Self-Serve Subscription Agreement

Last Updated: November 4, 2026

This Self-Serve Subscription Agreement ("**Agreement**") is between Netlify, Inc., a Delaware corporation ("**Netlify**"), and the individual or entity that accepts it ("**Customer**"), and governs the use of Netlify's software, solutions, and services ("**Services**") to build, deploy, host, and manage web projects.

By clicking on the "Create Account" button (or any similar button) presented at the time of sign-up, or by using or accessing the Services, Customer agrees to the terms and conditions of this Agreement, and the date Customer does so is the effective date of this Agreement ("**Effective Date**").

If an individual accepts this Agreement on behalf of a company, organization, or other legal entity, that individual represents that they have the authority to bind that entity to this Agreement, and "Customer" refers to that entity. An individual who does not have that authority, or who does not agree to this Agreement, must not accept this Agreement and must not use the Services.

Use of the Services under the account of an organization that has signed an Enterprise Master Subscription Agreement with Netlify is governed by that agreement, and not this Agreement.

1 Definitions

"**Acceptable Use Policy**" means the policy available at https://www.netlify.com/legal/acceptable-use-policy.

"**Affiliate**" means a party that controls, is controlled by, or is under common control with a party to this Agreement where "control" means the power to direct the management or affairs of an entity, for example through the beneficial ownership of more than 50% of the voting equity securities or other equivalent voting interests of the entity.

"**Confidential Information**" means information provided to the receiving party ("**Receiving Party**") that is designated by the disclosing party ("**Disclosing Party**") as "confidential" or "proprietary" or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of the disclosure. Confidential Information does not include information that: (a) is or becomes generally known to the public through no fault of the Receiving Party; (b) is in the Receiving Party's possession prior to receipt from the Disclosing Party; (c) is acquired by the Receiving Party from a third party without breach of a confidentiality obligation; or (d) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information.

"**Customer Content**" means all content, code, data, files, and other materials that Customer or its users submit to, or store or process on, the Services under Customer's account, including data that end users submit to Customer's sites and applications hosted on the Services, logs of requests that end users make to those sites and applications, and AI Inputs and AI Outputs (as defined in Section 7.1).

"**DPA**" means the Netlify Data Processing Agreement available at https://www.netlify.com/pdf/netlify-dpa.pdf, as updated from time to time, or such other data processing agreement as the parties may execute.

"**Intellectual Property Rights**" means all patents, copyrights, trademarks, service marks, trade secrets, moral rights, database rights, and other intellectual property and proprietary rights anywhere in the world, whether registered or unregistered, including all applications for and renewals of any of them.

"**Netlify Service Guides**" means the application programming interfaces, software development kits, standards, and relevant procedures and policies available at https://docs.netlify.com, as updated from time to time by Netlify.

"**Service Data**" means data generated by or on behalf of Netlify in connection with the use and operation of the Services under Customer's account, including usage metrics, system logs, diagnostic and performance data, and other telemetry, but excluding logs of requests made by Customer's end users to Customer's sites and applications. Service Data may include Customer Content (for example, file names or URLs in build logs).

"**Subscription Term**" means the period during which Customer has agreed to subscribe to the Services.

"**Third-Party Software**" means applications, software, or platforms provided by Customer or a third party.

2 Access to the Services, Use, and Restrictions

2.1 Accounts and Email Addresses. Customer must provide accurate information when it creates its Netlify account and must keep that information current. If the email address associated with Customer's account becomes invalid or undeliverable, Netlify may suspend or terminate the account. If the domain of the email address associated with Customer's account is owned or controlled by an organization that has or later enters into a subscription agreement with Netlify, Customer's account may be consolidated into that organization's account after notice to Customer. If Customer does not change the email address associated with the account within the period stated in such notice, the account, including its Customer Content, will be controlled by that organization.

2.2 Age Restriction. The Services may only be used or accessed by persons at least 13 years of age. Should Netlify learn that a user is under the age of 13, Netlify will immediately terminate that user's access to the Services. If Customer resides outside the United States, the minimum age in Customer's country may be higher, and Customer is responsible for complying with that country's laws. Netlify may restrict access to certain AI Features (as defined in Section 7.1) to users who are at least 18 years of age.

2.3 Use of the Services. Subject to Customer's compliance with the terms and conditions of this Agreement (including all payment obligations), Netlify hereby grants Customer the right to access and use the Services during the Subscription Term solely in accordance with the Netlify Service Guides and this Agreement, and any other restrictions or obligations mutually agreed upon in writing by the parties.

2.4 Netlify Service Guides. Customer will integrate with and use the Services in accordance with the Netlify Service Guides. Netlify may take reasonable actions to limit the impact of any failure by Customer to comply with the Netlify Service Guides. Netlify will not be responsible for any delay, limitations, or Services performance issues relating to such failure.

2.5 Restrictions and Acceptable Use. Except as otherwise agreed by Netlify in a separate written agreement, Customer will not: (a) resell, sublicense, or otherwise make the Services available to third parties as a standalone service, except that Customer may use the Services to build, deploy, and host sites and applications for third parties; (b) interfere with the integrity or performance of the Services; (c) use the Services to store or transmit infringing, libelous, defamatory, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; or (d) use the Services to store code, files, scripts, agents, or programs intended to cause

harm, including viruses, worms, malware, or Trojan horses. Customer will respond promptly to any reasonable request by Netlify in the event of any actual or anticipated breach of this Section 2.5. Customer will promptly notify Netlify if Customer becomes aware of any unauthorized use or other compromise of Customer's account. Customer will comply, and is responsible for its users' compliance, with the Acceptable Use Policy. Netlify may reasonably update the Acceptable Use Policy on at least thirty (30) days' notice to Customer.

2.6 Credentials. Customer will keep confidential all usernames, passwords, API tokens, and other credentials for its account ("**Credentials**") and is responsible for all activities that occur under them. If Customer's plan limits the number of users, each user's Credentials may be used by only one individual, Customer may reassign Credentials to replace a user who no longer needs access, and Netlify may charge Customer for use beyond that limit. Netlify may deactivate any Credentials that it reasonably believes have been used by an unauthorized party, and will promptly notify Customer and replace those Credentials on request. All Credentials will be deactivated when this Agreement terminates or expires.

2.7 Compliance with Laws. Customer will use the Services in compliance with all applicable laws and regulations and is solely responsible for obtaining any consents, authorizations, or registrations required for its activities under this Agreement. Customer will not, and will not permit any other party to, use the Services to harvest or collect information about any third party without a lawful basis for doing so.

2.8 Use with Sites and Applications on Netlify. Customer will use Netlify DNS only for zones that include at least one hostname served by a site or application deployed on the Services, although those zones may also contain records pointing to resources outside Netlify. Customer will use the following only as part of sites or applications deployed on the Services, and not as standalone compute, storage, database, or content delivery services: Netlify Functions (including serverless, scheduled, and background functions), Netlify Edge Functions, Netlify Server, Netlify Database, Netlify Blobs, Netlify Image CDN, and any other Services that the Netlify Service Guides describe as available only for sites or applications deployed on Netlify.

3 Confidentiality

3.1 Confidentiality Obligations. Receiving Party will use Confidential Information solely as contemplated by this Agreement and will disclose such information on a need-to-know basis only to its employees, agents, vendors, and contractors who are bound by obligations of confidentiality at least as strict as those contained in this Section 3. Receiving Party will use reasonable care to protect Disclosing Party's Confidential Information and to prevent unauthorized disclosure of Confidential Information. Subject to the terms and conditions of this Agreement, Receiving Party will, upon written request, destroy all copies of the Disclosing Party's Confidential Information that are in its possession or control, except for copies retained in backup, archival, or logging systems in accordance with Receiving Party's standard retention practices or as required by law, which will remain subject to this Section 3 until deleted. Netlify's use and disclosure of Service Data and Customer Content in accordance with Section 6.2 (Customer Content), Section 6.3 (Service Data), Section 6.6 (Verified Domains), and the DPA will not breach this Section 3.

3.2 Mandated Disclosures. Receiving Party may disclose Disclosing Party's Confidential Information to the extent required by law or by order of a court, administrative agency, or other governmental authority, provided that, unless legally prohibited, Receiving Party gives Disclosing Party reasonable

prior notice to allow it to seek a protective order or other remedy and reasonably cooperates with those efforts, at Disclosing Party's expense.

4 Fees and Payment

4.1 Plans and Fees. Customer may select either a plan for which Netlify charges subscription or usage-based fees (a "**Paid Plan**") or a plan that Netlify offers with no subscription or usage-based fees (the "**Free Usage Tier**"). If Customer selects a Paid Plan, Customer will pay the fees for that Paid Plan and any usage-based fees for use exceeding the capacity included in it, as described in the applicable plan description (collectively, "**Fees**"). Customer will not be charged for use on the Free Usage Tier, and Netlify may pause the affected Services if that use exceeds the capacity included in the Free Usage Tier. Customer may upgrade to any other plan that Netlify then offers at any time during the Subscription Term, and may downgrade to any other plan, including the Free Usage Tier, effective at the end of the then-current Subscription Term.

4.2 Payment. Customer will pay the applicable fees for any Paid Plan in advance for each Subscription Term, including each renewal term, and will pay any usage-based fees as described in the applicable plan description, including by purchasing credits in advance that are drawn down as the Services are used. Except as expressly provided in this Agreement, all Fees are non-cancellable and non-refundable, including if Customer terminates before the end of the Subscription Term. If Customer terminates, Customer will continue to have access to the Services through the end of the then-current Subscription Term.

4.3 Changes in Fees. Netlify reserves the right to change the Fees or to institute new charges; provided, however, that any such changes will apply only: (a) to new Services procured after the changes; and (b) to continuing Services for any renewal term(s) starting after notice of such changes was provided or such earlier time as Customer affirmatively accepts the changes.

4.4 Taxes. The Fees do not include any local, state, federal, or foreign taxes, levies, or duties of any nature (e.g., value-added, sales, use, or withholding taxes assessable by any local, state, provincial, or foreign jurisdiction). Customer is responsible for paying any such taxes, and Netlify may invoice them, excluding taxes based on Netlify's income.

4.5 Failed Payments. If Netlify is unable to charge Customer's payment method for any Fees when due, Netlify may immediately suspend the Services until the Fees are paid. If Netlify takes action to collect any overdue Fees, Customer will pay Netlify's costs of collection, including reasonable attorneys' fees and collection agency fees, whether or not a lawsuit is filed.

5 Free Usage Tier

5.1 Free Access to the Services. Netlify offers the Free Usage Tier at its sole discretion and may change its features, limits, or availability, or discontinue it, at any time. Netlify may suspend, disable, or remove any site or application on the Free Usage Tier at any time, with or without notice, for any reason or no reason, including to address performance problems or security threats such as a malicious attack. Where practical, Netlify will try to give advance notice before removing a site or application. The Free Usage Tier may run on infrastructure shared with other users, and Netlify makes no service level commitments for it.

6 Intellectual Property Rights and Customer Content

6.1 Rights over the Services. Netlify shall own and retain all right, title, and interest in and to the Services and related software, all improvements, enhancements, or modifications thereto, and all Intellectual Property Rights associated with the foregoing. Except for the limited access rights expressly granted in this Agreement, Customer obtains no rights to the Services or Intellectual Property Rights by implication, estoppel, or otherwise.

6.2 Customer Content. As between the parties, Customer owns all Intellectual Property Rights in Customer Content. Customer grants Netlify, and its subprocessors and service providers acting on Netlify's behalf, a worldwide, non-exclusive, royalty-free license to host, copy, transmit, display, and otherwise process Customer Content solely to provide, secure, support, and customize the Services, to create aggregated or de-identified data to improve the Services, as directed by Customer, to enforce this Agreement, to comply with applicable law, as described in Section 6.6 (Verified Domains), and as described in the DPA (if applicable). Netlify will not use Customer Content, including in aggregated or de-identified form, to train or fine-tune artificial intelligence or machine learning models, whether Netlify's or a third party's, unless Customer expressly opts in. Netlify will maintain appropriate administrative, technical, and physical security measures to protect Customer Content against unauthorized access, disclosure, and loss, as further described at https://www.netlify.com/security/. Customer is solely responsible for creating backup copies of Customer Content at its sole expense.

6.3 Service Data. As between the parties, Netlify owns all Service Data and may use it, including by sharing it with its subprocessors and service providers acting on Netlify's behalf, to provide, maintain, develop, and improve the Services. However, to the extent any Service Data is also Customer Content, Customer owns such data, and Netlify may use such data only as permitted by Section 6.2.

6.4 Feedback. Customer is not required to provide suggestions, enhancement requests, recommendations, or other feedback regarding the Services (collectively, "**Feedback**"). If Customer, its users, or third parties acting on Customer's behalf provide Feedback, Customer hereby grants Netlify a worldwide, perpetual, irrevocable, royalty-free, sublicensable license to use, modify, incorporate into its products and services, and otherwise exploit that Feedback without restriction or attribution. Feedback is provided as is, and Netlify will not publicly identify Customer as the source of any Feedback without Customer's consent. Feedback does not include Customer Content, and this Section 6.4 does not permit any use of Customer Content that Section 6.2 does not permit.

6.5 Data Privacy. Netlify's Privacy Statement, available at https://www.netlify.com/privacy/, describes how Netlify processes personal data as a controller, including account, billing, and contact information, and personal data in Service Data (other than personal data in Customer Content). The DPA applies to personal data that Netlify processes on Customer's behalf, including personal data in Customer Content, and is incorporated into this Agreement. If this Agreement and the DPA conflict regarding the processing of personal data, the DPA will control, except that the DPA does not expand Netlify's rights to use or disclose Customer Content or Service Data beyond those set out in this Agreement.

6.6 Verified Domains. An organization that wishes to understand how the Services are used on a domain it owns or controls may ask Netlify to verify its ownership or control of that domain. If Netlify verifies that an organization owns or controls the domain of the email address associated with Customer's

account, Netlify may disclose to that organization the existence of Customer's account, its plan type, and information about the sites under that account that are publicly accessible on the Services, such as their site names, URLs, and when they were last deployed. Netlify will not, under this Section 6.6, disclose Customer's payment information, or Customer's name, email address, or username other than as they may appear in any account names, site names, or URLs, nor will Netlify disclose any Customer Content that is not publicly accessible. Verification alone does not give that organization access to or control over Customer's account.

7 AI Features and Beta Services

7.1 AI Features. Certain Services include generative AI functionality ("**AI Features**") that enables Customer to submit inputs ("**AI Inputs**") and receive AI-generated outputs ("**AI Outputs**"). AI Features are optional, and Customer may choose not to use them; the provisions of this Agreement that apply specifically to AI Features, AI Inputs, or AI Outputs apply only if and to the extent Customer or its users use AI Features. AI Features are powered by third-party AI models made available by their developers, such as OpenAI, Anthropic, Meta, and Google, either directly or through aggregators, such as OpenRouter (together, "**Model Providers**"). Model Providers have no direct contractual relationship with Customer. The terms of service and usage policies that apply to each AI model ("**Model Terms**") are listed at https://docs.netlify.com/build/build-with-ai/security-and-privacy-for-ai-features/#current-providers. Netlify may add or change Model Providers in accordance with the DPA or on reasonable prior notice. Customer will comply, and will require its end users to comply, with the applicable Model Terms, including any use restrictions, age requirements, and geographic restrictions, and Customer's access to each AI model is conditioned on compliance with its Model Terms. Customer is responsible for determining whether each AI model and its Model Terms are suitable for Customer's use. Netlify or the applicable Model Provider may suspend access to an AI model if its Model Terms are violated. Each Model Provider, not Netlify, determines where it processes AI Inputs and AI Outputs, which may be outside the United States.

7.2 Data and Training. AI Inputs and AI Outputs are Customer Content and Customer's Confidential Information. Netlify will not use AI Inputs or AI Outputs, including in aggregated or de-identified form, to train or fine-tune artificial intelligence or machine learning models, whether Netlify's or a third party's, unless Customer expressly opts in. Netlify will not authorize any Model Provider to use AI Inputs or AI Outputs to train any AI model.

7.3 Responsibility and Accuracy. As between the parties, Customer owns the AI Inputs and AI Outputs and is solely responsible for them and their use, including determining whether their use infringes or misappropriates any third party's rights. Customer will not use AI Outputs to train, fine-tune, or distill any AI model, or to replicate any Model Provider's models. AI Outputs are generated probabilistically and may be similar or identical to outputs generated for others; Netlify cannot monitor or prevent such similarity. Netlify's indemnity under Section 9.1 does not cover claims arising from Model Providers' AI models, AI Inputs, or AI Outputs. AI models and AI Outputs are provided AS IS, and Customer must review AI Outputs for accuracy and suitability before any use or deployment.

7.4 Services in Beta. From time to time, Netlify may make beta, early access, or preview offerings ("**Beta Services**") available to Customer. Beta Services are intended for testing purposes only and Customer may, in its sole discretion, choose to use Beta Services. Netlify may, but is not obligated to, provide support for the Beta Services or correct any bugs, defects, or errors in the Beta Services. Netlify may

discontinue Beta Services at any time (including Customer Content stored as part of the Beta Services), in its sole discretion, or decide not to make Beta Services generally available. Netlify may also limit, throttle, suspend, or block use of Beta Services at any time, including where Netlify reasonably believes the use is abusive or excessive. Any information regarding Beta Services is Netlify's Confidential Information. Netlify will have no liability for any harm or damage arising out of or in connection with any Beta Services, including any loss of Customer Content; however, Section 3 (Confidentiality) and the restrictions on Netlify's use and disclosure of Customer Content in Section 6.2 (Customer Content) apply to Customer Content used with Beta Services. Customer acknowledges and agrees that any Customer Content entered into Beta Services, and any customizations made to Beta Services by or for Customer, may be permanently lost.

8 Warranties and Disclaimers

8.1 Mutual Warranties. Each party represents and warrants that it has validly accepted or entered into this Agreement and has the legal power to do so.

8.2 Limited Warranty. Netlify warrants to Customer that during the Subscription Term of any Paid Plan: (a) this Agreement and the DPA will accurately describe the applicable administrative, physical, and technical safeguards for the protection of the security, confidentiality, and integrity of Customer Content; and (b) the Services will perform materially in accordance with the Netlify Service Guides. This Section 8.2 does not apply to the Free Usage Tier or Beta Services, and Section 8.2(b) does not apply to the performance, accuracy, or availability of any AI model or AI Outputs. If Customer notifies Netlify of a breach of this Section 8.2 during the applicable Subscription Term, Netlify will use commercially reasonable efforts to correct the nonconformity, and if Netlify cannot do so within a reasonable time, either party may terminate the affected Services and Netlify will refund any prepaid Fees for the unused portion of the Subscription Term. This Section 8.2 states Customer's sole and exclusive remedy, and Netlify's sole and exclusive liability, for breach of the warranties in this Section 8.2.

8.3 Disclaimers. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ANY PRODUCTS, SERVICES, DELIVERABLES, OR DOCUMENTATION PROVIDED TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND, TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, NETLIFY HEREBY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, STATUTORY, PAST OR PRESENT, OR FROM A COURSE OF DEALING OR USAGE OF TRADE OR PRACTICE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. NETLIFY CANNOT AND DOES NOT WARRANT THAT ERRORS CAN OR WILL BE CORRECTED, OR THAT OPERATION OF THE SERVICES WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE. CUSTOMER ACKNOWLEDGES THAT THE INTERNET AND TELECOMMUNICATIONS PROVIDERS' NETWORKS ARE INHERENTLY INSECURE AND THAT, EXCEPT TO THE EXTENT CAUSED BY NETLIFY'S FAILURE TO COMPLY WITH ITS SECURITY OBLIGATIONS UNDER THIS AGREEMENT OR THE DPA, NETLIFY WILL HAVE NO LIABILITY FOR ANY CHANGES TO, INTERCEPTION OF, OR LOSS OF CUSTOMER CONTENT WHILE IN TRANSIT VIA THE INTERNET OR A TELECOMMUNICATIONS PROVIDER'S NETWORK.

9 Indemnification

9.1 By Netlify. If Customer has a Paid Plan, Netlify will defend Customer and its officers, directors, employees, and consultants against any third-party claim, suit, or proceeding alleging that the Services infringe or misappropriate any copyright, trade secret, trademark or service mark, or United States patent (each, an "**IP Claim**"), and will indemnify them by paying damages, costs, and attorneys' fees finally awarded against them, and amounts paid in a settlement approved by Netlify, in connection with any IP Claim. If use of the Services by Customer has become, or in Netlify's opinion is likely to become, the subject of any such IP Claim, Netlify may, at Netlify's option and expense: (i) procure for Customer the right to continue using the Services as set forth hereunder; (ii) replace or modify the Services to make them non-infringing; or (iii) if options (i) or (ii) are not commercially reasonable or practicable as determined by Netlify, terminate the Services and repay Customer, on a pro-rata basis, any prepaid Fees for the corresponding unused portion of the Services. NETLIFY'S OBLIGATIONS UNDER THIS SECTION 9.1 ARE NETLIFY'S SOLE AND EXCLUSIVE LIABILITY, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, FOR ANY ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS BY THE SERVICES, WHETHER IN CONTRACT, WARRANTY, TORT, OR OTHERWISE. NETLIFY'S EXERCISE OF ANY OPTION IN CLAUSES (i) THROUGH (iii) DOES NOT LIMIT OR RELIEVE NETLIFY OF ITS OBLIGATION TO DEFEND AND INDEMNIFY CUSTOMER UNDER THIS SECTION 9.1 AGAINST IP CLAIMS, INCLUDING IP CLAIMS BASED ON CUSTOMER'S USE OF THE SERVICES BEFORE SUCH EXERCISE.

9.2 By Customer. Customer will defend, indemnify, and hold Netlify, its Affiliates, officers, directors, agents, employees, and consultants harmless from and against any third-party claim, suit, or proceeding (including court costs and reasonable attorneys' fees) to the extent arising from or based upon: (a) an allegation that Customer Content infringes or misappropriates any third party's Intellectual Property Rights, violates any third party's right of privacy or right of publicity, or defames any third party; (b) acts or omissions that would constitute a breach by Customer of Section 2.5 (Restrictions and Acceptable Use) or Section 2.7 (Compliance with Laws); or (c) Customer's or its end users' violation of any Model Terms.

9.3 Conditions. As a condition of the obligations set forth in this Section 9, a party entitled to indemnification under this Agreement (the "**Indemnified Party**") will: (a) provide prompt written notice of the applicable claim to the other party (the "**Indemnifying Party**"); (b) provide the Indemnifying Party with sole control of the applicable defense and settlement; and (c) cooperate as requested by the Indemnifying Party, at the Indemnifying Party's expense. The Indemnifying Party will not agree to any settlement unless such settlement includes a full release of the claim against the Indemnified Party. If a claim is subject in part to Section 9.1 and in part to Section 9.2, Netlify will control the defense, and each party will bear defense costs and any amounts payable to the third party in proportion to its responsibility for the claim under this Section 9.

9.4 Exclusion of Indemnification. Netlify will have no liability or obligation under Section 9.1 with respect to any IP Claim to the extent such claim is caused by: (a) compliance with designs, data, instructions, or specifications provided by Customer; (b) modification of the Services by anyone other than Netlify and its employees; or (c) the combination, operation, or use of the Services with other hardware or software where the Services would not themselves infringe or misappropriate.

10 Limitation of Liability

10.1 TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, DAMAGES OR COSTS DUE TO LOSS OF PROFITS, DATA, USE, REVENUE, OR GOODWILL, BUSINESS INTERRUPTION, PROCUREMENT OF SUBSTITUTE SERVICES, OR WASTED EXPENDITURES, RESULTING FROM OR IN CONNECTION WITH THIS AGREEMENT OR CUSTOMER'S USE OF, OR INABILITY TO USE, THE SERVICES OR OTHER PRODUCTS OR SERVICES HEREUNDER, REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES. THE FOREGOING EXCLUSION WILL NOT APPLY TO A PARTY'S DEFENSE AND INDEMNIFICATION OBLIGATIONS UNDER SECTION 9 (INDEMNIFICATION).

10.2 TO THE EXTENT PERMITTED BY LAW, THE MAXIMUM LIABILITY OF NETLIFY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT WILL NOT EXCEED AN AMOUNT EQUAL TO THE GREATER OF: (A) THE FEES PAID BY CUSTOMER TO NETLIFY DURING THE TWELVE (12) MONTHS PRECEDING THE ACT, OMISSION, OR OCCURRENCE GIVING RISE TO SUCH LIABILITY; AND (B) ONE HUNDRED US DOLLARS (US $100). THE LIMITATION OF LIABILITY PROVIDED FOR HEREIN WILL APPLY IN AGGREGATE TO ANY AND ALL CLAIMS BY CUSTOMER AND ITS AFFILIATES AND WILL NOT BE CUMULATIVE. THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THIS AGREEMENT WILL NOT INCREASE NETLIFY'S LIABILITY. THE FOREGOING LIMITATION WILL NOT APPLY TO NETLIFY'S DEFENSE AND INDEMNIFICATION OBLIGATIONS UNDER SECTION 9.1 (INDEMNIFICATION).

10.3 EXCEPT TO THE EXTENT PROHIBITED BY THE GDPR OR OTHER APPLICABLE DATA PROTECTION LAWS, AND EXCEPT FOR NETLIFY'S OBLIGATIONS REGARDING THE CONFIDENTIALITY, SECURITY, AND USE OF AI INPUTS AND AI OUTPUTS (INCLUDING ITS RESTRICTIONS ON TRAINING AND ITS RESPONSIBILITY FOR ITS SUBPROCESSORS UNDER THE DPA), NETLIFY WILL HAVE NO LIABILITY FOR ANY CLAIMS, DAMAGES, OR LOSSES ARISING FROM: (A) THE ACCURACY, QUALITY, OR CONTENTS OF AI INPUTS OR AI OUTPUTS; (B) ANY THIRD-PARTY CLAIM THAT ANY AI MODEL, AI INPUT, OR AI OUTPUT INFRINGES OR MISAPPROPRIATES ANY INTELLECTUAL PROPERTY RIGHTS; OR (C) THE AVAILABILITY OR PERFORMANCE OF ANY PARTICULAR AI MODEL.

10.4 THE PARTIES ACKNOWLEDGE THAT THE FEES HAVE BEEN SET AND THIS AGREEMENT ENTERED INTO IN RELIANCE ON THESE LIMITATIONS OF LIABILITY AND THAT ALL SUCH LIMITATIONS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

11 Term, Termination, and Suspension

11.1 Term and Renewals. Customer's Subscription Term is stated in Customer's account admin panel and will automatically renew for successive periods of the same duration, unless prohibited by applicable law or terminated as permitted below.

11.2 Termination. Either party may terminate Services on the Free Usage Tier without cause, immediately on notice. A Customer on a Paid Plan may terminate the Services at any time through Customer's account admin panel or by notice to Netlify support. As provided in Section 4.2, Fees are not refundable on early termination. To avoid charges for a renewal term, Customer must terminate through its account admin panel at least one (1) day before the end of the then-current Subscription Term, or by written notice at least ten (10) days before the end of the then-current Subscription Term.

11.3 Termination for Breach. For Paid Plan Customers, either party may terminate this Agreement if the other party materially breaches this Agreement and fails to cure the breach within thirty (30) days of written notification of the breach. In addition, either party may terminate this Agreement immediately on giving notice in writing to the other party if the other party files for bankruptcy; is the subject of any proceedings related to its liquidation, insolvency, or the appointment of a receiver or similar officer for it; makes an assignment for the benefit of all or substantially all of its creditors; or enters into an agreement for the cancellation, extension, or readjustment of substantially all of its obligations. If Customer terminates this Agreement under this Section 11.3 for Netlify's uncured material breach, Netlify will refund any prepaid Fees for the unused portion of the Subscription Term.

11.4 Suspension. Notwithstanding any provision in this Agreement to the contrary, in the event of any activity by Customer or any of its users that has (or in Netlify's reasonable assessment is likely to have) an adverse effect on the operation of the Services, Netlify may temporarily suspend access to the Services. This right includes removal or disablement of Customer Content or other content in accordance with Netlify's DMCA Takedown Policy, available at https://www.netlify.com/dmca/, or in relation to violations of the Acceptable Use Policy. In such event, Netlify will notify Customer as soon as possible and will work with Customer in good faith to remedy the cause of the adverse effect.

11.5 Effect of Termination. The provisions of this Section and the following Sections will survive any termination of this Agreement: Section 2.5 (Restrictions and Acceptable Use), Section 2.7 (Compliance with Laws), Section 3 (Confidentiality), Section 4 (Fees and Payment), Sections 6.1 through 6.5, Section 7.2 (Data and Training), Section 7.3 (Responsibility and Accuracy), Section 8 (Warranties and Disclaimers), Section 9 (Indemnification), Section 10 (Limitation of Liability), Section 15 (Notices), Section 16 (Dispute Resolution), and Section 17 (General). Customer may export Customer Content at any time before this Agreement terminates; after termination, Netlify has no obligation to retain Customer Content and may delete it, subject to the DPA.

12 Export and Anti-Bribery Compliance

12.1 Export Compliance. The Services and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Netlify and Customer each represent that it is not on any U.S. government denied-party list. Customer will not permit any user to access or use the Services in a U.S.-embargoed country or region or in violation of any U.S. export law or regulation.

12.2 Anti-Corruption. Each party will comply with all applicable anti-bribery and anti-corruption laws in connection with this Agreement. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from the other party's employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate this Section 12.2.

13 Open Source and Third-Party Software

13.1 Use of Open Source. Some software available through the Services may contain open source software, and to the extent required by the licenses covering open source software, the terms of such licenses will apply to the open source software in lieu of this Agreement. Nothing in this Section 13.1 limits Netlify's obligations under Section 9.1.

13.2 Third-Party Software. The Services may contain features designed to interoperate with Third-Party Software. Customer's use of Third-Party Software is subject to a separate agreement between Customer and the relevant third party. If Customer enables Third-Party Software to interoperate with the Services, Customer authorizes Netlify to exchange Customer Content and Service Data with that Third-Party Software as needed for the interoperation, and the provider of that Third-Party Software is not Netlify's subprocessor or service provider. Netlify does not warrant or support Third-Party Software and cannot guarantee its continued security, availability, or performance.

14 Publicity and Electronic Communications

14.1 Usage of Logo and Marketing Materials. If Customer is a company or other organization, then, subject to Customer's trademark usage guidelines, Customer grants Netlify a non-exclusive, worldwide, royalty-free license to include Customer's name and logo in any customer listing appearing on or in any Netlify website, brochure, presentation, annual report, or other marketing materials. Customer may terminate the foregoing license at any time following the termination of this Agreement, or by providing Netlify thirty (30) days' written notice, upon which Netlify will promptly remove Customer's name and logo from its website and stop creating any new marketing material containing the same. Notwithstanding the foregoing, Netlify's right to continue to use any pre-printed marketing materials produced prior to such termination will continue until the supply of such materials is exhausted.

14.2 Electronic Communications. By using the Services, Customer consents to receiving certain electronic communications from Netlify including via the Services' admin panel and agrees that any notices, agreements, disclosures, or other communications that Netlify sends to Customer electronically will satisfy any legal communication requirements, including that such communications be in writing.

15 Notices

15.1 How to Send Notices. Any legal notices sent by Customer to Netlify relating to this Agreement must be delivered in English and in writing by: (a) courier or U.S. mail to PO Box, PMB 87587, San Francisco, CA 94120-7775, Attn: Legal; and (b) electronic mail to legal@netlify.com. Telephone calls do not constitute notice under this Agreement. All other notices provided by Customer to Netlify under this Agreement must be delivered in English and in writing by electronic mail to support@netlify.com. Netlify may send notices to Customer relating to this Agreement by email to the primary email address associated with Customer's account or via the Services. Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: Netlify, Inc. may be contacted at PO Box, PMB 87587, San Francisco, CA 94120-7775, or by telephone at (415) 323-3482. The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

16 Dispute Resolution

16.1 Governing Law and Venue. This Agreement and any action related to it will be governed by and interpreted under the laws of the State of California, without regard to conflicts of laws principles. Any dispute arising under or relating to this Agreement will be resolved exclusively in the state or federal courts located in San Francisco County, California, and each party submits to the personal

jurisdiction of those courts for that purpose. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

17 General

17.1 Assignment. Neither party may assign this Agreement in whole or in part without the other party's prior consent, which will not be unreasonably withheld; provided that either party may assign this Agreement to a successor in interest in the event of a sale or merger of the applicable entity, with written notification to the non-assigning party. Subject to the terms of this Section, this Agreement will be binding upon the parties hereto and any authorized assigns.

17.2 Equitable Relief. Each party acknowledges that any violation of any of the protections of the other party's Intellectual Property Rights or misuse of Confidential Information would cause irreparable harm to such party for which it could not be adequately compensated by money damages. Accordingly, each party agrees that, in addition to all other remedies available to the other party in an action at law, in the event of any actual or threatened violation of Intellectual Property Rights or misuse of Confidential Information, the other party will be entitled to temporary and permanent injunctive relief, including specific performance of the terms of this Agreement.

17.3 Force Majeure. Any delay in the performance of any duties or obligations of either party (except the payment of money owed) will not be considered a breach of this Agreement if the delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, or other acts of God, denial-of-service attacks, failures of third-party hosting or network providers, or any other event beyond the control of such party, except to the extent caused by that party's failure to comply with its security obligations under this Agreement or the DPA, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the cause of the delay and to resume performance as soon as possible.

17.4 Entire Agreement. This Agreement constitutes the entire understanding of the parties with respect to its subject matter. It replaces and supersedes all prior or contemporaneous written and oral agreements with respect to its subject matter, including the terms of any previously agreed-to non-disclosure agreement. Any other terms or pre-printed terms on or attached to any purchase order, invoice, quote, or acknowledgement Customer provides will be void and of no effect unless signed by an authorized representative of Netlify.

17.5 Independent Contractors. The relationship of the parties is that of independent contractors; neither party is an agent or partner of the other. Neither party has, or will represent to any third party that it has, any authority to act on behalf of or bind the other party.

17.6 Severability. If any provision of this Agreement is held to be unenforceable, such provision will be reformed to the extent necessary to make it enforceable, and such holding will not impair the enforceability of the remaining provisions.

17.7 No Waiver. The failure or delay of a party at any time to require performance of any term or condition of this Agreement will not affect such party's right to enforce such term or condition, or any other provision of this Agreement, at a later time. A waiver is effective only if it is in writing and signed by the waiving party.

17.8 Contract Revisions. Netlify may modify this Agreement by giving Customer at least thirty (30) days' prior notice by email to the address associated with Customer's account or through the Services. The

modifications will be deemed accepted by Customer and will take effect thirty (30) days after Netlify gives notice, or when Customer affirmatively accepts them, if earlier.

17.9 Order of Precedence. If this Agreement conflicts with any policy or other document referenced in this Agreement, this Agreement will control, except that the DPA will control as provided in Section 6.5 (Data Privacy).

17.10 No Third-Party Beneficiaries. Except as expressly provided in Section 9 (Indemnification), this Agreement is for the sole benefit of the parties and their permitted assigns, and nothing in this Agreement confers any right, benefit, or remedy on any third party, including any Model Provider.