

Professional Services Agreement

BY ENTERING INTO A PROVISIONING DOCUMENT THAT INCORPORATES BY REFERENCE THIS PROFESSIONAL SERVICES AGREEMENT, THE ENTITY IDENTIFIED AS CUSTOMER IN THE APPLICABLE PROVISIONING DOCUMENT (“**CUSTOMER**”) AGREES TO THESE TERMS AND CONDITIONS WITH CONTENTFUL GMBH (“**CONTENTFUL**”). YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND CUSTOMER TO THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THE PROVISIONING DOCUMENT REFERENCING THIS AGREEMENT.

Contentful and Customer hereby agree as follows:

1. Scope; Affiliates

1.1 Scope. This Professional Services Agreement applies to the Contentful consulting services (“**Professional Services**”) identified in one or more Service orders or statements of work, including any exhibits thereto (“**Provisioning Document**”). This Professional Services Agreement and all Provisioning Documents hereunder are collectively referred to as the “**Agreement**.” The Professional Services provided under the Agreement are in support of Customer’s use of Contentful’s cloud-based content management and publication platform as a service offering provided under a separate agreement (the “**Subscription Agreement**”). The Subscription Agreement shall govern all use by Customer of such subscription services. Customer agrees that its purchase of Professional Services under the Agreement is not contingent on the delivery of any future functionality or features in the subscription services.

1.2 Affiliates. Any Affiliate of Customer or Contentful may enter into a Provisioning Document and Customer’s or Contentful’s rights, duties, liabilities and obligations under this Agreement, as the case may be, will apply and inure to such Affiliate signatory (or contractor thereto, as permitted below) and any references to Customer or Contentful, respectively, in this Agreement or in any such Affiliate-executed Provisioning Document shall be deemed to be references to any such contracting Affiliates only; no other non-signatory Affiliate of either party will have any rights, duties, liabilities or obligations under any such Provisioning Document. The term “**Affiliates**” means an entity that directly or indirectly controls, is controlled by, or is under common control with another entity where control means the direct or indirect ownership of 50% or more of the voting power or equity in an entity or de facto control by an entity of another entity’s decision making.

2. Fees; Taxes, Expenses

2.1 Fees. Except for fees subject to a good faith dispute, Customer will pay to Contentful the fees set forth in the applicable Provisioning Document. Professional Services will be provided on a fixed fee or time and materials basis as set forth in the applicable Provisioning Document. Except as expressly set forth herein or in any Provisioning Document (a) fees are quoted and are due and payable in Euros, net of taxes, and will be invoiced on the project start date of the applicable Provisioning Document; (b) fees paid are non-refundable; and (c) payment obligations are non-cancelable.

2.2 Net of Taxes. All fees are exclusive of any applicable use, sales, value added, excise and other similar taxes and government charges (collectively, “**Taxes**”). Taxes do not include any taxes on the net income of Contentful or any of its affiliates. Unless Customer qualifies for a jurisdictional value added/sales/use excise or similar tax exemption and provides Contentful with all necessary documentation Contentful may require (for example a valid certificate of Direct Pay Permit), and provided that Contentful separately states any such taxes on the applicable invoice Customer will not withhold any Taxes from any amounts due to Contentful, except to the extent required under mandatory local law. In the event Customer is obliged to withhold taxes, Customer will inform Contentful accordingly in writing as soon as the obligation to withhold taxes becomes known and will assist Contentful at no charge in obtaining any mitigations, exemptions and/or refunds as may be available under any applicable law, including any double taxation treaties. In particular, Customer will provide Contentful, at no charge and in a timely manner, with any and all information, document or confirmation required for Contentful to avail itself of any exemptions, mitigations or reductions of any such withholding tax under any applicable law, including any double taxation treaties.

2.3 Provisioning Document Expenses. Customer will be responsible for all reasonable travel expenses, hotel accommodations and any other reasonable out-of-pocket expenses incurred by Contentful in connection with the Professional Services provided that such expenses or estimates for such expenses are mutually agreed upon by the Parties (either in the applicable Provisioning Document or email to suffice). Such expenses will be charged at cost and evidenced by receipts, upon request, in accordance with the Contentful Business Expense Guidelines attached hereto as Attachment 1 and will be included on the relevant invoice for the Professional Services. Contentful shall invoice out-of-pocket expenses in arrears as incurred, either monthly or at such cadence as reasonable considering the amount of incurred expenses.

3. **Ownership**

3.1 Provision of Professional Services and License of Contentful Materials. Subject to the terms of this Agreement and the applicable Provisioning Document, Contentful will provide the Professional Services to Customer. All information, documents or other materials used in the performance of, shared with, or provided to Customer by Contentful in connection with the Professional Services shall be “**Contentful Materials**”. Subject to payment of the applicable fees in the Provisioning Document, Contentful hereby grants Customer a revocable, nonexclusive, non-transferable (except together with the subscription services under the Subscription Agreement, as applicable) license to use the Contentful Materials, solely for purposes of Customer’s internal business operations in connection with Customer’s use of services provided to Customer under this Agreement or the Subscription Agreement. Contentful retains all ownership rights to the Contentful Materials. Contentful Materials do not include Customer Materials.

3.2 Ownership and License of Customer Materials. Content managed by Customer in or in connection with the subscription services provided to Customer under the Subscription Agreement (“**Customer Content**”) is owned by Customer. Customer Content and any other non-Contentful materials provided by Customer to Contentful for use by Contentful in the course of performing Professional Services under a Provisioning Document (collectively “**Customer Materials**”) will be used by Contentful solely to perform the Professional Services under that Provisioning Document. Customer retains all ownership rights to the Customer Materials. Customer Materials do not include Contentful Materials.

4. **Agreement Term; Termination; Effect of Termination; Survival**

4.1 Term. The term of this Agreement begins on the effective date of the Provisioning Document where this Agreement is referenced and will remain in effect until terminated in accordance with its terms.

4.2 Termination. In the event of a material breach by either party, the non-breaching party will have the right to terminate the affected parts of the applicable Provisioning Document for cause if such breach has not been cured within thirty (30) days after written notice from the non-breaching party specifying the breach.

4.3 Effect of Termination. If either party terminates the specific parts of the applicable Provisioning Document, Customer is responsible for all outstanding fees and expenses incurred under such Provisioning Document for the Professional Services prior to the date of termination and all fees and expenses not related to the Professional Service. Any termination right under this Agreement has no impact on the Subscription Agreement.

4.4 Survival. The following sections of this Agreement will survive the termination of the Agreement: Section 2 (Fees; Taxes; Expenses), Section 3 (Ownership), 4 (Agreement Term; Termination; Effect of Termination; Survival), Section 5.4 (Warranty Disclaimer), Section 6 (Confidential Information), Section 7 (Indemnification), Section 8 (Limitation of Liability), and Section 9 (General Terms).

5. **Warranties; Warranty Remedies; Warranties Disclaimer**

5.1 Contentful. Contentful warrants the Professional Services will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards.

5.2 Warranty Exclusions. The foregoing warranties shall not apply to any non-conformance in Professional Services resulting in whole or in part from: (a) Customer's use of the Professional Services or Contentful Materials in a manner not conforming with the terms herein; or (b) Customer Materials.

5.3 Customer. Customer warrants that it has the necessary right, title, license, consent, permission, waivers, and releases to use and make available Customer Materials in connection with the Contentful Services.

5.4 WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH HEREIN AND TO THE EXTENT NOT PROHIBITED BY LAW, EACH PARTY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND GUARANTEES, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

5.5 Warranty Remedies. Customer will notify Contentful of any Professional Services warranty non-conformance under Section 5.1 without undue delay and in any case no later than within 30 days of the performance of the relevant Professional Services. Provided that Customer notifies Contentful within such time and provides reasonable evidence of the non-conformance, Contentful will correct the non-conformance at no additional charge. If Contentful cannot re-perform or correct such non-conforming Professional Services as warranted within a reasonable time, Customer will be entitled to a reduction in fees proportionate to the non-conformity (and claim a refund of any prepayment exceeding the adjusted fees) or terminate the affected Provisioning Document immediately by written notice, and shall be entitled to receive a refund of any prepayment for unused Professional Service. The foregoing remedy is Customer's sole remedy in case of a breach of the limited warranty above.

6. **Confidential Information.** Each party will use the Confidential Information of the other solely in accordance with the provisions of this Agreement and will not disclose, or permit Confidential Information to be disclosed, directly or indirectly to any third party without the other's prior written consent, except as otherwise permitted herein. Either party may disclose Confidential Information to its 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 at least as stringent as those herein; or as required by law, in which case the party disclosing the other's information to any third party will (if permitted by law and to the extent practicable) (a) provide the other with (I) prior written notification thereof and (II) the opportunity to contest such disclosure; and (b) use reasonable efforts to minimize such disclosure. Each party will exercise due care in protecting Confidential Information from unauthorized use and disclosure and will promptly notify the other in writing if it becomes aware of any violations of confidentiality obligations set forth herein. "**Confidential Information**" means any information or data disclosed by either party marked or otherwise designated as confidential or proprietary or that should otherwise be reasonably understood to be confidential considering the nature of the information and the circumstances of disclosure. However, "Confidential Information" does not include any information which (a) is in the public domain through no fault of the receiving party; (b) was known to the receiving party, without restriction, prior to disclosure by the disclosing party; (c) was disclosed to the receiving party, without restriction, by another person with the legal authority to do so; or (d) is or was independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information.

7. **Indemnification**

7.1 Indemnification by Contentful.

(a) Contentful will indemnify and defend, Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party to the extent alleging that the Professional Services or Contentful Materials as provided by Contentful infringe or misappropriate a valid patent, copyright, trademark, or trade secret ("**Claim**") and will pay all damages and costs finally awarded against Customer as a result of such Claim.

(b) The foregoing obligations of Contentful are subject to (i) Customer providing written notice to Contentful of such Claim within thirty (30) days of becoming aware of such Claim and furnishing Contentful with a copy of each communication, notice or other document relating to such Claim (provided that Customer's failure to give such notice, or any delay in giving such notice, shall not relieve Contentful of its indemnification obligations under this Agreement except to the extent Contentful is actually prejudiced by any such failure or delay); (ii) Contentful having the

sole and exclusive authority to defend and/or settle any such Claim (provided that Contentful may not settle any Claim without Customer's prior written consent – which consent will not be unreasonably withheld, conditioned or delayed – unless the settlement unconditionally releases Customer of all related liability); and (iii) Customer reasonably cooperates with Contentful in connection therewith.

(c) If the use of the Professional Services or the Contentful Materials by Customer has become, or in Contentful's opinion is likely to become, the subject of any Claim, Contentful may at its option and expense (i) procure for Customer the right to continue using and receiving the Professional Services or the Contentful Materials as set forth hereunder; (ii) replace or modify the Professional Services or the Contentful Materials to make them non-infringing (with comparable functionality); or (iii) if the options in clauses (i) or (ii) are not reasonably and commercially practicable, terminate this Agreement and provide a pro rata refund of any prepaid fees.

(d) Contentful and its affiliates have no liability or obligation with respect to any Claim to the extent such Claim is caused by (i) compliance with designs, guidelines, plans or specifications provided by Customer; (ii) use of the Professional Services or the Contentful Materials by Customer not in accordance with the terms herein; (iii) Customer Content or Customer Materials; or (iv) the combination or use of the Professional Services or the Contentful Materials with other non-Contentful applications, portions of applications, products or services where the Professional Services or the Contentful Materials would not by themselves be infringing. Contentful shall not be obligated or responsible for any settlement entered into or damages arising from admissions by Customer without Contentful's prior written consent.

THIS SECTION STATES CONTENTFUL'S AND ITS AFFILIATES' SOLE AND EXCLUSIVE LIABILITY AND OBLIGATION, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR ANY CLAIM RELATED TO INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS.

7.2 Indemnification by Customer. Customer will indemnify and defend Contentful against any claim made or brought against Contentful by a third party to the extent alleging that the Customer Materials infringes or misappropriates a valid patent, copyright, trademark, or trade secret and will pay all damages and costs finally awarded against Contentful as a result of such claim. The procedures set forth in section 7.1 (b) apply with respect to the foregoing indemnification obligations of Customer.

8. **Limitation of Liability**

8.1 Contentful's Unlimited Liability. Should Contentful or its Affiliates or their statutory representatives, vicarious agents, directors or employees be obliged to pay compensatory damages or reimburse expenses, then they, in the aggregate, shall be subject to unlimited liability only for (a) loss or damage to the extent arising out of the infringement of life, limb or health based on intentional or negligent breach of their duties; and (b) for other loss or damage, to the extent such damage is based on the intentional or grossly negligent breach of their duties.

8.2 Contentful's Liability for Slight Negligence. For loss or damage based on a breach of duty involving slight negligence (*leicht fahrlässige Pflichtverletzung*) by Contentful or its or its Affiliates' or their statutory representatives, vicarious agents, directors or employees, they shall be liable in the aggregate for compensation of damage or expenses only in those cases where a material duty is breached that is of particular importance for achieving the purpose of the Agreement. Liability for breach of a material contractual duty involving slight negligence shall be limited to the typical, foreseeable losses and damages, as of the effective date.

8.3 Liability Cap on Slight Negligence. The parties agree that the liability described in Section 8.2 based on a breach of duty involving slight negligence will be limited to the amounts Customer paid to Contentful under the applicable Provisioning Document. Any other liability for slight negligence is excluded.

8.4 Liability for Fraud, Guarantee. The limitations of liability stipulated in paragraph 8.3 shall not apply to losses and damages based upon (a) a defect in quality or title fraudulently concealed by Contentful or its Affiliates; and (b) the violation of an explicit guarantee (*garantierte Beschaffenheit*) made by Contentful for the respective quality.

8.5 Product Liability. Any further liability of Contentful or its Affiliates for compensatory damages pursuant to the German Product Liability Act shall remain unaffected by the limitations of liability agreed herein.

9. General

9.1 Compliance with Laws. Each party agrees to abide by all laws, ordinances, and regulations (whether international, federal, state, local or provincial) to the extent applicable to its performance under this Agreement.

9.2 Export Compliance. Each party will comply with applicable export control and economic sanctions laws and regulations when providing or using the Contentful Services, Contentful Materials or Customer Materials. Without limiting the foregoing, (i) Customer warrants that neither it nor any party that wholly or partially owns Customer is listed on or acting on behalf of and will not act on behalf of any E.U. or U.S. government list of prohibited or restricted parties or organized, headquartered or located in (or a national of) a country that is subject to an E.U. or U.S. government embargo or that has been designated by the E.U. or the U.S. government as a “terrorist supporting” country (an “Embargoed Jurisdiction” currently Afghanistan, Cuba, Crimea, Iran, North Korea, Syria and Venezuela), (ii) Customer will not (and will not permit any third parties to) access or use the Contentful Services or Contentful Materials from an Embargoed Jurisdiction or in violation of any E.U. or U.S. export embargo, prohibition or restriction, and (iii) Customer will not submit to Contentful or in the Contentful Services any information that is controlled under the U.S. International Traffic in Arms Regulations.

9.3 Assignment; Delegation. Neither party may assign or otherwise transfer this Agreement, in whole or in part, without the other party’s prior written consent, except that either party may assign this Agreement without consent (i) to a successor to all or substantially all of its assets or business; or (ii) to an Affiliate of such party. In addition, Customer agrees that Contentful may perform its obligations through an Affiliate, provided that Contentful remains responsible for its obligations hereunder and liable for such Affiliate’s performance as if it were Contentful. Any attempted assignment, delegation or transfer by either party in violation hereof will be null and void. Subject to the foregoing, this Agreement will be binding on the parties and their respective successors and assigns.

9.4 Amendment; Waiver. Except as expressly stated herein, no amendment or modification to this Agreement, nor any waiver of any rights hereunder, will be effective unless executed in writing by a duly authorized representative of each party. Any such waiver will be only to the specific provision and under the specific circumstances for which it was given and will not apply with respect to any repeated or continued violation of the same provision or any other provision. Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of present or future enforcement of that or any other provision.

9.5 Unenforceability. 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.

9.6 Governing Law and Jurisdiction. This Agreement will be governed by the laws of the Federal Republic of Germany exclusive of its rules governing choice of law and conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods will not apply. All disputes arising out of this Agreement will be subject to the exclusive jurisdiction and venue of Berlin and the parties hereby submit to the personal jurisdiction of these courts.

9.7 Notices. Any legal notice required or permitted to be given hereunder will be given in writing by personal delivery, certified mail, return receipt requested, or by overnight delivery. Notices to Customer must be sent to the email or other address set forth in the applicable Provisioning Document. Notices to Contentful must be sent to the following address: Contentful GmbH, Max-Urich-Straße 3, 13355, Germany, Attn: Legal with a copy, which shall not constitute notice to legal@contentful.com, or such other address as Contentful specifies. Day to day operational and business messages may be sent by email.

9.8 Entire Agreement. This Agreement, including any attachments or linked terms incorporated by reference, comprises the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous proposals, statements, sales materials or presentations and agreements (oral and written). No oral or written information or advice given by Contentful, its agents or employees will create a representation, warranty, or guarantee or in any way increase the scope of the warranties in this Agreement. No terms or conditions stated in a Customer purchase order, vendor or partner onboarding process or web portal, or any other Customer order documentation (excluding Provisioning Documents) will be incorporated into or form any part of this Agreement, and all such terms or conditions will be null and void, notwithstanding any language to the contrary therein.

9.9 Signature/Counterparts. This Agreement may be executed in separate counterparts. A signature transmitted by electronic image such as a pdf shall be effective.

9.10 Order of Precedence. In the event of any discrepancy between the contractual documents, the order of precedence is the following, except that specific portions of a Provisioning Document may supersede specified portions of this Agreement if expressly noted in such Provisioning Document: (i) this Agreement; (ii) the Provisioning Document.

9.11 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 but not limited to earthquake, flood, or other natural disaster, "acts of God", pandemic or similar outbreak, 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.

9.12 Independent Parties. The Parties are independent contracting parties. Nothing in this Agreement will be construed to create a partnership, joint venture, personnel leasing or agency relationship between the Parties.

Attachment 1 – Contentful Business Expense Guidelines

(All business travel for Contentful employees must be booked per Contentful policies)

Air Travel

Commercially reasonable efforts must be made to plan air travel as far in advance as possible. Contentful employees are required to purchase economy or coach class airline tickets on all flights. The preferred type of ticketing for Contentful is non-refundable. These tickets are usually substantially cheaper than Refundable; however, the least expensive most reasonable option should be booked.

Ground Transportation and Automobiles

The most economical and practical mode of ground transportation should be used when traveling on Contentful business. Contentful employees are encouraged to use courtesy cars, airport shuttles, or public transportation when available, rather than taxis or rental cars. Private limousine or car service will not be reimbursed unless business justification for the expense is provided and pre-approved by the Contentful employee manager and applicable Customer.

Rental Vehicles

Rental Vehicle Class--Contentful's standard rental car class is midsize. However, Contentful employees are encouraged to choose the least expensive reasonable car available. Contentful employees are also encouraged to share rental cars when possible. If more than three Contentful employees will be traveling together, the next class up (standard) may be requested. This upgrade must be explained on the expense report.

Hotels/Lodging

Prudent judgment should be used when selecting a hotel or motel. A single room with a private bath in a moderately priced business class hotel or motel is Contentful's standard. For all lodging expenditures, hotel receipts must be submitted.

Hotel Charges

All charges (including tax) for lodging must be reported and supported by an itemized bill. When entering the hotel bill into the expense reimbursement system, internet access and other charges must be on separate lines from room charges and related taxes.

Meals and Entertainment

Care should be taken to keep meal and entertainment costs at a reasonable level. Meals or entertainment may be for customers, clients, company employees, and other business associates subject to Contentful's policies.

Supporting Documentation

All expense reports must be submitted with supporting documentation. Itemized receipts are required for reimbursement and must include the name of the customer, location of customer, date of expense, and dollar amount of charge. Finance or customers may request original receipts and/or credit card statements for auditing purposes, so all Contentful employees are required to maintain original receipts or high-quality scans.

Business Meals and Entertainment Expense Requirements:

- Date and location of vendor;
- Business purpose; and
- Name(s), title, company name, and business relationship to the Contentful employee of each attendee