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

Thank you for your interest in Webflow! This MSA Guide answers common questions we receive about Webflow's products and services and our contracting approach. Our cross-functional stakeholders regularly revisit our terms to ensure consistency with our products and established industry standards. Webflow provides a one-to-many, non-customizable cloud-based platform, and we've intentionally designed our terms to allocate risk fairly while enabling a fast, consistent contracting experience for every customer. We are happy to answer questions or provide additional context; however, to maintain parity across our customer base at scale, we do not materially deviate from these standardized positions.

What is Webflow?

Webflow is a visual development SaaS platform that allows users to design, launch, and host professional websites (aka "***Website Content***") without writing code. Customers access Webflow via a web browser. Webflow uses Amazon Web Services (AWS) for hosting and Cloudflare's CDN to ensure your website visitors (aka "***End Users***") can view your websites reliably at high speed. All Webflow subscription plans are 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 AI and experienced contract professionals to objectively rate contracts (with a remarkable accuracy of 99%). Webflow's primary goal in having an independent third party audit and assess our MSA is to provide a mutually-acceptable SaaS contract aligned with established industry standards to reduce friction and time in the procurement process. We're thus pleased to share that Webflow's MSA was deemed **more customer-favorable than 96%** of vendor contracts analyzed, with a **customer favorability score of 70% and no deal breakers**. This achievement validates the hard work Webflow's Legal and cross-functional teams have done over the years to streamline the contracting process by providing not just a balanced contract for our potential customers, but one that actually favors them as compared to most vendors.

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

At Webflow, we take security seriously and constantly strive to improve the security of the Platform as well as how we conduct business on a daily basis. Webflow maintains a demonstrated commitment to security protections for all customers (including compliance with industry standards such as ISO 27001 and the CIS Critical Security Controls) and we invite you to visit https://trust.webflow.com/ where you can view our security whitepaper and obtain additional security documentation such as our latest SOC 2 Type II report. Webflow also uses SSL Encryption to protect your data, and any communication between Webflow users and the Webflow Application is encrypted-in-transit. All databases and backups are encrypted at rest.

What data privacy commitments does Webflow provide?

Webflow processes Personal Information in accordance with our Data Processing Addendum ("***DPA***"), which sets forth each party's obligations under GDPR, CCPA/CPRA, and related privacy laws. For international transfers, Webflow relies on the Data Privacy Framework as its primary mechanism and the Standard Contractual Clauses as its fallback. Webflow updates its DPA from time to time to reflect developments in privacy law and changes to the Platform.

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

No. GDPR imposes different obligations on data controllers and processors and each party must ensure its own compliance. If you sign Webflow's MSA to access and use the Platform and GDPR applies to your use case(s), you will be the controller and Webflow will be acting as your processor. A controller determines how personal data is processed and for what purposes, while a processor processes personal data on behalf of the controller. Please note that Webflow does act as a *limited* data controller specifically (and

Please note this MSA Guide is for explanatory purposes only

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. Where GDPR applies to your use of the Platform, Webflow's DPA will govern the parties' respective data processing obligations.

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

No. Our MSA is purpose-built for the Webflow Platform, and we require using our documents for all customers. Because Webflow is a one-to-many cloud platform, customer-paper agreements require significant customization and cross-functional review that delays signatures and onboarding without improving outcomes for either party. To give you confidence in our approach, we make our security and privacy practices, including third-party audit reports (e.g., SOC 2 Type II, ISO 27001, etc.), available at https://trust.webflow.com/.

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

Consistent with SaaS industry standards, access to Webflow's Platform is based on annual subscriptions and neither party may terminate for convenience. Customers receive continuous access to new features and functionality released during the Subscription Term at no additional charge, and annual commitments allow us to maintain predictable pricing for customers. Auto-renewal serves a similar purpose; it ensures continuity of a customer's live website(s) if the current Subscription Term expires before renewal terms are finalized, avoiding any disruption to your End Users. If preferred, you can opt out of auto-renewal during your subscription by providing notice before the Non-Renewal Notice Date as set forth in the MSA.

Why does the MSA require including additional Product Terms?

Webflow's MSA incorporates standardized terms for additional services that may not be part of your current plan in order to streamline future adoption; however, as drafted they only take effect if and when you choose to use the specific products. If you do not use them, the terms never apply to you.

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

Webflow allows users to design and publish websites hosted on Webflow's infra. Because we have no control, review, or prior approval over what our customers choose to create, all Webflow customers must indemnify Webflow for third-party claims asserted against Webflow related to their content, full stop. This is consistent with how other platforms allocate responsibility and reflects the practical reality that our customers have unilateral control and discretion over what content they choose to create and publish.

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

Webflow's Platform is designed for customers to create publicly-facing websites. Accordingly, the parties need only share de minimis confidential information to provide or use the Platform, and thus carving out breaches of confidentiality from the Limitation of Liability - while a standard contractual norm in other vendor agreements - is not a necessary or proportionate allocation of risk for either party. Our liability framework, including the mutual cap, reflects the pricing and nature of the Platform and is applied consistently across our customer base.

Does Webflow's products include AI or train its AI models on customer data?

Depending on your Scope of Use and the entitlements you subscribe to, Webflow may make available AI-powered features as part of the Platform (e.g., AI-assisted design and content generation tools). **However, Webflow does not use any Customer Data to train AI or machine learning models.** Any AI features made available through the Platform are governed by the applicable Product Terms, which are incorporated into the Agreement only if and when you choose to access or enable such features. For more information on how Webflow's AI features work and the commitments we make regarding your data, please refer to the applicable Product Terms and our DPA.

WEBFLOW
MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement (the "***MSA***") is between the customer identified in the related ordering document ("***Customer***") and Webflow, Inc., inclusive of its Affiliates ("***Webflow***"). It governs Customer's purchase of and access to the Platform (defined below). Each ordering document that incorporates this MSA is an "**Order Form**." By executing an Order Form that expressly references this MSA, Customer agrees to the terms of this MSA. This MSA, together with the applicable Order Form(s), is the "***Agreement***," effective as of the date last signed by the parties on the Order Form (the "***Effective Date***").

MSA TERMS AND CONDITIONS

1. THE WEBFLOW PLATFORM

1.1. **Access and Use of the Platform**. Subject to Customer's ongoing compliance with this Agreement, including the timely payment of Fees, Customer and its Authorized Users may access and use the Platform to create Website Content during the Subscription Term in accordance with the Documentation and Scope of Use. As used herein:

"***Authorized Users***" means Customer's employees, contractors, agents, clients, third-party service providers (e.g., web design agencies), and any other users Customer invites or otherwise allows to use the Platform under its account;

"***Documentation***" means the applicable usage guidelines and standard technical documentation for the Platform available at https://help.webflow.com/hc/en-us;

"***End Users***" means any natural persons viewing, browsing, or otherwise using Customer's Website Content;

"***Platform***" means Webflow's software-as-a-service website design and development platform and/or its related cloud-based products or services;

"***Scope of Use***" means the products, services, and usage limits subscribed to by Customer as set forth in the applicable Order Form (e.g., seats, website visits, AI credits, and API requests); and

"***Website Content***" means any content that Customer or an Authorized User creates, publishes, produces, uploads, submits, displays, or otherwise makes available to its End Users (defined above) on or via the Platform.

1.2. **Downloadable Software**. To the extent Webflow delivers to Customer any downloadable software components related to Customer's access to the Platform, Webflow grants to Customer a non-sublicensable, non-exclusive license during the Subscription Term to use the object code of such software solely in connection with its use of the Platform.

1.3. **Affiliates**. An Affiliate of Customer may execute a separate Order Form that incorporates by reference the terms of the Agreement, and in each such case, (i) all references in the Agreement to Customer shall be deemed to refer to such Affiliate for the purposes of such Order Form(s); and (ii) such Affiliate agrees to be bound by the terms and conditions of the Agreement. As used herein, "***Affiliate***" means, with respect

to a party, an entity that directly or indirectly controls (e.g., subsidiary), is controlled by (e.g., parent), or is under common control with (e.g., sibling) such party; and the term "control" (including the terms "controlled by" and "under common control with") means either: (a) ownership or control of more than 50% of the voting interests of the subject entity; or (b) the power to direct or cause the direction of the management and policies of an entity, whether through ownership, by contract, or otherwise.

1.4. **Service Level Agreement**. Webflow will provide Customer with access to the Platform and reasonable technical support services in accordance with (i) the terms of Webflow's Service Level Agreement ("***SLA***"); and (ii) the respective Application and Hosting uptime levels specifically subscribed to by Customer as set forth on the applicable Order Form ("***Uptime Levels***").

1.5. **Data Processing Addendum**. Where Customer's specific use of the Platform requires the processing of Personal Information (as defined in the DPA), the parties hereby agree to Webflow's Data Processing Addendum ("***DPA***"), which is incorporated by reference into the Agreement.

2. ACCESS AND USE OF THE PLATFORM

2.1. **Customer Responsibilities**.

2.1.1. **Authorized Users; End Users**. Customer is solely responsible for all activity of its Authorized Users within the Platform. Webflow has no direct relationship with Customer's End Users and Customer acknowledges and agrees it is solely responsible for providing and/or obtaining any notices or consents from End Users via its Website Content as may be required under Applicable Law (e.g., cookie consents, Privacy Policies, etc.). As used herein, "***Applicable Law***" means any and all laws, regulations, conventions, decrees, decisions, orders, judgments, codes and requirements of any government authority (federal, state, local or international) having jurisdiction that are applicable to a party's performance of obligations and/or exercise of its rights under the Agreement. Customer agrees to maintain the confidentiality of its and its Authorized Users' login and applicable account information and to promptly notify Webflow if it becomes aware of any unauthorized use or access to the Platform under its account.

2.1.2. **Use Restrictions**. Customer may not, and may not authorize anyone else to: (i) reverse engineer, decompile, disassemble or otherwise seek to gain unauthorized access to the Platform, its source code, or non-public APIs; (ii) modify, translate, or create derivative works based on the Platform or related software (for clarity, excluding Website Content and translated copies); (iii) conduct penetration tests without Webflow's consent or otherwise 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; (iv) rent, lease, sell, distribute or sublicense its right granted herein or include any portion of the Platform in a service bureau or outsourcing offering; (v) remove any proprietary notices or labels; (vi) use the Platform to develop a product or service competitive to the Platform; or (vii) use the Platform in a manner that violates the Acceptable Use Policy ("***AUP***"), which is incorporated by reference into the Agreement.

2.2. **Additional Product Offerings**. Subject to its Scope of Use, Customer may choose, in its sole discretion, to access, enable, or otherwise use certain additional products and services made available by or on behalf of Webflow (each, an "***Additional Product Offering***"). By accessing, enabling, or otherwise using any Additional Product Offering, the applicable Product Terms ("***Product Terms***") are incorporated into this MSA and govern Customer's use of such Additional Product Offering. For the avoidance of doubt, if Customer does not use an Additional Product Offering, the applicable Product Terms will not apply.

2.3. **Webflow Beta Products/Program**. When available, Webflow may invite Customer to use certain Webflow products or services related to the Platform as an alpha, beta, or early access offering (collectively, "***Beta Products***"). If Customer, in its discretion, chooses to participate and use any Beta Products, such use is subject to the Webflow Beta Program Terms and Conditions (the "***Beta Terms***"), which are incorporated by reference into this MSA. For the avoidance of doubt, (i) Beta Products are not considered part of the Platform as contemplated by the Agreement; (ii) if Customer does not use any Beta Products, the Beta Terms have no effect; and (iii) a product, or feature labeled as 'beta' (or similar) within the Platform, but is otherwise generally available to Webflow customers, is not a Beta Product, forms part of the Platform as contemplated by the Agreement, and such 'beta' labeling is solely for informational and expectation setting purposes.

3. WEBSITE CONTENT

3.1. **IP Rights**. By using the Platform, Customer grants Webflow and its third-party hosting providers, the non-exclusive, royalty-free, worldwide license to use, host, store, modify, reproduce, display, and create derivative works (e.g., when Customer uses Webflow's localization feature to create localized or translated website adaptations) of Customer's Website Content solely for the purpose of providing the Platform. Customer retains all ownership and Intellectual Property Rights of its Website Content, including all derivatives thereof. As used herein, "***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 therefor and registrations, renewals, and extensions thereof, under the laws of any state, country, territory, or other jurisdiction.

3.2. **No Responsibility of Webflow**. Customer acknowledges and agrees that (i) the Platform provides tools for the creation, online distribution, and publication of Website Content; (ii) Customer has sole and unilateral discretion over the content it chooses to create and/or publish, including control over any content submitted or posted by Customer's End Users; and (iii) Webflow accordingly shall not be responsible for any liability arising from Customer's Website Content, including third-party claims for defamation, infringement, invasion of privacy and publicity rights, fraud, or misrepresentation.

3.3. **Copyright Policy**. If Webflow receives a notice that Customer's Website Content infringes on any third-party intellectual property rights, Webflow may, in its sole discretion acting reasonably under the circumstances, remove, disable or otherwise limit Customer's access to the Platform if required to comply with Applicable 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 will notify Customer

promptly of any such action and, to the extent permissible under Applicable Law, provide Customer a good-faith opportunity to cure.

3.4. **HIPAA Non-Compliance**. Customer acknowledges that the Platform is not set up to comply with the Health Insurance Portability and Accountability Act and amendments thereto ("***HIPAA***") and agrees to not submit, publish, or otherwise make available any Protected Health Information (as defined in HIPAA) to or through the Platform.

3.5. **Customer Equipment**. As between the parties, Customer is solely responsible for obtaining (and maintaining the security of) any equipment and technology required for Customer to access and use the Platform as a cloud-based service, including, without limitation, modems, hardware, servers, software, operating systems, networking, and web servers.

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

4.1. **Confidential Information**.

4.1.1. Each party (the "***Receiving Party***") understands that the other party (the "***Disclosing Party***") has disclosed or may disclose non-public technical, financial, or business information relating to the Disclosing Party's business ("***Confidential Information***"). Confidential Information of Webflow includes non-public information about the Platform. Confidential Information of Customer includes non-public data uploaded to the Platform or otherwise provided to Webflow to enable the provision of the Platform. The Receiving Party agrees (i) to take reasonable precautions to protect Confidential Information; and (ii) not to use or divulge Confidential Information to any third person except to provide or use the Platform or as otherwise permitted herein. The Receiving Party will maintain the confidentiality of Confidential Information for five (5) years following disclosure. These obligations do not apply to information 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 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, it shall provide the Disclosing Party with prior notice (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If such compelled disclosure arises in a civil proceeding to which the Disclosing Party is a party and 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.

4.1.2. Upon expiration or termination of the Agreement, each party shall, at the Disclosing Party's election, return or destroy all Confidential Information of the Disclosing Party in its possession, except for (i) copies retained in automated backup systems in the ordinary course of business; and (ii) copies retained as required by Applicable Law; provided that in each case, the confidentiality obligations of this Section 4 shall continue to apply to any retained Confidential Information.

4.1.3. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to its employees, contractors, Affiliates, and professional advisors who have a need to know and are bound by confidentiality obligations as protective as those herein. The Receiving Party remains responsible for any disclosure by such recipients.

4.2. **Proprietary Rights**. "***Customer Data***" means any information provided by Customer via the Platform, including Customer's Confidential Information, Personal Information, Website Content, and any Input and Output (each as defined in the Product Terms). As between the parties, (i) Customer owns all Intellectual Property Rights in Customer Data; and (ii) Webflow owns all Intellectual Property Rights in the Platform and the AI Offerings (as defined in the Product Terms), including any related software and any improvements, enhancements, or modifications thereto, including any software, inventions, or other technology developed by Webflow in connection with any additional services or support.

4.3. **Webflow Data Security Standards**. Webflow will employ and maintain data security protections in accordance with or above industry standards, including but not limited to technical and organizational measures designed to ensure the security, privacy, and confidentiality of Customer Data, as more fully set forth in Webflow's Information Security Addendum ("***InfoSec Addendum***"), which is incorporated by reference into the Agreement.

4.4. **Usage Data.** 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 ("***Usage Data***"). For the avoidance of doubt, (i) such Usage Data does not include Customer Data; and (ii) Webflow will not use Customer Data to train or improve the AI Offerings or any other artificial intelligence or machine learning models.

4.5. **Feedback**. To the extent Customer or any Authorized Users provide Webflow with non-confidential suggestions, product requests, or other feedback regarding the Platform or Documentation ("***Feedback***"), Customer hereby grants Webflow an irrevocable, perpetual, royalty-free license to use, incorporate, and further develop such Feedback without restriction or obligation.

4.6. **Publicity**. Subject to any of Customer's trademark usage guidelines provided to Webflow in writing, Customer grants to Webflow a revocable right to use Customer's name and logo as a reference for marketing purposes on Webflow's website and related promotional materials. Webflow will promptly stop doing so upon any Customer request sent to sales@webflow.com or customermarketing@webflow.com.

5. PAYMENT OF FEES

5.1. **Fees**. Customer shall pay Webflow the fees for the Platform as described in the applicable Order Form (the "***Fees***"). Except as expressly provided herein, payment obligations are non-cancelable and non-refundable. Unless otherwise specified in an Order Form, the Fees for the Platform are based on annual periods (or pro rata portions thereof) that begin on the applicable Subscription Term start date and each annual anniversary thereof.

5.2. **Payment Terms**. Webflow shall bill Customer through invoices sent to Customer's billing contact designated in the applicable Order Form. Customer agrees to pay all amounts for invoices within thirty (30) days of the applicable invoice date. If Customer has any good-faith disputes about the Fees (a "***Fee Dispute***"), Customer must notify Webflow of such Fee Dispute in writing prior to the applicable invoice due date. Inquiries should be directed to Webflow's customer support department.

5.3. **Usage Verification; Increased Scope of Use.** If Customer exceeds its Scope of Use after notice and a reasonable opportunity to cure its usage, Customer must upgrade its subscription or pay for the increased Scope of Use unless otherwise agreed to by Webflow in writing. Upon reasonable advance notice, Webflow may verify Customer's compliance with its Scope of Use, no more than once every twelve (12) months, and Customer will promptly confirm compliance in writing.

5.4. **Suspension for Non-Payment**. If any Fees not subject to a Fee Dispute remain unpaid for thirty (30) or more days after the payment due date, then without limiting any other rights available to it, Webflow may suspend Customer's access to the Platform and/or disable its Website Content until such amounts are paid in full, provided Webflow has previously notified Customer of such failure. Any suspension shall not release Customer of its payment obligations under the Agreement. For the avoidance of doubt, Webflow will not suspend access to the Platform or disable Website Content if the Fees are subject to a Fee Dispute and Customer is cooperating diligently to resolve the dispute in good faith. For the avoidance of doubt, Webflow shall not be liable for any damages or expenses arising from or relating to any such suspension resulting from Customer's non-payment.

5.5. **Taxes**. The Fees do not include taxes and any taxes payable by Customer will be separately stated on the applicable invoice. Customer is responsible for all sales, use, VAT, gross receipts, and other similar taxes imposed on its subscription to the Platform, 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 based on Webflow's income. Each party is responsible for any interest or penalties on its own tax obligations.

5.6. **Withholding**. All payments made by Customer to Webflow under the Agreement will exclude any deduction or withholding. If any such deduction or withholding (including but not limited to cross-border withholding taxes) is required by law, the parties will work together in good faith to ensure all appropriate documentation and information is provided in order to facilitate timely payment to the relevant tax authority.

5.7. **Resellers**. If Customer purchases through a Reseller, Customer must pay all applicable amounts directly to the Reseller, and Customer's Scope of Use will be specified in the order form placed by the Reseller with Webflow. As used herein, "***Reseller***" means a partner authorized by Webflow to resell subscriptions to the Platform to customers. For any purchases Customer makes through a Reseller, any refunds from Webflow payable to Customer relating to that purchase will be remitted by that Reseller, unless Webflow specifically notifies Customer otherwise at the time of refund.

5.8. **Partner Agencies**. If Customer is a web design, development, or similar digital agency ("***Partner Agency***") purchasing on behalf of or for the benefit of its own clients ("***Agency Clients***"), such use is permitted provided that: (i) the Partner Agency remains the contracting party and is solely responsible for all Fees, obligations, and liabilities under

the Agreement; (ii) Agency Clients accessing or using the Platform are deemed Authorized Users and are subject to all applicable terms of the Agreement, including the AUP and Use Restrictions; (iii) the Partner Agency is responsible for ensuring each Agency Client's compliance with the Agreement and shall be liable for any breach by an Agency Client as if it were a breach by the Partner Agency itself; (iv) the Partner Agency's Scope of Use must account for all Agency Client usage; and (v) to the extent the Partner Agency resells or otherwise provides Platform access to an Agency Client, the Partner Agency shall enter into a written agreement with such Agency Client that imposes obligations materially no less protective of Webflow than those set forth in this Agreement. For the avoidance of doubt, nothing in this Section grants any Agency Client independent rights under the Agreement or creates any direct relationship between Webflow and any Agency Client.

6. TERM AND TERMINATION

6.1. **MSA Term**. Subject to earlier termination as provided below, this MSA commences as of the Effective Date and shall continue until thirty (30) days after expiration or termination of the Subscription Term, unless the parties otherwise agree in writing.

6.2. **Subscription Term**.

6.2.1. **Renewal**. Customer's initial subscription to the Platform shall be set forth in the initial Order Form (the "***Initial Term***"). Unless otherwise specified 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***").

6.2.2. **Non-Renewal**. Either party may elect not to renew a Subscription Term by giving notice to the other party at least thirty (30) days before the end of the current Subscription Term ("***Non-Renewal Notice Date***"). Customer must provide written notice of non-renewal by contacting Webflow's Renewals Team at renewals@webflow.com or its dedicated Customer Success Manager (CSM), if applicable. Such notice must explicitly state Customer's intent not to renew its subscription in order to be valid. If Customer does not deliver valid notice of non-renewal before the Non-Renewal Notice Date, the Scope of Use in the applicable Order Form will automatically renew in accordance with Section 6.2.1.

6.2.3. **Downgrades.** Customer may not cancel or downgrade its Scope of Use during an active Subscription Term. To downgrade its Scope of Use for an ensuing Renewal Term, Customer must provide Webflow with written notice before the Non-Renewal Notice Date. Such downgrade will take effect at the beginning of the next Renewal Term. If Customer materially downgrades its Scope of Use, Customer acknowledges and agrees that the Fees for the applicable Renewal Term shall be based on Webflow's then-current rates, regardless of any prior discounts in a previous Order Form.

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

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

6.4. **Effect of Termination**. Upon expiration or termination of the Agreement or the applicable Order Form, Customer's access to the Platform shall immediately cease (except as strictly necessary for Customer to export Website Content as described below). Upon any termination by Customer in accordance with Section 6.3, Webflow will refund to Customer a prorated amount of prepaid, unused Fees applicable to the remaining portion of the Subscription Term measured from the effective date of termination. Upon any termination by Webflow in accordance with Section 6.3(i), Customer will promptly pay any unpaid Fees covering the remainder of the applicable Subscription Term. In no event will termination relieve Customer of its obligation to pay any Fees accrued or payable to Webflow under any applicable Order Form for the period prior to the effective date of termination.

6.5. **Exporting Data.** Upon expiration or termination of the Agreement, Webflow will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days. After such period, Webflow shall, upon Customer's request, delete all stored Customer Data, except for copies retained in automated backup systems that are systemically purged in the usual course of business or must be retained in compliance with Applicable Law.

6.6. **Surviving Provisions**. All sections of the Agreement which by their nature should survive termination will survive termination, including, without limitation, use restrictions (Section 2.1.2), 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: (i) it has the right, power and authority to enter into the Agreement; (ii) the Agreement is a valid and binding obligation of such party; (iii) it has obtained and shall maintain throughout the Subscription Term all necessary licenses, authorizations, approvals and consents to enter into and perform its obligations hereunder; (iv) it will employ applicable industry standard measures to avoid introducing viruses, worms, ransomware, malware, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs ("***Malicious Code***") into the Platform during its provision or use; and (v) it will comply with all Applicable Laws in its performance of obligations and/or exercise of rights under the Agreement, including applicable privacy and data protection laws.

7.2. **Webflow Performance Warranty**.

7.2.1. **Limited Performance Warranties**. During the Subscription Term, Webflow warrants that (i) the Platform will operate in substantial conformity with the applicable Documentation; (ii) Webflow will not materially decrease the overall functionality or security of the Platform; and (iii) Webflow will employ applicable industry standards designed to ensure that the Platform, as provided by Webflow, is free of Malicious Code (each, a "***Performance Warranty***"). The warranties in

this Section 7.2 do not apply to the extent any issue or non-conformity is caused by (a) Customer's unauthorized use or modification of the Platform; or (b) any Third-Party Services.

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

7.3. **DISCLAIMERS. Except as expressly provided in this Section 7, the Platform and all related Webflow products, services, components, and information are provided "AS IS;" and Webflow makes no other warranties, whether express, implied, statutory or otherwise. Webflow does not warrant that Customer's use of the Platform will be uninterrupted or error-free and Webflow is not liable for delays, failures, or problems caused by systems outside Webflow's control (e.g., internet service providers). Customer agrees that its purchase and use of the Platform are not contingent on any future functionality or any statements made by Webflow regarding future functionality.**

8. INDEMNIFICATION

8.1. **By Webflow**.

8.1.1. Webflow shall indemnify, defend, and hold harmless Customer (including its 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 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***").

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

8.1.3. Webflow will have no liability for a Claim Against Customer to the extent the actual or alleged infringement results from (i) unauthorized use of the Platform by Customer or its Authorized Users; (ii) Customer's continued use of the Platform after being notified of the allegedly infringing activity and provided reasonable instructions on how to avoid the alleged infringement without any material loss of functionality; (iii) Customer's use of the Platform under an Order Form for which

there were no Fees charged (e.g., a 'trial' or 'pilot'); or (iv) any Third-Party Services or Website Content.

8.2. **By Customer**. Customer shall indemnify, defend, and hold harmless Webflow (including its members, officers, directors, managers, employees, agents, successors, and permitted assigns) from and against any Losses arising from any third-party claim, suit, or action related to Customer's Website Content (a "***Claim Against Webflow***").

8.3. **Procedure**. An indemnifying party's obligations are subject to: (i) prompt written notice of the applicable claim (provided that late notice will not relieve the indemnifying party except to the extent prejudiced); (ii) the indemnifying party's right, in its sole discretion, to assume exclusive control of the defense and settlement; and (iii) reasonable cooperation by the indemnified party, at the indemnifying party's expense. Neither party will be liable for any settlement or costs the other party incurs without prior written approval.

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 a party's (i) indemnity obligations; or (ii) gross negligence, fraud and intentional misconduct, to the maximum extent permitted by Applicable Law, each party's entire liability arising out of or related to the Agreement will not exceed, in the aggregate, the amounts paid (or payable) to Webflow by Customer in the 12 months immediately preceding the claim that gave rise to the liability. This limitation of liability is aggregate and not per incident. For the avoidance of doubt, Customer's total payment obligations for the applicable Subscription Term are not limited by this Section 9.1.

9.2. **EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES**. Except for damages actually incurred by one party as a direct and proximate result of the other party's intentional or fraudulent acts, to the maximum extent permitted by Applicable Law, neither party will have any liability arising out of or related to the Agreement for any loss of use, lost data, lost profits, interruption of business or any indirect, special, incidental, reliance or consequential damages of any kind, even if informed of their possibility in advance.

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

10. INSURANCE

Webflow will maintain commercially reasonable insurance coverage appropriate for its operations, which includes (i) Commercial General Liability and (ii) Cybersecurity/Tech E&O Liability, each with per-occurrence and aggregate limits of no less than two million

US dollars ($2,000,000), including through any combination of primary and umbrella or excess policies.

11. MISCELLANEOUS

11.1. **Independent Contractors**. The parties are independent contractors. The Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties, and neither party has any authority to bind the other party. 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 the 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 the Agreement will remain in effect.

11.3. **No Third-Party Beneficiaries.** The Agreement is for the sole benefit of the parties and their respective successors and permitted assigns. Nothing in the Agreement, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of the Agreement.

11.4**.** **Waiver.** No failure or delay by either party in exercising any right, power, or remedy under the Agreement will operate as a waiver of that right, power, or remedy. No single or partial exercise of any right, power, or remedy will preclude any other or further exercise thereof or the exercise of any other right, power, or remedy.

11.5. **Entire Agreement**. The Agreement is the complete and exclusive agreement between the parties regarding its subject matter and supersedes all prior and contemporaneous agreements, proposals, or representations, whether written or oral, concerning its subject matter. The Agreement may be executed electronically and in counterparts, which taken together shall form one legal instrument. All waivers and modifications to the Agreement must be in writing and signed by both parties, except as otherwise provided herein. Titles and headings of sections of the Agreement are for convenience only and shall not affect the construction of any provision of the Agreement. The Agreement is written in English and the English language will govern any interpretation or inconsistency of the Agreement with any translations.

11.6. **Amendments**. The parties acknowledge and agree that Webflow may update the Agreement (including the Documentation, AUP, DPA, and InfoSec Addendum) from time to time by posting the modified portion(s) of the Agreement on Webflow's applicable website(s), provided that (i) Webflow must use commercially reasonable efforts to post any such updates at least thirty (30) days prior to its effective date; (ii) any updates will not take effect until the next Renewal Term or Order Form executed by the parties (as applicable); and (iii) any updates shall not result in a material degradation of the security, integrity, or Customer's use of the Platform as of the Effective Date. Notwithstanding the foregoing, Webflow may specify that modifications will become effective during a then-current Subscription Term if: (a) required to address compliance with Applicable Law; or (b) required to reflect updates to the Product Terms resulting from the introduction of new Additional Product Offerings; provided that if Customer objects, Customer may terminate the remainder of the then-current Subscription Term for the affected Order Form as its exclusive remedy. To exercise this right, Customer must notify Webflow of its termination under this Section within thirty (30) days of the modification

notice, and Webflow will refund any pre-paid fees for the terminated portion of the applicable Subscription Term. Notwithstanding the foregoing, the Agreement may be amended by a writing executed by a duly authorized representative of each party.

11.7. **Assignment**. Neither party may assign the Agreement without the other party's prior written consent (not to be unreasonably withheld), except that either party may assign the Agreement (including applicable Order Forms) to any Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided that the assigning party gives prompt written notice and the assignee assumes all obligations under the Agreement in writing. If a party undergoes a change of control in favor of a direct competitor of the other party, or an 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, the other party may terminate the Agreement within thirty (30) days following such change of control. The Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

11.8. **Notices**.

11.8.1. All notices under the Agreement will be in writing and will be deemed to have been duly given (i) when received, if personally delivered; (ii) when receipt is electronically confirmed, if transmitted by facsimile or e-mail; (iii) the day after it is sent, if sent for next day delivery by recognized overnight delivery service; or (iv) upon receipt, if sent by certified or registered mail, return receipt requested.

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

11.8.2. 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 the Agreement. Customer may update its information at any time by contacting legal@webflow.com. Customer's failure to maintain accurate, current contact information shall relieve Webflow of its notice obligations under the Agreement.

11.9. **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.

11.10. **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.

11.11. **Anti-Corruption.** Webflow represents and warrants that, in connection with the Agreement, it has not and will not make, authorize, or offer any payment, gift, or transfer of anything of value, directly or indirectly, to any government official or government employee in violation of any applicable anti-corruption law, including the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act 2010. Webflow agrees to comply with all applicable anti-corruption and anti-bribery laws in its performance of the Agreement.

11.12. **Force Majeure**. Except for Customer's obligation to pay outstanding Fees, neither party is liable for performance failures caused by unforeseen events beyond its reasonable control ("***Force Majeure Event***"), including for example only, natural disasters, labor disputes, war, acts of terrorism, or public utility, internet provider, or hosting failures. The affected party must promptly notify the other and use commercially reasonable efforts to minimize delays in performing under the Agreement. If a Force Majeure Event prevents the Platform from materially operating for 30 or more consecutive days, either party may terminate the affected Order Form, and Webflow will refund a prorated amount of prepaid Fees for the remaining Subscription Term.

11.13. **Conflict**. In the event of any conflict or inconsistency between the following documents, the order of precedence shall be: (i) the applicable Order Form; (ii) any addendum to or documents incorporated into the Agreement (unless otherwise provided therein); (iii) this MSA; and (iv) the Documentation. No terms or conditions of any purchase order or other business form used by Customer or any Reseller will supersede, supplement, or otherwise apply to this Agreement or Webflow.

11.14. **Governing Law; Venue**. The Agreement is governed by the laws of the State of California, with the jurisdiction and venue for actions related to the Agreement in the state and United States federal courts located in San Francisco, California, without regard to conflict of law principles or the U.N. Convention on the International Sale of Goods. Both parties expressly consent to the personal jurisdiction of the applicable courts. In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover its reasonable costs and attorneys' fees.

11.15. **DISPUTE RESOLUTION; ARBITRATION**

11.15.1. **Initial Dispute Resolution**. To expedite resolution and reduce the cost of any dispute related to the 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 above, with an email copy to the email addresses the parties have previously exchanged.

11.15.2. **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 under the Commercial Arbitration Rules ("***AAA Rules***") of the American Arbitration Association ("***AAA***") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes, available at www.adr.org. Any election to arbitrate by one party will be final and binding on

the other, and neither party will have the right to sue in court or have a jury trial. If Customer's claim for damages does not exceed $10,000, Webflow will pay all arbitration fees unless the arbitrator finds that Customer's claim or relief sought was frivolous or brought for an improper purpose (as measured by Federal Rule of Civil Procedure 11(b)). The arbitration may be conducted in person, by phone, online, or through submission of documents. The arbitrator will issue a written decision, must follow Applicable Law, and any award may be challenged if the arbitrator fails to do so. The parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award. Arbitration will take place in San Francisco, California. For any Dispute not subject to arbitration (other than claims in 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.

11.15.3. **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 Northern 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.