

Episerver Program Agreement

This Program Agreement (the “Program Agreement”) governs any use of (including any access to):

- Episerver App Marketplace,
- Episerver World, or any community forums,
- Education, Certification and Support Portals and Forums,
- Episerver Developers Program,
- Events and Activities,
- any Episerver website that links to this Program Agreement, and
- any other Episerver products and services (including events hosted or organized by Episerver) governed by any Program Terms below

(each, together with any Episerver services, information, data, content and other materials available in such product or service, any corresponding Episerver website, and any successor product(s) or service(s), a “Program”). In addition, this Program Agreement also governs any use of Episerver communities, which will be deemed a Program, subject in each case to Section 15.

BY (1) CLICKING A BOX INDICATING ACCEPTANCE, (2) ACCESSING, DOWNLOADING OR USING A PROGRAM, OR (3) OTHERWISE INDICATING YOUR ACCEPTANCE OF THIS PROGRAM AGREEMENT, YOU AGREE TO THE TERMS OF THIS PROGRAM AGREEMENT AND ANY APPLICABLE PROGRAM TERMS, AS DEFINED BELOW (COLLECTIVELY, THE “AGREEMENT”). YOU HEREBY AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THE AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES (AS DEFINED BELOW) TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU” AND “YOUR” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES (AS DEFINED BELOW). IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE ANY PROGRAM.

This Agreement is effective between you and Episerver (as defined below) as of the date of your accepting this Agreement.

“Episerver” means the Episerver company described in Section 15 (“Disputes, Venue, Governing Law and Jurisdiction”) below.

“Affiliate” means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with the subject entity.

“Control” means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

Additional terms may apply with respect to particular Episerver products and services (as updated by Episerver from time to time, the “Program Terms”). Program Terms are available below, or on or through the applicable Program. In the event of any conflict or inconsistency between the Program Agreement and any Program Terms, the Program Terms will control to the extent of such conflict or inconsistency, solely with respect to the applicable Program.

Notwithstanding the foregoing, if at any time a Program or any portion thereof is subject to a master agreement, such as a MSA, MSLA, MLA, MMSA (collectively, “Master Agreement”) between you and Episerver, then your use of such Program or such portion thereof is governed by that Master Agreement during that time, and not by this Program Agreement.

Please note that certain Programs may be subject to certain eligibility requirements and other conditions, such as registration requirements, Episerver approval of order forms, and payment of applicable fees.

Any rights that you may have under the Agreement with respect to such Programs are subject to your fulfillment of such requirements and conditions. You must not access, download or use any Program unless you have accepted the terms of the Agreement and fulfilled all applicable eligibility requirements and conditions.

THE AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION THAT, AS FURTHER SET FORTH IN SECTION 15.6 BELOW, REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS IN CERTAIN CIRCUMSTANCES TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR ANY OTHER COURT PROCEEDINGS, OR CLASS ACTIONS OF ANY KIND.

Security researchers seeking information on how to report security issues to Episerver should review Episerver’s reporting policy currently located at <https://world.episerver.com/>.

1. Changes to the Agreement

Episerver may change this Program Agreement and any Program Terms by posting a revised Program Agreement or Program Terms through a Program, or at <https://www.episerver.com/legal/program-terms> or any other applicable Episerver website.

Your use of any Program following any changes to this Program Agreement or any applicable Program Terms will constitute your acceptance of those changes to this Program Agreement and the Program Terms, as applicable. Such changes will not apply prior to your acceptance of the new terms. The "Version" legend in the footer of this document indicates when this Program Agreement was last changed. Episerver may, at any time and without liability, modify or discontinue all or part of any Program (including access to any Program via any third-party resources); charge, modify or waive any fees required to use any Program; or offer opportunities to some or all Program users. Any use of a Program is at your own risk, and you must comply with all applicable laws, rules and regulations in doing so.

2. Information Submitted to or through the Programs

Your submission of information, including Registration Information (as defined below), to or through any Program is governed by the Episerver Privacy Statement, as updated by Episerver from time to time, currently available at <https://www.episerver.com/legal/privacy-statement/> (the "Privacy Statement"), to the extent such information is considered Personal Data (as defined in the Privacy Statement). In addition, any information you submit to or through any Program, including Registration Information, may be collected in, transferred to and stored in the U.S. and/or other countries where Episerver or its Affiliates or service providers operate. The countries where Episerver or its Affiliates or service providers operate are available via an email request sent to sales@episerver.com. You represent and warrant that you will be responsible for the accuracy, completeness, quality and legality of any information you provide in connection with any Program, including Registration Information, the means by which you acquired such information, and your use of such information in connection with any Program.

Your first name, last name, email, profile picture, location and other information you provide in connection with a Program, including Registration Information, may be publicly displayed, including on any profile page or in connection with your activities. Certain of your information or activities in connection with your use of Programs may be publicly displayed or otherwise viewable by others. Your Episerver Account and/or the applicable Program may make available functionality enabling you to manage certain of your privacy settings, notifications and other preferences. Unless expressly set forth otherwise, any such privacy settings, notifications and other preferences available through a Program will apply only with respect to that Program, and will not affect your privacy settings, notifications or other preferences with respect to any other Program or any other aspect of your Episerver Account. Episerver may use or disclose your information in accordance with the Privacy Statement, including (a) to send you information and notices regarding any Program, surveys and evaluations for or related to any Program, or your account(s) with Episerver, including by phone (even if the phone number provided is on a National or State Do Not Call List), email, text, private messaging functionality, or other means, to the maximum extent permitted under applicable laws; (b) for marketing purposes, including marketing to any corporation, partnership or other entity with which you are associated (an "Organization"), such as reaching out to your Organization about Episerver products and services and potentially letting your Organization know about your participation in a Program, consistent with applicable laws; (c) for internal business purposes, such as to improve Episerver products and services by better understanding how Episerver users interact with Programs; or (d) to create aggregated, non-personal data that does not identify you or any other individual, which Episerver may use or disclose for any purpose.

3. Rules of Conduct

The prohibited actions and prohibited materials set forth in the Episerver Fair Use Policy, as updated by Episerver from time to time, currently available at <https://www.episerver.com/legal/fair-use-policy/> (the "FUP"), are also prohibited with respect to the Programs. In addition, in connection with any Program, you will not (and you will not allow your users or any Third-Party to):

- Use the Program for any purpose that is fraudulent or otherwise tortious or unlawful.
- Interfere with or disrupt the integrity of any information, data, content or other materials available in or through the Program.
- Reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute or otherwise exploit any portion of (or any use of) the Program, except as expressly authorized in the applicable Program Terms or by separate express, written consent from Episerver.
- Disassemble, reverse engineer, or decompile any portion of the Program or use the Program to determine whether there is infringement of a patent, except where such restriction is expressly prohibited by applicable law.

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- Interfere with or disrupt the operation of, or attempt to gain unauthorized access to, the Program or the servers or networks used to make the Program available, including by hacking or defacing any portion of the Program; or violate any requirement, procedure or policy of such servers or networks.
- Harvest or collect information about users of the Program.
- Frame or mirror any portion of the Program, or otherwise incorporate any portion of the Program into any product or service, except as expressly authorized in the applicable Program Terms or by separate express, written consent from Episerver.
- Systematically download and store any information, data, content or other materials available in or through the Program, except as required in order to use the applicable Program or as expressly authorized in the applicable Program Terms or by separate express, written consent from Episerver.
- Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or otherwise gather any information, data, content or other materials available in or through the Program, or reproduce or circumvent the navigational structure or presentation of the Program, without Episerver's express prior written consent.
- Access or use any Program if you are Episerver's direct competitor, or access or use any Program for any competitive purposes, including to build a competitive product or service, or any product or service using similar ideas, features, functions or graphics as any Program, or for purposes of benchmarking or otherwise monitoring the Program's availability, performance or functionality.
- Remove or modify any Program markings or any notices, including any markings or notices of Episerver's or any other party's proprietary rights.
- Use any portion of any Program for any purpose, including duplicating any portion of any Program, using any portion of any Program for your internal business operations, for production purposes or for any commercial purpose (including use in connection with any advertising or other commercial solicitation), or making available to any Third-Party any portion of the Program, except in each case as expressly authorized in the applicable Program Terms or in a separate agreement between you and Episerver, or by separate express, written consent from Episerver.
- Falsely state or imply that you are associated with Episerver or another person.

You are responsible for obtaining, maintaining and paying for all hardware and all telecommunications and other products or services needed to use any Program. In addition, please remember that, in connection with a Program, you may be providing information, data, content or other materials to a diverse and international audience. Things that do not seem abusive, obscene, offensive or otherwise objectionable may seem so to others. You will (and will cause your users and any Third-Party to) treat other users of the Program with courtesy and respect.

Without limiting any other remedy under the Agreement or applicable law, if you fail to comply with the Agreement, Episerver may take any action in response, including warning you and/or your Organization of such failures, and banning you from the applicable Program.

4. Registration; Usernames and Passwords

4.1. Episerver Account. You may need to register to use all or part of a Program. Episerver may reject, or require that you change, any login credentials or other information that you provide in registering (collectively, the "Registration Information"). Your login credentials are for your personal use only and should be kept confidential. You, and not Episerver, are responsible for any use or misuse of your login credentials and all activities occurring from any account provisioned by Episerver or its Affiliates (a "Episerver Account") that you have. You must use reasonable efforts to maintain the confidentiality of and prevent unauthorized use of, and you must promptly notify Episerver of any confidentiality breach or unauthorized use of, your login credentials or your Episerver Account. Episerver considers any Episerver Account with the same email address, phone number or other unique identifier, as verified by Episerver in accordance with its procedures, to belong to the same user. If you have registered to use more than one Program (or if you subsequently register to use additional Programs), Episerver may automatically and irreversibly merge all of your Episerver Accounts into one Episerver Account (including combining your Registration Information, profiles, and other account data), or require you to use consistent Registration Information across all such accounts. When your Episerver Accounts are merged, the login credentials for any one of your Episerver Accounts may give you access to the merged account. In addition, if you do not have an existing Episerver Account and register for a Program (including to use a Program or to attend a Program, such as Episerver Ascend), your Registration Information may be automatically used by Episerver to create a Episerver Account for you,



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and Episerver may require you to use such Episerver Account for other Programs. Accordingly, cancellation or termination of your Episerver Account for one Program, or suspension or termination of your use of any one Program, may also result in suspension or termination of your use of any other Program or all Programs.

4.2. Episerver Accounts Managed by Others. If your Episerver Account is connected to a Episerver-login user account managed by your employer or a Third-Party, then (a) we may share information related to your Program activity with your employer or third-party account manager, (b) additional terms may apply to your use of any applicable Program, and (c) your administrator may be able to access (including view or modify your profile or Registration Information) or disable your Episerver Account without Episerver's involvement.

5. Submissions

You and other users of a Program may have the ability to make certain data, content, information or other materials, including posts, comments, testimonials, reviews and other user-generated content (including but not limited to pictures, documents and social media generated data) available through or in connection with the Program (each, a "Submission"), including on profile pages or on the Program's interactive products or services, such as wikis, message boards and other forums, and chatting, commenting and other messaging functionality. Submissions reflect only the opinions of the user who made available the Submission and not the opinions of Episerver, regardless of whether the user is affiliated with Episerver, and may contain or constitute Third-Party Materials (as defined below). Any Submissions made available through any message board or forum in response to posted questions, or that otherwise purports to answer any questions, including any questions about Episerver or Programs, are made available for your general knowledge only and should never be relied upon as answers to your specific questions (even if an answer is marked as a "best" answer or with any similar qualifications). You should always contact Episerver support for answers to your specific questions. Episerver has no control over Submissions and is not responsible for any use or misuse (including any distribution) by any Third-Party of Submissions. YOU MUST NOT MAKE ANY PERSONAL DATA (INCLUDING YOUR PERSONAL DATA AND PERSONAL DATA OF ANY OTHER PERSON) PUBLICLY AVAILABLE THROUGH ANY PROGRAM (EXCEPT, FOR CLARITY, YOUR PERSONAL DATA THAT YOU MAKE AVAILABLE IN REGISTRATION INFORMATION FIELDS PROVIDED BY EPISERVER THAT REQUEST SUCH PERSONAL DATA). WITHOUT LIMITING THE FOREGOING, YOU ARE RESPONSIBLE FOR ANY PERSONAL DATA THAT YOU DO MAKE AVAILABLE THROUGH ANY PROGRAM, AND, IF YOU MAKE ANY PERSONAL DATA OR OTHER INFORMATION PUBLICLY AVAILABLE THROUGH ANY PROGRAM, YOU DO SO AT YOUR OWN RISK.

6. Licenses

6.1. Submissions. Except as otherwise expressly set forth in the applicable Program Terms, you retain ownership of your Submissions, and for each such Submission, you hereby grant to Episerver, to the maximum extent permitted under applicable law, a worldwide, royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable, transferable and fully sublicensable (through multiple tiers) license, without additional consideration to you or any Third-Party, to reproduce, distribute, perform and display (publicly or otherwise), create derivative works of, adapt, modify and otherwise use, analyze and exploit such Submission, in any format or media now known or hereafter developed, and for any purpose (including marketing or promotional purposes, such as testimonials).

6.2. Feedback. If you provide or otherwise make available to Episerver any suggestions, enhancement requests, recommendations, corrections or other feedback ("Feedback"), whether related to any Program or otherwise, then the terms of the Agreement applicable to Submissions (including Sections 6.1, 6.2, 7 and 13 of this Program Agreement) will also apply to such Feedback, and you hereby acknowledge and agree that such Feedback is not confidential, and that your provision of such Feedback is gratuitous, unsolicited and without restriction, and does not place Episerver under any fiduciary or other obligation.

6.3. Necessary Rights; Waiver. You represent and warrant that you have all rights necessary to grant the licenses granted in the Agreement, including in this Section 6, and that your Submissions, and your provision of any Submission in connection with any Program, are complete and accurate, and are not fraudulent, tortious or otherwise in violation of any applicable law or any right of any Third-Party. To the maximum extent permitted under applicable law, you further irrevocably waive any "moral rights" or other rights with respect to attribution of authorship or integrity of materials regarding each Submission that you may have under any applicable law under any legal theory.

7. Usage Data and Content

Episerver may monitor, evaluate, alter or remove Submissions, including to comply with any applicable legislation or regulation, including but not limited to the European Union E-Commerce Directive 2000/30/EC, Digital Millennium Copyright Act, and other laws dealing with the deletion or suspension of access to content. In addition, Episerver may track or analyze your access to or use of any Program, and may use and disclose to anyone (including to third parties, such as an administrator of an



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Organization if your Episerver Account is assigned to you by an Organization) information regarding your access to and use of any Program, and the circumstances surrounding such access and use, for any reason or purpose (including for diagnostic or marketing purposes), except to the extent set forth otherwise in the Privacy Statement.

8. Proprietary Rights

8.1. Programs. As between you and Episerver, Episerver and the Episerver Affiliated Parties (as defined below) and their suppliers own and reserve all right, title and interest in and to the Programs, which are protected by proprietary rights and laws, including all related intellectual property rights. None of the Programs or Third-Party Materials (as defined below) is sold to you. Your only rights in or to any Programs or Third-Party Materials are those rights (if any) that are expressly granted to you with respect to such Programs or Third-Party Materials in the applicable Program Terms (and, with respect to Third-Party Materials, under an applicable grant of right or license from the applicable Third-Party to you).

8.2. Trademarks. You may not use any trade name, trademark, service mark or logo (including, but not limited to Episerver, Epi, the Episerver logo, Episerver World, Episerver Customer-Centric Digital Experience Platform, Episerver CCDXP) of Episerver or any Episerver Affiliated Party in any manner without Episerver's express prior written permission. All trade names, trademarks, service marks and logos in or available through any Program that are not owned by Episerver or a Episerver Affiliated Party are the property of their respective owners. Nothing in the Agreement and nothing in or available through any Program should be construed as granting any right to use any trade name, trademark, service mark or logo without the express prior written consent of its owner. You will not bid on or purchase any keyword that is Episerver's trademark, service mark or logo in any keyword advertising service (e.g. Google AdWords) except with Episerver's prior written consent.

8.3. Reservation of Rights. Except as expressly set forth otherwise in the Agreement, nothing in the Agreement, and nothing in or available through any Program, should be construed as granting, directly or by implication, estoppel or otherwise, any right or license with respect to any proprietary right (including any intellectual property right) of Episerver or any Episerver Affiliated Party, and Episerver and Episerver Affiliated Parties retain all right, title and interest in and to their proprietary rights.

9. Links and Third-Party Materials

Certain Program functionality may make available access to products, services, information, data, content and other materials made available by or on behalf of third parties, including Submissions ("Third-Party Materials"), or allow for the routing or transmission of Third-Party Materials, including via links. By using such functionality, you are directing Episerver to access, route and transmit to you the applicable Third-Party Materials. In addition, your installation and other use of Third-Party Materials may result in transmission of your information, data, content or other materials outside of Episerver's systems, or otherwise result in third-party access to or use of your information, data, content or other materials.

Episerver neither controls nor endorses, nor is Episerver responsible for, any Third-Party Materials, including their accuracy, validity, timeliness, completeness, reliability, integrity, quality, legality, usefulness or safety, or any applicable intellectual property rights. Certain Third-Party Materials may, among other things, be inaccurate, misleading or deceptive. Nothing in the Agreement will be deemed to be a representation or warranty by Episerver with respect to any Third-Party Materials. Episerver has no obligation to monitor Third-Party Materials, and it may block or disable access to any Third-Party Materials (in whole or part) through any Program at any time. In addition, the availability of any Third-Party Materials through a Program does not imply Episerver's endorsement of, or affiliation with, any provider of such Third-Party Materials, nor does it create any legal relationship between you and any such provider.

YOUR USE OF THIRD-PARTY MATERIALS IS AT YOUR OWN RISK AND IS SUBJECT TO ANY ADDITIONAL TERMS, CONDITIONS AND POLICIES APPLICABLE TO SUCH THIRD-PARTY MATERIALS (SUCH AS TERMS OF SERVICE OR PRIVACY POLICIES OF THE PROVIDERS OF SUCH THIRD-PARTY MATERIALS).

10. Promotions

Any contests, raffles, surveys, games, sweepstakes, or similar promotions (collectively, "Promotions") available in or through a Program may be governed by rules that are separate from the Agreement. If you participate in any Promotions, please review the applicable rules as well as the Privacy Statement. To the extent of any conflict or inconsistency between the Agreement and any Promotion rules, the Promotion rules will control.



11. Disclaimer of Warranties and Conditions

EPISERVER MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EPISERVER SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. THE PROGRAMS AND THIRD-PARTY MATERIALS ARE MADE AVAILABLE TO YOU ON AN “AS IS,” “WHERE IS” AND “WHERE AVAILABLE” BASIS, EXCLUSIVE OF ANY WARRANTY WHATSOEVER. EPISERVER DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGE CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS. ALL DISCLAIMERS OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THE AGREEMENT) ARE MADE FOR THE BENEFIT OF EPISERVER AND ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, REPRESENTATIVES, LICENSORS, SUPPLIERS AND SERVICE PROVIDERS (COLLECTIVELY, THE “EPISERVER AFFILIATED PARTIES”), AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

While Episerver tries to maintain the timeliness, integrity and security of the Programs, it does not guarantee that any Program is or will remain updated, complete, correct or secure, or that access to any Programs will be uninterrupted. The Programs may include inaccuracies, errors and materials that violate or conflict with the Agreement. Third parties may also make unauthorized alterations to the Programs.

12. Limitations of Liability

EXCEPT AS OTHERWISE SET FORTH IN THE APPLICABLE PROGRAM TERMS, IN NO EVENT WILL THE MAXIMUM AGGREGATE LIABILITY OF EPISERVER, TOGETHER WITH ALL EPISERVER AFFILIATED PARTIES, ARISING OUT OF OR RELATED TO THE AGREEMENT OR THE PROGRAMS, EXCEED ONE-HUNDRED U.S. DOLLARS (\$100.00). THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. IN NO EVENT WILL EPISERVER OR EPISERVER AFFILIATED PARTY HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF EPISERVER OR EPISERVER AFFILIATED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF ANY REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

WITHOUT LIMITING THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, (A) EPISERVER WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM EPISERVER'S OPERATION OR PROVISION OF, OR YOUR USE OF OR INABILITY TO USE, ANY PROGRAM OR ANY THIRD PARTY MATERIALS, INCLUDING FROM ANY VIRUS, WORM, TROJAN HORSE, EASTER EGG, TIME BOMB, SPYWARE OR OTHER SIMILAR COMPUTER CODE, FILE OR PROGRAM THAT MAY BE TRANSMITTED IN CONNECTION THEREWITH; AND (B) YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH ANY PROGRAM OR ANY THIRD PARTY MATERIALS IS TO STOP USING THE APPLICABLE PROGRAM OR THIRD PARTY MATERIALS.

ALL LIMITATIONS OF LIABILITY OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THE AGREEMENT) ARE MADE FOR THE BENEFIT OF BOTH EPISERVER AND EPISERVER AFFILIATED PARTY, AND ITS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

13. Indemnity

To the maximum extent permitted under applicable law, you will defend Episerver and Episerver Affiliated Party, and its and their respective successors and assigns (each, a “Episerver Party”), against any claim, demand, suit or proceeding made or brought against any Episerver Party by a third party arising out of or relating to: (a) your use of, or activities in connection with, the Programs (including all Submissions), and/or (b) any violation or alleged violation of the Agreement by you (each, a “Claim Against Episerver”); and you will indemnify such Episerver Party from any damages, attorney fees and costs finally awarded against such Episerver Party as a result of, or for any amounts paid by such Episerver Party under a settlement approved by you in writing of, a Claim Against Episerver, provided the applicable Episerver Party (i) promptly gives you written notice of the Claim Against Episerver, (ii) gives you sole control of the defense and settlement of the Claim Against Episerver (except that you may not settle any Claim Against Episerver unless it unconditionally releases each applicable Episerver Party of all liability), and (iii) gives you reasonable assistance, at your expense.

14. Term and Termination

The Program Agreement and all Program Terms will continue until terminated, except as specified otherwise in the applicable Program Terms. Episerver may terminate or suspend your use of any Program, any portion of any Program, or all Programs at any time and without prior notice. Immediately upon any such termination or suspension, your right to use the applicable Program(s) or portion of such Program(s) will permanently or temporarily cease (as applicable), and Episerver may deactivate or delete your login credentials and account, and all associated information, data, content or other materials, without any obligation to provide further access to those materials. If Episerver terminates your right to use a Program, then the applicable Program Terms will terminate, unless those Program Terms also apply to your use of another Program, in which case those Program Terms will remain in effect solely with respect to the other Program. You may terminate your use of any Program at any time. To request that we delete your Episerver Account, please contact Episerver support or follow any applicable instructions available on or through a Program or provided by Episerver in writing. Please note that deleting your Episerver Account may not result in the deletion of all information related to your Episerver Account.

If Episerver terminates this Program Agreement, then all Program Terms and your rights with respect to all Programs will automatically terminate. Sections 2–3, 4.2 and 5–18 of this Program Agreement will survive its termination, in addition to any provision of the Program Terms that survive, as set forth in the applicable Program Terms.

15. Disputes, Venue, Governing Law and Jurisdiction

15.1. All disputes, claims or controversies arising out of or related to this Agreement, including any claims under any statute or regulation, but excluding for any such disputes, claims or controversies arising out of Episerver's intellectual property rights for which a provisional remedy or equitable relief is sought ("Disputes"), shall be submitted first to non-binding mediation. If the Disputes are not resolved through mediation within sixty (60) days, then, upon the election of either Party, the Disputes shall be submitted to the courts in the Jurisdiction and under the Governing Law below.

15.2. Governing Law shall be the respective law indicated below, based on the domicile of you. Each Party to the Agreement consents to personal and exclusive jurisdiction for any equitable or other action sought in the location indicated below. Each Party will bear its own costs with respect to any disputes arising under this Agreement, except where such disputes arise from unpaid fees to Episerver, where you shall bear all reasonable legal and administrative costs required to collect such unpaid fees. The United Nations Convention on Contracts for the International Sale of Goods, the Uniform Computer Information Transactions Act (as enacted in any jurisdiction), the Uniform Commercial Code (as enacted in any jurisdiction), and the conflict of law rules of any jurisdiction, is expressly excluded.

If you are Domiciled in:	United States of America, Canada, Mexico or any country in Central or South America or the Caribbean, Australia and New Zealand, you are contracting with the Episerver Inc. entity	United Kingdom (including England, Northern Ireland, Scotland and Wales), Ireland, you are contracting with the Episerver AB entity.	Germany, Austria and Switzerland, you are contracting with the Episerver GmbH entity.	Rest of the World, you are contracting with the Episerver AB entity.
Governing Law:	New Hampshire and controlling U.S. Federal Law.	Laws of England and Wales	Laws and Regulations under Berlin, Germany	Laws of Sweden
Jurisdiction:	U.S. District Court in New Hampshire or any court of the State of New Hampshire having subject matter jurisdiction.	Competent courts of London, England.	Berlin, Federal Republic of Germany	Competent courts of Stockholm, Sweden. English will be the language used.

15.3. Notices. Except as set forth otherwise in the Agreement or in any applicable documentation or instructions available on or through a Program or provided by Episerver in writing, all notices to Episerver that are required or permitted to be given under the Agreement will be in writing to the applicable address in header above, and will be effective upon: (a) personal delivery; or (b) the second business day after mailing, except for notices of termination or an indemnifiable claim ("Legal Notices"), which will be effective only when delivered in accordance with subsection (a) or (b) and clearly identified as Legal Notices. Notices to you may be made by any reasonable means, including by posting within the applicable Program or to any website for the applicable Program, or by email or regular mail.

15.4. WAIVER OF JURY TRIAL. EACH PARTY HEREBY WAIVES ANY RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY ACTION OR LITIGATION IN ANY WAY ARISING OUT OF OR RELATED TO THE AGREEMENT.

15.5. If You Reside in the EU. If you are resident in the European Union and acting as a consumer within the scope of Regulation (EC) No. 593/2008, the foregoing choice of governing law provisions will not have the result of depriving you of the protection

afforded to you by provisions that cannot be derogated from by agreement by virtue of the laws applicable where you habitually reside.

15.6. Cooperation. You will cooperate with Episerver in regard to any inquiry, dispute or controversy in which Episerver may become involved and of which you may have knowledge. Such cooperation will include disclosure of relevant documents and financial information, and interviews of you and, if applicable, your personnel.

16. Copyright Infringement Claims

Episerver's policy (a) to respond expeditiously to notifications of claimed copyright and trademark infringement by, where appropriate, removing, or disabling access to, any material that is claimed to be infringing or to be the subject of infringing activity and, (b) in appropriate circumstances, to exclude users from Episerver's Programs whom Episerver suspects to be repeatedly or blatantly infringing copyrights. If you believe any material available on or through any Program (including any applicable website for a Program) infringes your copyrights, you may request removal of the material from the Program (or request that Episerver disable access to that material) by emailing support@episerver.com.

If you would like to use any Episerver materials available on or through any Program, please refer to instructions for seeking permission by reviewing the trademark and copyright usage terms within any Episerver agreement you may have.

17. General Terms and Miscellaneous

17.1. Export Compliance. Software Services, Software, and other technology Episerver makes available, and derivatives thereof may be subject to export laws and regulations of the United States, European Union ("E.U.") and other jurisdictions. Each Party represents that it is not named on any U.S. government or EU denied-party list. Customer shall not permit Users to access or use Software Services or Software in a U.S. or E.U. embargoed country or in violation of any U.S. or E.U. export law or regulation.

17.2. You and Episerver are independent contractors. The Agreement does not create any partnership, franchise, joint venture, agency, fiduciary or employment relationship between you and Episerver. You will not represent that you have any authority to assume or create any obligation, express or implied, on behalf of any Episerver Affiliated Party, or represent any Episerver Affiliated Party as an agent, employee, franchisee, or in any other capacity. You will not make any proposals, promises, warranties, guarantees or representations on behalf of any Episerver Affiliated Party or in any Episerver Affiliated Party's name.

17.3. 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. You may not assign any of your rights or obligations under the Agreement, whether by operation of law or otherwise. Episerver may assign, transfer or sublicense any or all of its rights or obligations under the Agreement without restriction. Neither party's waiver of any breach under the Agreement will be considered a waiver of any earlier or later breach. No failure or delay by either party in exercising any right under the Agreement will constitute a waiver of that right. Titles and headings of sections of the Agreement are for convenience only and will not affect the construction of any provision of the Agreement. The term "including" and its variations will be interpreted as if followed by the phrase "without limitation." The Agreement, including any terms incorporated in the Agreement, is the entire agreement between you and Episerver relating to its subject matter, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, relating to that subject matter; except that nothing in the Agreement will limit your obligations to Episerver or any Episerver Affiliated Party, or limit the rights of Episerver or any Episerver Affiliated Party, under any other agreement between you and Episerver or any Episerver Affiliated Party. Episerver will not be responsible for any failure to fulfill any obligation due to any cause beyond its control. Each Episerver Affiliated Party is an express third-party beneficiary under the Agreement; there are no other third-party beneficiaries under the Agreement. The Programs are not intended for use by, and must not be used by, anyone who is not at least eighteen (18) years of age, or anyone who has not reached the age of legal majority in his or her applicable jurisdiction.

Program Terms for Episerver App Marketplace

These Program Terms for Episerver App Marketplace ("Program Terms") apply to the use of (including any access to) the App Marketplace site, currently located at <https://marketplace.episerver.com/> (together with any Episerver information, data, content and other materials, products and services available through such site, and any successor site(s), "App Marketplace").

These Program Terms are incorporated by reference into the Program Agreement, and form part of the Agreement between you and Episerver. Episerver may also update these Program Terms from time to time, as described in the Program Agreement. Capitalized terms used but not defined in these Program Terms have the meanings given in the Program Agreement. You may not, and you must not, use App Marketplace unless you accept the Agreement.

1. Installation and Use of Apps

App Marketplace is an online directory and marketplace of web-based, on-demand applications, downloadable software applications, software (each, an "App") that interoperates with Episerver products and services, and more, as further described on App Marketplace. For clarity, Apps available on or through App Marketplace may be subject to other terms, including any terms that are presented during the test drive or installation process (the "App Terms").

If the listed provider of an App is Episerver, then the App is provided by Episerver, and you may contact Episerver with any questions regarding such App or the App Terms for such App. You agree to comply with the App Terms for each Episerver App that you use, and the Episerver App Terms will control (solely with respect to the applicable App) to the extent of any conflict or inconsistency between those App Terms and the Agreement.

If the listed provider of an App is any third party or through the Episerver developer community, then the App is considered Third Party Materials, and any support for such App is solely as set forth in any applicable App Terms. You agree to comply with the App Terms for each third-party App that you use, except that this Agreement will control to the extent of any conflict or inconsistency between those App Terms and the Agreement.

2. Rules of Conduct; Remedial Actions

App Marketplace may enable you to post comments or reviews, including in regard to Apps or reviews posted by others. Such reviews and comments will be posted under your name, as submitted to Episerver. If you do not want your name to appear in connection with a review or comment on App Marketplace, do not post any such reviews or comments. For clarity, any such review or comment is considered a Submission.

Reviews and comments regarding Apps should be useful to users in evaluating whether or not to use, download, or otherwise access an App or information about such App. Please post only reviews that may be useful and helpful to others. Without limiting the FUP or the Rules of Conduct contained in the Program Agreement, you must comply with the following rules in connection with App Marketplace:

- You may post only one review per App, unless a later review by you reflects a good-faith rating change based on further evaluation of the App.
- If you post a review or comment on any App with which you are affiliated (e.g., an App that you or your employer or any related entity developed or owns), you must disclose such affiliation.
- If you post a review or comment on any App provided by any of your competitors, you must disclose the fact that the App is provided by your competitor.
- Reviews and comments that you post must not contain (a) any information or discussion regarding the employees, business or stock of Episerver or any other company; or (b) any information or discussion regarding products or services, or any links to any third-party sites, products or services, or any other material, that is not substantially related to the relevant App.
- Any review or comment you post must be accurate and truthful and reflect your honest experience with the relevant App.

3. Publishing Listings on App Marketplace

App Marketplace may enable you to publish certain listings (which may include listings of Apps) on App Marketplace. In order to do so, you must first be approved by Episerver to participate in the Episerver App Marketplace Program and have agreed to the Episerver App Marketplace Agreement, including the applicable Episerver App Marketplace Policies. Any such publication is subject

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to the terms set forth in the Episerver App Marketplace Agreement. For clarity, these Program Terms do not authorize you to publish any listings (including any listings of Apps) with Episerver, including on App Marketplace.

4. Payments

Episerver may make available the ability to purchase or otherwise obtain certain Apps through App Marketplace. If you wish to make a payment transaction, you may be asked to supply certain relevant information, such as your credit card number and its expiration date, your billing address and your shipping information. You represent and warrant that you have the right to use any credit card for which you provide any credit card information in connection with a payment transaction. By submitting such information, you grant to Episerver the right to provide such information to third parties for purposes of facilitating payment transactions. Verification of information may be required prior to the acknowledgment or completion of any payment transaction. You will pay all charges incurred by you or on your behalf through App Marketplace, at the prices in effect when such charges are incurred, including all shipping and handling charges. In addition, you are responsible for any taxes applicable to your payment transactions.

Episerver reserves the right, including without prior notice, to discontinue making available, or to refuse to provide any user with, any Apps or other products or services available on or through App Marketplace; to impose conditions on the honoring of any coupon, discount or similar promotion; and to bar any user from making any payment transaction. Any refunds will be subject to Episerver's applicable refund policies. While it is our practice to confirm orders by email, the receipt of an email order confirmation does not constitute our acceptance of an order or our confirmation of an offer to sell a product or service.

5. Proprietary Rights

Subject to the terms of the Agreement, Episerver hereby grants to you a non-exclusive, non-transferable, limited and personal right (without the right to authorize any third party) to use App Marketplace, as made available by Episerver to you, solely in accordance with any applicable documentation. For clarity, no rights are granted under the Agreement (including these Program Terms) with respect to any Apps (including Episerver Apps) or any Third-Party Material.

6. Analytics

Without limiting Episerver's rights under the Program Agreement, if you access (including download) or use an App, data or other information about your access to or use of such App may be collected by Episerver and shared with the provider of that App, including to enable such App provider to monitor usage of, enforce usage limitations of, and improve and tailor such App. Such data or other information may include aggregated usage information about such App provider's App(s), such as the number of visits to a particular App product page or the number of started but incomplete installations for a particular App. In addition, Episerver may use a third-party service provider (the "Recommendation Provider"), to power App Marketplace's search and recommendation functionalities.

Your search criteria, as well as data about your access or use of App Marketplace, including which Apps you have accessed or used (including downloaded), may be sent to the Recommendation Provider to return search results based on your search criteria, surface relevant recommendations to you, and improve the Recommendation Provider's search and recommendation functionalities for App Marketplace. Episerver is not responsible for, and makes no representations or warranties regarding, any search results or recommendations available on or through App Marketplace, whether generated by App Marketplace's search and recommendation functionality or otherwise. The availability of any such results or recommendations does not imply Episerver's endorsement of, or affiliation with, any third-party providers of products or services in connection with any such results or recommendations (including any recommended Apps). YOUR USE OF APP MARKETPLACE'S SEARCH AND RECOMMENDATION FUNCTIONALITY, INCLUDING ACCESS TO OR USE OF ANY RECOMMENDED APP, IS AT YOUR OWN RISK.

7. Disclaimer of Warranties

FOR CLARITY, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, ALL DISCLAIMERS OF WARRANTIES UNDER THE PROGRAM AGREEMENT APPLY TO APP MARKETPLACE AND ALL APPS AND OTHER MATERIAL AVAILABLE ON OR THROUGH APP MARKETPLACE, REGARDLESS OF WHETHER DESIGNATED AS "CERTIFIED" OR ANY SIMILAR DESIGNATION.

8. Survival

Sections 2, 4 (with respect to fees and other charges incurred by you prior to the expiration or termination of the Agreement), 6, 7 and 8 of these Program Terms will survive termination of the Program Agreement or these Program Terms.

