## WEBFLOW SERVICE LEVEL AGREEMENT TERMS AND CONDITIONS

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

## 1. UPTIME

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

## 2. SUPPORT

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

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