



Self-Serve Subscription Agreement

Last Updated March 8th, 2023

This Self-Serve Subscription Agreement (“**Agreement**”) governs the use of Netlify’s software, solutions and services (“**Netlify Services**”) to build, deploy, host, and manage web projects.

By clicking on the “Create Account” button (or any similar button) that is presented to you at the time of sign-up or by using or accessing the Netlify Services (“**Order**”), you indicate that you agree to the terms and conditions of this Agreement, and that will also be the effective date of this Agreement (“**Effective Date**”).

You will be referred to in this Agreement as either “**you**” or “**Customer**.” If you are entering into this Agreement on behalf of a company, organization or another legal entity, you are agreeing to this Agreement for that entity and representing that you have the authority to bind such entity to this Agreement, in which case the terms “**Customer**” or “**you**” will refer to such entity. If you do not have such authority, or if you do not agree with this Agreement, you must not accept this Agreement and must not use the Netlify Services.

In appropriate cases, Netlify will enter into a written Enterprise Subscription Agreement with the Customer which will govern instead of this Agreement.

A valid Netlify account may only be created and maintained by a Customer who provides valid information about the Customer in the signup process. To maintain a valid account, the Customer must regularly update such information to assure its accuracy. Netlify reserves the right to terminate any account that does not include a valid email address on file.

Please be aware, however, that if the domain of the email address associated with your account is owned or controlled by an entity and Netlify has now or in the future a direct subscription agreement with such entity, your account may be rolled into and consolidated with that organization’s account after notification to you. Following notice to you, if you choose not to change the email address associated with your account, your account will be controlled by the entity.



1 Definitions

- 1.1 **"Acceptable Use Policy"** means the policy available here: <https://www.netlify.com/legal/acceptable-use-policy>.
- 1.2 **"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% or more of the voting equity securities or other equivalent voting interests of the entity.
- 1.3 **"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 Receiving Party without reference to the Disclosing Party's Confidential Information.
- 1.4 **"Customer Content"** means the content provided to Netlify by Customer in using the Netlify Services, as well as any data transmitted and processed through Customer's account on the Netlify Services.
- 1.5 **"Netlify Service Guides"** means the application programming interfaces, software development kits, standards and relevant procedures and policies available in Netlify's website.
- 1.6 **"Service Data"** means any data derived by or on behalf of Netlify based on the use of the Netlify Services under Customer's account.
- 1.7 **"SLA"** means Netlify's service level agreement.
- 1.8 **"Subscription Term"** means the period during which Customer has agreed to subscribe to Netlify Services.
- 1.9 **"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 Age Restriction. The Netlify Services may only be used or accessed by persons at least 13 years of age and through an electronic device under the direct control of Customer at all times. Should Netlify learn that a user is under the age of 13, Netlify will immediately terminate the access to the Services. If you are a resident of a country outside the United States, your country's minimum age may be older; in such a case, you are responsible for complying with your country's laws.
- 2.2 Services. Subject to Customer's compliance with the terms and conditions of this Agreement (including, without limitation, all payment obligations), Netlify hereby grants Customer the right to access and use the Netlify Services during the Subscription Term solely for Customer's internal business purposes, and 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. Each Order will be deemed governed by this Agreement automatically.
- 2.3 Netlify Service Guides. Customer will integrate with and use the Netlify Services in accordance with the Netlify Service Guides, as updated by Netlify from time to time. 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 Netlify Services performance issues relating to such failure.

- 2.4 Restrictions and Acceptable Use. Except as otherwise agreed by Netlify in a separate written agreement, Customer will not: (a) resell or license the Netlify Services to third parties; (b) interfere with the integrity or performance of the Netlify Services; (c) use the Netlify 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; (d) use the Netlify Services to store code, files, scripts, agents or programs intended to harm, including but not limited to viruses, worms, malware, Trojan horses. Customer will respond immediately to any reasonable request by Netlify in the event of any actual or anticipated breach of the above. Customer will be solely responsible for all use of the Netlify Services under its account and will promptly notify Netlify if Customer becomes aware of any unauthorized use or other compromise of Customer's account. Customer is responsible for its users' compliance with the Acceptable Use Policy. Netlify may reasonably update the Acceptable Use Policy on at least thirty days' notice to Customer.
- 2.5 Users' Login. Customer shall be responsible for maintaining the confidentiality of all its usernames and passwords created by or assigned to Customer's account ("**Credentials**") and is solely responsible for all activities that occur under such Credentials. If access to and use of a Netlify Services is restricted to a fixed number of individual users, each user's Credentials cannot be shared and used by more than 1 (one) individual. Credentials may be reassigned to new individuals replacing former individuals who no longer require ongoing use of the Netlify Services. Customer is responsible for its users' compliance with this Section and Netlify reserves the right to charge Customer for any overuse in violation thereof. Netlify reserves the right to terminate any Credentials that Netlify reasonably determines may have been used by an unauthorized party and will provide immediate notice of such termination to Customer and promptly replace such Credentials upon request. Upon termination or expiration of the Agreement, all Credentials will be deactivated.
- 2.6 Compliance with laws and policies. Customer is responsible for compliance with the provisions of this Agreement, for any and all activities that occur in connection with its activities hereunder and with its use of the Netlify Services, which Netlify may verify from time to time. Customer will not, and will not permit any other party to, use the Netlify Services to harvest, collect, gather or assemble information or data regarding any third party without a lawful basis for such processing. Customer is solely responsible for obtaining any consents or registrations required in connection with Customer's activities under this Agreement. Without limiting the foregoing, Customer will ensure that its use of the Netlify Services is compliant with all applicable laws and regulations as well as published policies then in effect.
- 2.7 Managed DNS. Netlify Managed DNS or Netlify functions are strictly for use with sites deployed to Netlify. It is expressly allowed to have DNS *records* within Customer's zone pointing to non-Netlify resources, but we expect that all zones Customer hosts with Netlify also have at least one hostname hosted by Netlify, and all functions hosted by Netlify are called primarily by a website hosted on our Netlify Services. In some cases, this paragraph may not apply to a Customer who has entered into a separate Enterprise Master Subscription Agreement with Netlify.

3 Beta Services

- 3.1 Services in Beta. From time to time, Netlify may make beta 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 a 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. 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 obligation or liability with respect to Customer Content. 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.

4 Confidentiality

- 4.1 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. Receiving Party will use reasonable care to protect Disclosing Party's Confidential Information and to prevent unauthorized disclosure of Confidential Information. Confidential Information is and will remain the exclusive property of the Disclosing Party. 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.
- 4.2 Mandated Disclosures. The foregoing disclosures will not restrict a Party from disclosing Confidential Information of the other Party pursuant to the order or requirement of a court, administrative agency, or other governmental agency; the Party required to make such disclosure provides reasonable notice of such requirement to the other Party to allow the other Party to contest such order or requirement, , unless such Party is prevented from doing so by force of law. In such cases, Receiving Party will provide full cooperation and assistance to Disclosing Party in seeking to obtain such protection, at Disclosing Party's expense.

5 Fees and Payment

- 5.1 Paid Plan and Free Usage Tier. Customer shall pay the fees applicable to the plan that Customer selected at the time of initial sign-up ("**Paid Plan**"). Customer may opt to upgrade or downgrade to any other Paid Plan that Netlify is currently offering at any time during the Subscription Term; provided that a downgrade will be not be effective until the renewal of Subscription Term. If a Customer's use exceeds the Netlify Services capacity applicable to the Customer's selected Paid Plan, Customer will incur and agrees to pay additional fees that reflect actual usage, as such fees are described in the terms of the selected Paid Plan. For Customers that are under a plan free of charge ("**Free Usage Tier**"), if use exceeds the Netlify Services capacity applicable to the Free Usage Tier, Customer will incur and agrees to pay additional fees that reflect actual usage, as such fees are described in the terms of the Free Usage Tier description.
- 5.2 Fees and Payment. All fees are non-cancellable and non-refundable, including in case of Customer's termination of the subscription term. Customer pays in advance total fees for the Subscription Term, and in advance at renewal for any renewal term. No refunds will be provided for the unused portion of the subscription term or renewal term in case of termination. Following any termination, however, Customer will continue to have access to the Netlify Services through the end of Customer's then-current subscription term.
- 5.3 Changes in Fees. Netlify reserves the right to change the fees or to institute new charges or to otherwise change the terms and conditions applicable to the Paid Plans; provided,



however, that any such changes will apply *only*: (a) to new Netlify Services procured after the changes; and (b) to continuing Netlify Services for any renewal term(s) starting after notice of such changes was provided or such earlier time as Customer affirmatively accepts the modified terms.

- 5.4 **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.
- 5.5 **Late Payment.** Netlify will notify Customer in the event Customer fails to pay any invoice in accordance with the terms of this Agreement. If Fees are not paid within 15 (fifteen) days of the late notice, then, until such amounts are paid in full, Netlify will be entitled to: (a) charge interest on any unpaid amount due at the rate of 1% per month, or at the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid; and (b) suspend the Netlify Services. In the event Netlify is required to pursue legal action or collection of any fees payable hereunder, Customer will pay the costs and fees associated with such action or collection.

6 Free Usage Tier

- 6.1 **Free Access to Netlify Services.** Netlify's Free Usage Tier is made available by Netlify to allow users to experience Netlify Services, but the Free Usage Tier is offered at Netlify's sole discretion. Netlify reserves the right to change the terms and conditions applicable to the Free Usage Tier, or to discontinue it. While we always make an effort to communicate clearly and well in advance if we decide a particular website project is not a good fit for our Free Usage Tier, we reserve the right to disable or remove any website project on Netlify's Free Usage Tier without notice at our sole discretion. Free Usage Tier website projects will reside in a common build environment shared by all Free Usage Tier users with no service level commitments. Netlify may shut down Free Usage Tier website projects without notice for any reason or no reason. In case of any delays or performance problems including those caused by a malicious attack on a website project, for the Free Usage Tier Netlify will resolve the issue by shutting down the affected website projects.

7 Intellectual Property Rights and Customer Content

- 7.1 **Rights over Netlify Services.** Netlify shall own and retain all right, title and interest in and to the Netlify 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 Netlify Services or intellectual property rights by implication, estoppel or otherwise.
- 7.2 **Customer Content.** As between the parties, Customer owns all intellectual property rights on the Customer Content. Netlify will process the Customer Content only as described in this Agreement and in the Data Processing Agreement, and will maintain appropriate administrative, technical and physical security measures to protect Customer Content against unauthorized access, disclosure and loss, as further described here: <https://www.netlify.com/security/>. Customer is solely responsible for creating backup copies of any Customer Content at its sole expense. Notwithstanding any provision in this Agreement to the contrary, Customer agrees that Netlify may use Service Data, including by sharing it with authorized third parties, in connection with the development, maintenance, improvement and provision of any of Netlify Services.
- 7.3 **Feedback.** Netlify shall have a fully paid-up, worldwide, perpetual, irrevocable, royalty-free license to implement, use, modify, commercially exploit, incorporate into the Netlify Services



or otherwise use any suggestions, enhancement requests, recommendations or other feedback regarding the Netlify Services provided by Customer, its users, or third-parties acting on Customer's behalf.

- 7.4 Data Privacy. All personal identifiable information provided by you in connection with the Services shall be subject to the Netlify Privacy Policy available at <https://www.netlify.com/privacy/>. If applicable, Customer's use of the Services may also be subject to the Data Protection Agreement found at <https://www.netlify.com/v3/static/pdf/netlify-dpa.pdf> that shall be incorporated by reference herein into this Agreement.

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 an applicable Subscription Term: (a) this Agreement and the Netlify documentation 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 Netlify Services will perform materially in accordance with the Netlify Service Guides and Netlify documentation.
- 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 WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE OR INABILITY TO USE THE SERVICE (IN WHOLE OR IN PART). NETLIFY CANNOT AND DOES NOT WARRANT THAT ERRORS CAN OR WILL BE CORRECTED, OR THAT OPERATION OF THE NETLIFY SERVICE WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE. CUSTOMER ACKNOWLEDGES THAT THE INTERNET AND TELECOMMUNICATIONS PROVIDER'S NETWORKS ARE INHERENTLY INSECURE AND THAT 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. Netlify will defend, indemnify and hold Customer, its officers, directors, employees and consultants harmless against any third party claim, suit or proceeding alleging that the Netlify Services infringe any copyright, trade secret, trade or service mark or United States patent (each, an "IP Claim"). If use of the Netlify 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 Netlify Services as set forth hereunder; (ii) replace or modify the Netlify Services to make it non-infringing; or (iii) if options (i) or (ii) are not commercially reasonable or practicable as determined by Netlify, terminate the Netlify Services and repay Customer, on a pro-rata basis, any pre-paid Fees to Netlify for the corresponding unused portion of Netlify Services. THIS SUBSECTION SETS FORTH NETLIFY'S SOLE AND EXCLUSIVE OBLIGATIONS AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES WITH RESPECT TO CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.



- 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) arising from or that are based upon: (a) an allegation that Customer Content infringes any copyright, trade secret, trade or service mark or United States patent; (b) acts or omissions that would constitute a breach by Customer of Section 2.4 (Restrictions and Acceptable Use) or Section 2.6 (Compliance with laws and policies).
- 9.3 Conditions. As a condition of the obligations set forth in this Section, 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.
- 9.4 Exclusion of Indemnification. Netlify will have no liability or obligation under Section 9.1 with respect to any IP Claim if such claim is caused in whole or in part by: (a) compliance with designs, data, instructions or specifications provided by Customer; (b) modification of the Netlify Services by anyone other than Netlify and its employees; or (c) the combination, operation or use of the Netlify Services with other hardware or software where the Netlify Services would not by itself be infringing.

10 Limitation of Liability

- 10.1 TO THE EXTENT LEGALLY PERMITTED UNDER THE 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, AND/OR WASTED EXPENDITURES, RESULTING FROM OR IN CONNECTION WITH THE AGREEMENT OR CUSTOMER'S USE, OR INABILITY TO USE, THE NETLIFY 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 ANY AMOUNTS PAYABLE TO A THIRD PARTY UNDER SECTION 9 (INDEMNIFICATION).
- 10.2 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 MONTHS PRECEDING THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY; OR (B) \$100 (ONE-HUNDRED US DOLLARS). THE LIMITATION OF LIABILITY PROVIDED FOR HEREIN WILL APPLY IN AGGREGATE TO ANY AND ALL CLAIMS BY CUSTOMER AND ITS AFFILIATES AND SHALL NOT BE CUMULATIVE. THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THE AGREEMENT WILL NOT INCREASE NETLIFY'S LIABILITY. THE FOREGOING LIMITATION WILL NOT APPLY TO ANY AMOUNTS PAYABLE TO A THIRD PARTY UNDER SECTION 9 (INDEMNIFICATION).
- 10.3 THE PARTIES ACKNOWLEDGE THAT THE PRICES HAVE BEEN SET AND THE 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. Please refer to the Subscription Term stated in your account admin panel. Your Subscription Term will automatically renew for successive periods of the same duration, unless terminated as permitted below.
- 11.2 Termination. For Free Usage Tier Customers, the Netlify Services may be terminated by either Netlify or Customer, without cause, immediately upon notice. For Paid Plan Customers, Customer may terminate the Netlify Services at any time via Customer's admin panel or via notice sent to Netlify's support addresses. As discussed below, fees paid for the subscription term are not refundable in case of early termination. Please note that any termination via the Customer's admin panel must be done at least 1 (one) day prior to the end of the then-current Subscription Term to avoid charges for the renewal term, and any termination not completed via the Customer's admin panel must be done by written notice at least 10 (ten) days prior to the end of the then-current Subscription Term to avoid charges for the renewal 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 30 (thirty) 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.
- 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 Netlify Services, Netlify may temporarily suspend access to the Netlify Services. This right includes removal or disablement of Customer Content or other content in accordance with Netlify's DMCA Takedown Policy, available here: <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 2.4 (Restrictions and Acceptable Use); Section 2.6 (Compliance with laws and policies), Section 4 (Confidentiality), Section 5 (Fees and Payment), Section 8 (Warranties and Disclaimers), Section 9 (Indemnification), Section 10 (Limitation of Liability) and Section 17 (General).

12 Export and Anti-Bribery Compliance

- 12.1 Export Compliance. The Netlify Services and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Netlify and Customer each represents that it is not on any U.S. government denied-party list. Customer will not permit any user to access or use any Netlify Services in a U.S.-embargoed country or region or in violation of any U.S. export law or regulation.
- 12.2 Ethical Conduct, Anti-Corruption. Neither Party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of its employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

13 Open Source and Third-Party Software



13.1 Use of Open Source. Some software available through the Netlify 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.

13.2 Third-Party Software. The Netlify Services may contain features designed to interoperate with Third-Party Software. Your use of a Third-Party Software is subject to a separate agreement between you and the relevant third party. 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. Subject to Customer's trademark usage guidelines, Customer grants Netlify a non-exclusive, worldwide, royalty free right to include Customer's name and logo in any customer listing appearing on or in any Netlify website, brochure, presentation, annual report and any 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 cease from 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 Netlify Services, Customer consents to receiving certain electronic communications from Netlify including via the Netlify 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 44 Montgomery Street, Suite 300, San Francisco, CA 94104, Attn: Legal dept; and (b) electronic mail to legal@netlify.com. 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. Any notices sent by Netlify to Customer relating to this Agreement may be sent in writing (a) to the Customer's address set forth in the preamble to this Agreement or such other address previously provided by written notice; or (b) via electronic email to the primary email address in the applicable Netlify account. If you are a California resident, you may have this Agreement mailed to you electronically by sending a letter to the foregoing address with your electronic mail address and a request for this Agreement

16 Dispute Resolution

16.1 Governing Law and Venue. This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of California, without regard to conflicts of laws principles. Any disputes under this Agreement shall be resolved in a court of general jurisdiction in San Francisco County, California. You hereby expressly agree to submit to the exclusive personal jurisdiction of this jurisdiction for the purpose of resolving any dispute relating to this Agreement. 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 shall 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 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, but not limited to, 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, or any other event beyond the control of such party, 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 and/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 will have, and will not represent to any 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. Each waiver will only be effective if in writing and signed by both parties.
- 17.8 Contract Revisions. Netlify may make modifications to this Agreement by providing 30 (thirty) days prior notice. Such notice shall be either: (a) written; (b) email to the address associated with Customer account; or (c) via the Netlify Services. The modifications to this Agreement will be considered agreed to by the Customer and shall apply 30 (thirty) days after Netlify sends the notice.