws and treaties. Webflow and its suppliers have and will retain all rights, title and interest (including all patent rights, copyrights, trade secret rights, trademarks, service marks, related goodwill and confidential and proprietary information) in and to its trademarks, logos, and similar indicia (including all goodwill arising from their use), the Platform, any underlying software and all copies, improvements, updates, modifications and enhancements of the foregoing (including any changes which incorporate any Feedback (defined below), and Reseller does not acquire any rights of ownership in any of the foregoing. Notwithstanding any use of terms such as “purchase”, “sale” or likewise hereunder, licenses to the Offerings are offered by Webflow on a license or subscription basis only.
- 6.2 Feedback. Reseller may choose to, but is not obligated to, submit Feedback to Webflow. Reseller agrees that for any Feedback it provides, Reseller hereby assigns to Webflow all right, title, and interest in and to such Feedback, and Webflow is free to reproduce, disclose, and otherwise use the Feedback without attribution, payment, or restriction of any kind. Reseller will not submit any Feedback that it considers confidential or proprietary and Webflow will treat any Feedback it receives as non-confidential and non-proprietary.

## 7. ORDERS AND PAYMENT

- 7.1 Orders. In order to resell Offerings and prior to committing to provide any Offerings to any Customer, Reseller must execute an Order Form with Webflow specifying the Offerings that Reseller will resell, the applicable Customer and corresponding contact information, and the Customer’s Scope of Use. No Order Form will be binding until accepted by Webflow in its sole discretion (or otherwise in writing). Any Order Form placed by Reseller must correspond to an applicable order form by Customer for the Offerings and associated Scope of Use. Any additional or different terms in Reseller’s order form with the Customer will not be binding upon Webflow and Reseller will be solely liable for any claims arising from such terms. Accepted Order Forms are non-cancellable by Reseller, except to the extent otherwise set forth herein or in an Order Form. Webflow may collect and use certain data and information in connection with Reseller’s placement of an Order Form in accordance with Webflow’s Privacy Policy available at <https://webflow.com/legal/privacy>.

- 7.2 Price and Payment. Each Order Form will set forth the Offerings and List Price. Webflow will invoice Reseller promptly upon execution of an Order Form and Reseller will pay all amounts due in United States Dollars within thirty (30) days of such invoice. Any and all expenses, costs and charges incurred by Reseller in the performance of its obligations under this Agreement are the sole responsibility of Reseller.
- 7.3 Customer Pricing; Collection. Reseller will independently determine the pricing at which it resells the Offerings to Customers and in compliance with any requirements set forth in the Program Guidelines. However, Reseller will not resell the Offerings at a price exceeding the maximum List Price specified by Webflow in the Program Guidelines or elsewhere. Reseller will be solely responsible for collecting all fees from Customers. Non-payment by Customers will not relieve Reseller of its obligation to pay fees to Webflow. Webflow reserves the right to cancel or suspend provision of the Platform with respect to any Customer if it fails to receive payment from Reseller with respect to such Customer.
- 7.4 Customer Access. Webflow will deliver license keys, access keys or login or other instructions for access to the Offering directly to the Customer contact specified in Reseller's Order Form in accordance with Webflow's standard delivery procedures. Webflow will not deliver any Offerings covered by an Order Form to Reseller.
- 7.5 Taxes. Amounts payable by Reseller under this Agreement for Offerings exclude any taxes or duties payable in respect of the Offerings in the jurisdiction where the payment is either made or received, which may include but are not limited to, sales, use, VAT, gross receipts, personal property, and other similar taxes. To the extent that any such taxes or duties are payable by Webflow, Reseller must pay to Webflow the amount of such taxes or duties in addition to any amounts owed under this Agreement for the Offerings at the time of the applicable Order Form. Notwithstanding the foregoing, Reseller may have obtained an exemption from relevant taxes or duties as of the time such taxes or duties are levied or assessed. In such event, Reseller may provide to Webflow any such exemption information, and Webflow will use reasonable efforts to provide such invoicing documents as may enable Reseller to obtain a refund or credit for the amount so paid by Webflow from any relevant revenue authority, if such a refund or credit is available. However, Webflow will have no refund or credit obligation itself under this section.
- 7.6 Records and Audit. Reseller will maintain complete, clear and accurate records of its transactions and performance under this Agreement, including evidence of each Customer's entry into the Customer Agreement. Upon ten (10) days' advance written notice, Reseller will permit Webflow or its representative to audit Reseller's records to ensure Reseller's compliance with this Agreement. Any such audit will be conducted during normal business hours and in a manner designed to cause minimal impact on Reseller's ordinary business activities. Reseller will maintain all records required under this Agreement for at least 3 years following expiration or termination of the Agreement.
- 7.7 Customer Refunds and Service Credits. For the avoidance of doubt, except as expressly stated in the applicable Customer Agreement or when required by applicable law, subscriptions are non-cancelable and fees are non-refundable. If a Customer exercises its right expressly granted under the applicable Customer Agreement to terminate an order or to seek a refund or service credit, Reseller will promptly notify Webflow and provide Webflow with evidence of the Customer's request. Webflow may, in its sole

discretion: (a) issue the appropriate refund or service credit directly to the Customer in lieu of a refund or service credit to Reseller or (b) issue the refund or service credit to Reseller, which refund or service credit Reseller will promptly revert to the Customer. Other than as set forth in this section, Webflow will not issue any refunds or service credits to Reseller under this Agreement.

## 8. **WARRANTIES AND DISCLAIMER.**

8.1 **Mutual Warranties.** Each party represents and warrants that: (a) it has the legal power and authority to enter into and perform its obligations under this Agreement; (b) this Agreement is executed by its duly authorized representative and represents a binding commitment on it; (c) its execution and performance of this Agreement will not violate any other agreement to which it is a party, and (d) it will comply with all laws applicable to its business in connection with its performance under this Agreement, including Applicable Data Protection Laws, import and export compliance laws and regulations and anti-corruption laws, and will not give, offer or promise any item of value to any official, person or entity in violation of anti-corruption laws.

8.2 **DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE OFFERINGS AND ALL RELATED WEBFLOW PRODUCTS, COMPONENTS, AND INFORMATION ARE PROVIDED “AS IS” AND “AS AVAILABLE” AND WEBFLOW MAKES NO OTHER WARRANTIES OF ANY KIND WITH RESPECT TO THE OFFERINGS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

## 9. **Indemnification.**

9.1 **Indemnification by Reseller.** Reseller shall defend, indemnify, and hold harmless Webflow and its officers, directors, employees, representatives and agents 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 a third-party claim, suit, or action related to (a) Reseller’s breach or alleged breach of any of its obligations in this Agreement or its conduct in connection with the Offerings not expressly authorized by Webflow, or (b) Reseller’s issuance of any warranty or representation regarding Webflow or the Offerings not specified in the Customer Agreement.

9.2 **IP Indemnification by Webflow.** Webflow shall defend, indemnify, and hold harmless Reseller and its officers, directors, employees, representatives and agents from and against any Losses arising from a third-party claim, suit, or action alleging that the Platform, as provided by Webflow under the applicable Customer Agreement and used in accordance with the terms therein, infringes or misappropriates a third party’s intellectual property rights (an “**IP Infringement Claim**”). This section sets out Reseller’s exclusive remedy and Webflow’s entire liability regarding an IP Infringement Claim.

9.3 **Mitigation.** In response to an actual or potential IP Infringement Claim, Webflow may, at its option: (a) procure rights for Customer’s continued use of the Platform, (b) replace or modify the alleged infringing portion of the Platform without reducing the overall functionality of the Platform, or (c) terminate the affected Customer Agreement and

refund to Customer any pre-paid, unused fees for the terminated portion of the subscription term as described in the applicable Customer order form.

- 9.4 **Procedure.** The indemnifying party's obligations in this section are subject to receiving (a) prompt written notice of the claim, (b) the exclusive right to control and direct the investigation, defense and settlement of the claim and (c) all reasonably necessary cooperation of the indemnified party, at the indemnifying party's expense for reasonable out-of-pocket costs. The indemnifying party may not settle a claim without the indemnified party's prior written consent (not to be unreasonably withheld) if the settlement would require the indemnified party to admit fault or take or refrain from taking any action (other than ceasing use or sale of infringing materials, when Webflow is the indemnifying party). The indemnified party may participate in the defense of any claim with its own counsel at its own expense.
- 9.5 **Exceptions.** Webflow's indemnification obligations for an IP Infringement Claim do not apply to the extent the IP Infringement Claim arises from: (a) Customer's modification or unauthorized use of the Platform, (b) use of the Platform in combination with items not provided by Webflow (including any third-party products, services, or integrations), or (c) any unofficial or unsupported releases of the Platform.

## 10. LIMITATION OF LIABILITY

- 10.1 **Consequential Damages Waiver.** EXCEPT FOR EXCLUDED CLAIMS (DEFINED BELOW), NEITHER PARTY (NOR ITS SUPPLIERS OR AFFILIATES) WILL HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, INTERRUPTION OF BUSINESS, COSTS OF DELAY OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.
- 10.2 **Liability Cap.** EXCEPT FOR EXCLUDED CLAIMS, EACH PARTY'S (AND ITS SUPPLIERS' AND AFFILIATES') AGGREGATE LIABILITY TO THE OTHER ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNT ACTUALLY PAID OR PAYABLE BY RESELLER TO WEBFLOW WITH RESPECT TO THE ORDER FORM THAT IS THE SUBJECT OF THIS AGREEMENT.
- 10.3 **Excluded Claims.** "**Excluded Claims**" means (a) Reseller's breach of Section 4 (Reseller Conduct and Obligations), (b) amounts payable to third parties by either party under Section 9 (Indemnification) or (c) either party's breach of Section 11 (Confidential Information).
- 10.4 **Nature of Claims and Failure of Essential Purpose.** The parties agree that the waivers and limitations specified in this Section 10 apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

## 11. CONFIDENTIAL INFORMATION

- 11.1 **Definition.** "**Confidential Information**" means information disclosed under this Agreement that is designated by the disclosing party as proprietary or confidential or that should be reasonably understood to be proprietary or confidential due to its nature and the circumstances of its disclosure. Webflow's Confidential Information includes the

terms and conditions of this Agreement, the Platform, any technical or performance information about the Platform, any non-public documentation provided by Webflow and any new product information regarding the Platform.

- 11.2 **Obligations.** As the receiving party, each party will (a) hold the disclosing party's Confidential Information in confidence and not disclose such Confidential Information to third parties except as permitted in this Agreement and (b) only use such Confidential Information to fulfill its obligations and exercise its rights in this Agreement. The receiving party may disclose the disclosing party's Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know, provided it remains responsible for their compliance with this section and they are bound to confidentiality obligations no less protective than this section.
- 11.3 **Exclusions.** These confidentiality obligations do not apply to information that the receiving party can document (a) is or becomes public knowledge through no fault of the receiving party, (b) it rightfully knew or possessed prior to receipt under this Agreement, (c) it rightfully received from a third party without breach of confidentiality obligations or (d) it independently developed without using the disclosing party's Confidential Information. The receiving party may disclose the disclosing party's Confidential information if required by law, subpoena or court order, provided, if permitted by law, it notifies the disclosing party in advance.
- 11.4 **Remedies.** Unauthorized use or disclosure of confidential Information may cause substantial harm for which damages alone are an insufficient remedy. Each party may seek appropriate equitable relief, in addition to other available remedies, for breach or threatened breach of this section.

## 12. **TERM AND TERMINATION**

- 12.1 **Term.** Subject to earlier termination as provided herein, this Agreement will remain in effect for the duration of the Term.
- 12.2 **Termination.** Either party may terminate this Agreement for no reason or any reason upon thirty (30) days' prior written notice. Either party may also terminate this Agreement or an applicable Order Form if the other party fails to cure a material breach of this Agreement within fifteen (15) days after notice of such breach. Upon notice, Webflow may suspend Reseller's participation as a reseller for breach of this Agreement or may terminate this Agreement if Webflow ceases to offer Webflow's reseller program or determines that termination is necessary to comply with laws or to avoid liability or harm to its services, reputation, Customers or users. Except where an exclusive remedy may be specified in this Agreement, termination is not an exclusive remedy, and the exercise by either party of any remedy under this Agreement will be without prejudice to any other remedies it may have under this Agreement, by law or otherwise.
- 12.3 **Consequences of Termination.** Upon any expiration or termination of this Agreement, Reseller will (a) cease to be an authorized reseller of the Platform, (b) immediately cease all advertising, marketing and other resale activities with respect to the Platform, (c) cease use of the Platform to the extent permitted under the Agreement and destroy any and all copies of the Platform, (d) immediately pay Webflow any outstanding unpaid amounts and (e) pay Webflow the amounts, if any, which come due under any Order Form accepted prior to the date of termination as such amounts come due. In addition, upon any expiration or termination of this Agreement, each party will return or destroy (at

the other party's option) any Confidential Information of the other party in its possession or control, provided that each party may maintain reasonable copies to the extent required by applicable law or for archiving purposes in accordance with its record retention policies.

12.4 Customer Agreements. Any Customer licenses or subscriptions granted prior to the termination of the Agreement will survive in accordance with the terms of the applicable Customer Agreement, provided that in no event may such licenses be extended or renewed without the prior written consent of Webflow. The parties agree to continue cooperating to carry out an orderly termination of their relationship, and to the extent a Customer desires to purchase Offerings (including renewals and increasing user tiers) following termination of the Agreement, Reseller will refer the Customer to Webflow and fully cooperate with Webflow in connection therewith. Webflow will have no liability to Reseller of any type arising from termination of this Agreement in accordance with its terms. To the extent a Customer notifies Reseller or Webflow that it wishes to terminate an order with Reseller prior to the applicable license end date as set forth in such order with Reseller in accordance with the Customer's terms with the Reseller, and purchase Offerings through another Webflow reseller or Webflow directly, then Reseller agrees to reasonably cooperate with Webflow in transferring applicable access or other requisite rights to the Offerings under the terminated Order Form to Customer or Customer's selected alternate reseller.

12.5 Survival. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, any terms regarding license restrictions, definitions, ownership rights, price and payment, taxes, records and audit keeping, disclaimers, indemnification obligations, confidential information, term and termination, limitation of liability, and dispute resolution.

### 13. **DISPUTE RESOLUTION**

13.1 Governing Law; Jurisdiction and Venue. This Agreement is governed by the laws of the State of California and the United States without regard to conflicts of laws provisions and without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act (UCITA). The jurisdiction and venue for actions related to this Agreement will be the state and United States federal courts located in San Francisco, California, and both parties submit to the personal jurisdiction of those courts.

13.2 Injunctive Relief; Enforcement. Notwithstanding Section 13.1 (Governing Law; Jurisdiction and Venue), nothing in this Agreement will prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights, confidentiality obligations or enforcement or recognition of any award or order in any appropriate jurisdiction.

14. **EXPORT RESTRICTIONS**. Reseller agrees to comply with all relevant U.S. and foreign export and import laws in using the Platform. Without limiting the foregoing, (a) Reseller represents and warrants that it is not, and that it will not market or resell Offerings to any party that is, listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country and (b) Reseller will not (and will not permit any of its users to) access or use the Platform in

violation of any U.S. export embargo, prohibition or restriction or with any information controlled under the U.S. International Traffic in Arms Regulations.

15. **CHANGES TO AGREEMENT.** All changes or amendments to this Agreement require the written agreement of the parties.

**16. GENERAL PROVISIONS**

16.1 Notices. Except as otherwise set out in this Agreement, Reseller shall direct all notices under this Agreement to legal@webflow.com. Webflow may send you notices to your email address that is on file with Webflow, which you have provided when placing an Order Form, or through your Webflow account.

16.2 Force Majeure. Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) due to events beyond its reasonable control, such as a strike, blockade, war, act of terrorism, riot, Internet or utility failures, refusal of government license, pandemic or natural disaster.

16.3 Assignment. Neither party may assign or transfer this Agreement without the other party's prior written consent. As an exception to the foregoing, either party may assign this Agreement in its entirety to an Affiliate, or to its successor resulting from a merger, acquisition or sale of all or substantially all of its assets or voting securities, provided that the assignee is financially and technically able to, and agrees in writing to, assume all of assignor's obligations under this Agreement. Any attempt to transfer or assign this Agreement except as expressly authorized above will be null and void. Subject to the foregoing, this Agreement will inure to the parties' permitted successors and assigns.

16.4 Entire Agreement. This Agreement, constitutes the entire, complete and exclusive agreement between the parties and supersedes all previous agreements or representations, oral or written, relating to the subject matter hereof. In the event of any conflict or inconsistency between the following documents, the order of precedence will be: 1) the Order Form, 2) the Program Guidelines, 3) any addendum to or documents incorporated into the Agreement (unless otherwise provided therein), and (4) the Reseller Terms and Conditions. Except for an Order Form executed by Webflow, no purchase order or ordering documents which purports to modify or supplement this Agreement will add to or vary the terms of this Agreement.

16.5 Waivers; Severability. No failure or delay by the injured party to this Agreement in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder at law or equity. Waivers must be signed by the waiving party's authorized representative and cannot be implied from conduct. If any provision of this Agreement is held invalid, illegal or unenforceable, it will be limited to the minimum extent necessary so the rest of this Agreement remains in effect.

16.6 Interpretation. As used herein, "including" (and its variants) means "including without limitation" (and its variants), and "hereunder" refers to this Agreement in its entirety. Headings are for convenience only. If any provision of this Agreement is held to be void, invalid, unenforceable or illegal, the other provisions will continue in full force and effect.

16.7 Independent Contractors. The parties are independent contractors. This Agreement will not be construed as constituting either party as a partner of the other or to create any other form of legal association that would give either party the express or implied right, power or authority to create any duty or obligation of the other party.