



## SOFTWARE LICENSE AGREEMENT

By downloading or using the developer software product provided pursuant to this agreement (the “Software”), you are agreeing to the terms below and any terms set forth in the registration or order documents you complete to get access to the Software (collectively, “Terms”). You agree to comply with the Terms and the Terms govern your relationship with us, so please read them carefully. The Software is provided by Sitecore USA, Inc. on behalf of itself and its affiliates (“Sitecore”, “we”, “our”, or “us”).

Permitted Access. You may not use the Software and may not accept the Terms if you are not of legal age to form a binding contract with Sitecore. If you are using the Software on behalf of any entity, you represent and warrant that you have authority to bind that entity to the Terms and by accepting the Terms, you are doing so on behalf of that entity (and all references to “you” in the Terms refer to that entity).

License to Use. Subject to your compliance with the Terms and payment of the applicable subscription fees, Sitecore grants you a limited, non-exclusive, non-transferable, non-sublicensable license to use the Software and to copy and use the related documentation, during the subscription term designated in your order form (the “Subscription Term”). This license includes the right to use all Maintenance Releases (defined below) and related documentation provided by Sitecore during the Subscription term.

Ownership; Prohibitions. Sitecore and its suppliers and licensors retain all right, title and interest in the Software. You shall not permit the number of users of the Software to exceed the total number of users purchased as part of your subscription (“Users”). You must not permit the Software or any related documentation to be used or disclosed to any person other than you, your employees, and any third party contractors you have retained who have entered into appropriate written confidentiality agreements with you to protect the proprietary and confidential nature of the Software in accordance with these Terms. You will make no effort to reverse engineer, decompile, disassemble or create derivative works of the Software. You must not rent, lease, distribute, sell, assign, license or otherwise transfer the Software. You must retain our copyright and other proprietary notices on any copy you make of the documentation.

Term; Termination. Your license to use the Software will expire at the end of the Subscription Term, and the license key provided by Sitecore will expire. Sitecore may terminate your license and these Terms for your breach by providing you 30 days’ written notice. Upon expiration or termination for any reason, (a) the license granted herein will terminate, and you shall immediately cease all use of the Software and delete all copies thereof in your possession or control; (b) your license key will terminate and you may be prevented from further use of the Software; and (c) you will lose access to any data stored in or via the Software. Upon our request, you will certify that your use has ceased and that the Software has been erased, destroyed or otherwise made inoperable by any user in the future. Upon any termination of the Terms those provisions that by their nature are intended to continue indefinitely will continue to apply.



Compliance. The Software may contain security features designed to prevent unauthorized use of the Software or to track actual usage. You may not, and must not attempt to, remove, disable, circumvent, or otherwise create or implement any workaround to any such security features. In the event Sitecore becomes aware that your use of the Software exceeds the licensed number of Users, Sitecore will notify you in writing and you will be obligated to pay for such excess usage within ten (10) days of receipt of the applicable invoice. In addition, Sitecore reserves the right to terminate the Terms for your non-compliance.

Support. Sitecore will provide remote technical assistance and troubleshooting support to you during the Subscription Term (“Support”). Support is provided from Sitecore’s New York offices, and is available Monday-Friday (excluding holidays) during normal business hours. To access Support, please send an email to [support@hhog.com](mailto:support@hhog.com), and provide reasonable detail regarding the nature of the issue and your contact information. Sitecore’s ability to provide you with Support depends on your installation and use of the most recent Maintenance Releases, your compliance with the use restrictions in these Terms, and your reasonable cooperation in the diagnosis of any error or problem with the Software.

Maintenance. Sitecore will provide you with any error corrections, patches, and updates (collectively, “Maintenance Releases”) generally made available to customers during your Subscription Term. Maintenance Releases will be made available electronically for download or installation, together with applicable documentation written in English. Maintenance Releases do not include new products available from Sitecore.

Your Information. If you share personal or customer data with us, we will use it for purposes of providing Support, contacting you regarding your use of the Software, and soliciting feedback on the Software. Our use of your information will be in compliance with our Privacy Policy located at <https://www.sitecore.com/trust/privacy-policy>.

Feedback. If you provide comments, suggestions or other feedback related to the Software or any related documentation, then we may use such feedback without any obligation to you.

Confidentiality. Our communications with you throughout your use of the Software may contain confidential information. Sitecore confidential information includes any materials, communications or information that are marked confidential or that would normally be considered confidential under the circumstances of their disclosure. Any roadmap information, development details or other non-public information related to the Software are confidential. If you receive any such Sitecore confidential information, then you will not disclose it to any third party without our written consent.

Export Restrictions. Software is controlled by the United States Export Administration Regulations. You agree and certify to Sitecore that you are (i) not a national of any nation on the Bureau of Industry and Security’s sanctioned destination list, (ii) not a person on the Bureau of Industry and Security’s Denied Persons List, and (iii) not on the Specially Designated Nationals and Blocked Persons List issued by the Office of Foreign Assets Controls. You must comply with all applicable laws governing the import and export of the Software. The Software is commercial computer software as defined in US



law. If you are a US government entity or user, you receive only those rights as are granted to all other end users under this license.

WARRANTY DISCLAIMER. THE SITECORE SOFTWARE IS PROVIDED AS IS, AND WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SITECORE SOFTWARE OR ANY RELATED DOCUMENTATION, INCLUDING WITHOUT LIMITATION PERFORMANCE, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY LAW, SITECORE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS UNDER ANY LEGAL THEORY, EVEN IF WE HAVE BEEN ADVISED OF, KNOW OF, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY UNDER THESE TERMS WILL NOT EXCEED THE FEES PAID TO SITECORE BY YOU FOR USE OF THE SOFTWARE.

General Legal Terms. We each agree to contract in the English language. The Terms do not create any third party beneficiary rights or any agency, partnership or joint venture. Nothing in the Terms will limit our ability to seek injunctive relief. We are not liable for failure or delay in performance to the extent caused by circumstances beyond our reasonable control. If you do not comply with the Terms and we do not take action right away, this does not mean that we are giving up any of our rights and does not limit us from taking action in the future. If it turns out that a particular provision in the Terms is not enforceable, it will not affect any other provisions in the Terms. The Terms are the entire agreement between you and Sitecore relating to the Software and supersede any prior or contemporaneous agreements governing the Software, including any previous perpetual licenses you have in place for use of the Software. Any amendment to these terms must be agreed to in writing by Sitecore.

Governing Law. Except as set forth below, (i) the laws of the State of California, USA, excluding California's conflict of laws rules, will apply to any disputes arising out of or related to the Terms, and (ii) ALL CLAIMS ARISING OUT OF OR RELATED TO THE TERMS WILL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF SAN FRANCISCO COUNTY, CALIFORNIA, USA, AND YOU AND SITECORE CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.

(a) If you are accepting the Terms on behalf of a US federal government entity, then the following applies instead of the paragraph above: the laws of the United States of America, excluding its conflict of laws rules, will apply to any disputes arising out of or related to the Terms. Solely to the extent permitted by United States Federal law, (i) the laws of the State of California, USA, excluding California's conflict of laws rules, will apply in the absence of applicable federal law, and (ii) FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THE TERMS, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS OF SAN FRANCISCO COUNTY, CALIFORNIA.

(b) If you are accepting the Terms on behalf of a United States city, county or state government entity, then the following applies instead of the paragraph above: we agree to remain silent regarding governing law or venue.