



Contentful Early Access Program Agreement

1. Background

This Contentful Early Access Program Agreement (“Agreement”) is made between you and Contentful to give you access to the Contentful Early Access Program (“CEAP”).

“You”, “yours” refers to the person indicating their acceptance of this Agreement or, if the person is accepting this Agreement on behalf of a legal entity, such legal entity.

“Contentful” refers to the Contentful entity with which you have an agreement (either “Terms of Service” or “ToS”, or a “Master Subscription and Services Agreement” or “MSSA”, both of which are collectively referred to herein as a “Subscription Services Agreement”) for the Contentful Services as defined below.

“Contentful Services” refers to the cloud-based content management and publication platform as a service offering, including related programs, functions and services provided by Contentful to its customers (including, as applicable, Contentful APIs, documentation and technical support made available to you by Contentful in connection with such services) and any subsequent updates or upgrades of the foregoing.

By accepting this Agreement or by using any of the CEAP Features (as defined below), you represent and warrant that

1. you have read, understood, and that you agree to be bound by this Agreement,
2. you have the authority to bind the entity on behalf of which you accept this Agreement (such as your employer) to this Agreement,
3. you have a valid Subscription Services Agreement in place and an account for Contentful Services in good standing, and
4. you understand and agree that the CEAP Features are not Contentful Services subject to the Subscription Services Agreement .

If you do not have such authority referred to in 2 above, or if you do not agree to these terms and conditions, you must not accept this Agreement.

You will be invited on a voluntary basis to test CEAP Features. You are not required to use any CEAP Features but if you choose to do so your use of any CEAP Features is subject to this Agreement.

2. Purpose And Scope Of This Agreement

Contentful invites you to test and provide feedback relating to CEAP Features. The “CEAP Features” are any one or more of software applications, application programming interfaces, services, apps, user

interface extensions, features or functionalities not yet generally available in connection with Contentful Services.

The CEAP Features include such CEAP Features which are identified with “alpha”, “beta”, “Early Access Program”, “pilot”, “test”, “trial” or with any similar indication. Contentful will separately identify the CEAP Features in an invitation sent to you for example via an invitation form to which this Agreement is attached or linked.

Contentful makes available CEAP Features at its sole and absolute discretion and may also withdraw CEAP Features at any time and for any or no reason. Contentful may also change or deprecate CEAP Features at any time with or without notice.

Subject to agreement between you and Contentful, Contentful may charge for use of CEAP Features.

3. Rights and Licenses

3.1 Grant of License. Subject to your compliance with this Agreement and the Contentful Acceptable Use Policy (available at <https://www.contentful.com/legal/us/aup/> (the “AUP”), Contentful grants to you a limited, nonexclusive, non-transferable, revocable, right to use the CEAP Features in connection with Contentful Services you have subscribed to under a Subscription Services Agreement . This right includes those entities, such as your affiliates, that have the right to use Contentful Services under the Subscription Services Agreement. The rights granted are non-sublicensable regardless of whether you have a right to sublicense Contentful Services under the Subscription Services Agreement.

3.2 Restrictions. The rights granted herein are subject to the following restrictions (the “License Restrictions”):

(a) You will not reverse engineer, decompile, disassemble, modify, create derivative works of or otherwise create, attempt to create or derive, or permit or assist any third party to create or derive, the source code underlying the CEAP Features;

(b) you will not transfer, distribute, resell, lease, license, or assign CEAP Features or otherwise offer the CEAP Features on a standalone basis, and, without limiting the foregoing, if you are an agency, you will only use the CEAP Features on behalf of your clients of which you are an agency of record and which have authorized you to use the CEAP Features on behalf of such clients within the scope of your other bona fide agency responsibilities for such clients;

(c) You will not (nor will it permit any third party to) use CEAP Features in any manner that violates the AUP (or any other term of this Agreement);

(d) You will not otherwise use the CEAP Features outside the scope expressly permitted hereunder;

(e) You will ensure that you and your users do not use temporary email addresses or share user accounts among multiple individuals, and you will permit Contentful to terminate the accounts of any users that violate this Agreement or the AUP.

3.3 Ownership. Subject to limited rights expressly granted herein, all rights, title and interest in and to the CEAP Features belong exclusively to Contentful.

3.4 Account Access. Subject to your permission Contentful may access your account in Contentful Services to monitor or measure use of CEAP Features and to provide services or support to maintain the CEAP Features.

3.5 Feedback. As reasonably requested by Contentful, you will provide suggestions, recommendations and other feedback related to CEAP Features ("Feedback"). Contentful has full, unencumbered, irrevocable and perpetual right, title and license, without any obligation to compensate or reimburse you, to use, incorporate and otherwise fully exercise and exploit any Feedback, now or in the future.

3.6 Aggregated Information. Contentful may aggregate, collect and analyze information relating to the provision, use and performance of CEAP Features and may use (during and after the term hereof) such information to develop and improve Contentful Services, CEAP Features and other Contentful offerings, including disclosure of such information to third parties in an aggregated and anonymized format such that neither you nor any individual or household can be identified or re-identified.

4. Confidentiality

You acknowledge and agree that CEAP Features may contain Contentful's confidential, proprietary and/or trade secret information ("Confidential Information"). Such Confidential Information includes any know how, trade secrets, computer programs, source code, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information, business plans or reports that Contentful may have made available to you or that you have learned through access to and use of CEAP Features. You may only use Confidential Information for the purpose of this Agreement.

You agree that you will use the Confidential Information solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without express prior written consent of Contentful, except as otherwise permitted hereunder. However, you may disclose Confidential Information to your employees, officers, directors, attorneys, auditors, financial advisors and other representatives who have a need to know and are legally bound to keep such information confidential by confidentiality obligations consistent with those of this Agreement; and as required by law (in which case you will provide Contentful with prior written notification thereof, will provide Contentful with the opportunity to contest such disclosure, and will use reasonable efforts to minimize such disclosure to the extent permitted by applicable law. You agree to

exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of actual or threatened breach of the provisions of this Section or the License Restrictions, Contentful will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. You will promptly notify Contentful in writing if you become aware of any violations of the confidentiality obligations set forth in this Agreement. Confidential Information does not include information which (a) is or becomes generally available to the public other than as a result of any act or omission by you or any recipient; (b) is rightfully received by you or a recipient from a third party not subject to obligation of confidentiality with respect to such information; or (c) is independently developed by you or a recipient without reference to any Confidential Information.

At the earliest of either termination of this Agreement or Contentful's request, you will return to Contentful or destroy all Confidential Information in your possession. You will ensure that recipients comply with the same.

5. Disclaimer of Warranties

Contentful does not represent, warrant or guarantee that CEAP Features are or will remain available, updated, complete, correct or secure, or that access to or use of CEAP Features will be uninterrupted or error-free. CEAP Features are pre-release, expected to contain defects and are not expected to operate at the level of final, generally available offerings. CEAP Features may be substantially modified prior to general availability or withdrawn at any time.

YOU EXPRESSLY AGREE THAT THE USE OF CEAP FEATURES IS AT YOUR SOLE RISK. CEAP FEATURES ARE PROVIDED BY CONTENTFUL ON AN "AS IS" AND "AS AVAILABLE", "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW, CONTENTFUL, AND ITS AFFILIATES DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. CONTENTFUL, AND ITS AFFILIATES DO NOT WARRANT THAT CEAP FEATURES WILL BE UNINTERRUPTED, ACCURATE, USEFUL, OR FREE OF ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS AND DO NOT WARRANT THAT ANY OF THE FOREGOING, IF ENCOUNTERED, WILL BE CORRECTED.

CERTAIN JURISDICTIONS DO NOT ALLOW EXCLUSIONS OR LIMITATIONS ON IMPLIED WARRANTIES. IF YOU RESIDE IN SUCH A JURISDICTION, SOME OR ALL OF THE ABOVE DISCLAIMERS AND LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. EXCLUSIONS OR LIMITATIONS OF WARRANTIES CONTAINED IN THESE TERMS APPLY TO YOU TO THE FULLEST EXTENT SUCH LIMITATIONS OR EXCLUSIONS ARE NOT PROHIBITED IN THE APPLICABLE JURISDICTION.

6. Indemnification

To the maximum extent not prohibited by applicable law, you will defend Contentful and its affiliates, employees, directors, shareholders and agents and those of its affiliates (each an “Indemnified Party”), against any claim, demand, suit or proceeding made or brought against any Indemnified Party by a third party arising out of or relating to (a) your use of, or activities in connection with, CEAP Features, (b) any violation of this Agreement or (c) alleged violation of any third-party rights, including intellectual property rights, right of privacy or publicity (each of this subsection (a) through (c), a “Claim”). You will indemnify such Indemnified Party from and pay any damages awarded against such Indemnified Party, such Indemnified Party’s reasonable attorney fees and costs related to a Claim, or for any amounts paid by such Indemnified Party in a settlement of a Claim approved by you in writing (such approval not to be unreasonably withheld, delayed or conditioned). You will also be liable to Contentful for any costs and attorneys’ fees Contentful incurs to successfully establish or enforce Contentful’s right to indemnification under this Section. The Indemnified Party shall provide you with (i) a prompt notice of the Claim, (ii) sole control of the defense and settlement of the Claim (except that you may not settle any Claim unless it unconditionally releases the applicable Indemnified Party of all liability), and (iii) reasonable assistance, at your expense.

7. Limitations and Exclusions of Liability

TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW

1. CONTENTFUL’S (TOGETHER WITH ALL INDEMNIFIED PARTIES) MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, SHALL NOT EXCEED THE HIGHER OF ONE HUNDRED U.S. DOLLARS (\$100) OR THE FEES PAID BY YOU, IF ANY, FOR USE OF CEAP FEATURES IN THE 12-MONTH PERIOD PRECEDING THE INCIDENT GIVING RISE TO LIABILITY,
2. CONTENTFUL (TOGETHER WITH ALL INDEMNIFIED PARTIES) HAS NO LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, CONTENT, DATA OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, AND
3. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISSATISFACTION WITH ANY CEAP FEATURES IS TO STOP USING THE APPLICABLE CEAP FEATURES.

THE FOREGOING LIMITATIONS AND EXCLUSIONS OF LIABILITY APPLY WHETHER THE LIABILITY IS IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, AND REGARDLESS OF WHETHER CONTENTFUL OR INDEMNIFIED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR WHETHER ANY REMEDY OTHERWISE FAILS ITS ESSENTIAL PURPOSE.

To the extent a disclaimer, limitation or exclusion of liabilities is not enforceable by mandatory applicable law, Contentful’s liability is limited and excluded to the greatest extent allowed by such applicable law.

THE FOREGOING PROVISIONS ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THE LIMITATIONS SET FORTH HEREIN IN DETERMINING WHETHER TO ENTER INTO THIS AGREEMENT.

8. Termination

Either party may terminate this Agreement upon written notice to the other party at any time. If not terminated or revoked earlier, the rights and licenses granted herein terminate upon termination of this Agreement. The foregoing does not affect Contentful's rights to Feedback. Sections 4, 5, 6, 7, 9, 10 and all obligations thereunder, shall survive any termination of this Agreement.

9. Personal Data

Personal data provided in an invitation form or in connection with access to, use and test of, and feedback on CEAP Features will be processed by Contentful in accordance with Contentful's [Privacy Policy](#) available via contentful.com/legal for purposes of providing access to and use and test of CEAP Features and obtaining feedback on such CEAP Features. The legal basis for the processing are Articles 6.1 (b) and (f) of European Union General Data Protection Regulation, i.e., this Agreement and Contentful's legitimate interests to obtain feedback for product development purposes. CEAP Features (such as app and user interface extensions) may integrate with third-party services. You acknowledge and hereby consent to the sharing of personal data and possibly your Contentful Services account data and your content in Contentful Services with such third-party service providers. You will ensure that you have all necessary consents and permissions to do so and that you have familiarized yourself with the applicable third-party services, including their terms and privacy practices. You will ensure that you have the right to enable integration to such third-party services

10. Miscellaneous

10.1 This Agreement.

- o terminates and supersedes all prior or contemporaneous agreements on the subject matter hereof,
- o is governed by the laws and subject to the jurisdiction set out in the Subscription Services Agreement, and
- o may be assigned in accordance with, and only together with, the Subscription Services Agreement.

10.2 Waiver. Failure by Contentful to enforce any provision or right under this Agreement is not a waiver of such provision or right.

10.3 Notice. Notices under this Agreement must be given in accordance with the Subscription Services Agreement. Notwithstanding the foregoing, Contentful may give notices to you using the contact details you provided in the CEAP invitation form.

10.4 Severability. If a court of competent jurisdiction determines that any provision of this Agreement is invalid, illegal, or otherwise unenforceable, such provision will be enforced as nearly as

possible in accordance with the stated intention of the parties, while the remainder of the Agreement will remain in full force and effect and bind the parties according to its terms.

10.5 Amendment. Contentful may amend or modify this Agreement from time to time, in which case the new Agreement will supersede prior versions. Contentful will notify you via e-mail or an in-app notification not less than 30 days prior to the effective date of any such amendment or modification and will inform you about the intended amendments or modifications. If you do not object to the amendment or modification within 30 days from the sending of such notice, such non-objection may be relied upon by Contentful as your consent to such amendment. Contentful will inform you about its right to object and the consequences of non-objection in such notice. If you object to such amendment, you must do so in writing by written notice to Contentful delivered within such 30-day notice period, in which case Contentful may elect by written notice (which may be sent by email) to either (a) consider the amendment request rejected and have this Agreement continue without such amendment or (b) terminate this Agreement immediately. Subject to the foregoing, no amendment or modification to this Agreement will be effective unless assented to in writing by both parties.

10.6 Relationship of the Parties. Nothing contained herein will in any way constitute any association, partnership, agency, employment or joint venture between the parties hereto, or be construed to evidence the intention of the parties to establish any such relationship. Neither party will have the authority to obligate or bind the other in any manner, and nothing herein contained will give rise or is intended to give rise to any rights of any kind to any third parties.

10.7 Force Majeure. Neither party will be deemed in breach hereunder for any cessation, interruption or delay in the performance of its obligations due to causes beyond its reasonable control ("*Force Majeure Event*"), including earthquake, flood, or other natural disaster, act of God, labor controversy, civil disturbance, terrorism, war (whether or not officially declared), cyber attacks (e.g., denial of service attacks), or the inability to obtain sufficient supplies, transportation, or other essential commodity or service required in the conduct of its business, or any change in or the adoption of any law, regulation, judgment or decree.