

Legal Notice
(Terms and Conditions for Sitecore Training)

Please review the following terms and conditions (“Agreement”) which apply to any Sitecore professional training services, including Sitecore e-learning and instructor-led online training courses with virtual attendance (“VILT”) (collectively “Online Training Services”) as well as Sitecore classroom training courses (“Classroom Training Services”), and any Materials that you have accessed or purchased (collectively, the “Services”) on this website (the “Website”). Sitecore Corporation A/S, and any subsidiaries that directly or indirectly, control, are controlled by, or are under common control with Sitecore Corporation A/S (“Sitecore”), will provide the Services to you as set forth in this Agreement. “Materials” means any document, report, code, assessment, training material, video, simulation, product information, feature and/or software that is provided pursuant to this Agreement. This Agreement does not apply to subject matter outside of the rendering of Services by Sitecore (e.g., the use of this Website or processing of payments).

By using or accessing the Services (including downloading any Materials from the Website) you manifest your acceptance of the Agreement and you represent that you have the authority to bind your company, agency, or other entity (the “Customer”) to the Agreement, and that Customer shall be responsible for any breach of the terms of this Agreement by any participants in the Services. If you do not have such authority, or if Customer does not agree to the Agreement, neither you nor Customer may use the Services.

Sitecore may, at any time, and at its sole discretion, choose to change this Agreement by posting new terms on the Website. By using the Website for Services after any such change, you indicate your assent to such new terms. In the event that you refuse to accept such changes, you must cease use of the Services and notify Sitecore. Sitecore will terminate your access to the Services. For the sake of clarity, Sitecore will not refund any pre-paid amounts for Services not used as of the date of termination. Except as set forth above in this paragraph, no amendment or modification of this Agreement will be valid or binding upon the parties unless made in writing and signed by the duly authorized representatives of both parties.

This Agreement does not amend or supersede any terms of a separate agreement for the provision of Sitecore training you may have entered into with Sitecore (each, a “STA”); in the event of a conflict between any STA and this Agreement, the terms of the STA will control.

-TERMS FOR CLASSROOM TRAINING SERVICES AND VILT-

EXPIRATION DATE

The Classroom Training Services and VILT will be delivered in accordance with the relevant training date(s) specified on the Website. Sitecore is under no obligation to deliver any unused pre-paid Services after the relevant training date(s) specified and any outstanding fees or applicable expenses will remain payable.

CANCELLATION, TRANSFERS AND SUBSTITUTIONS FOR CLASSROOM TRAINING SERVICES AND VILT

Cancellation of seat(s) in a public course is required in writing no later than ten (10) business days prior to the commencement of the course. Seats cancelled before this timeframe will receive a credit to be used for seat(s) in future training courses. Seats cancelled later than this timeframe will not be refunded. Sitecore reserves the right to cancel courses. When courses are cancelled, Sitecore will provide Customer with a credit to be used for Sitecore training courses offered on other dates.

Transfer to an alternative course date will only be accepted if made in writing up to 10 working days before the course start date. Participants may transfer to the same course running within 3 months of the original course commencement date (if available). Transfer requests received less than 10 working days before commencement of a course will not be granted. Sitecore will only accept one transfer per training place. Transferred training places are non-refundable.

Substitution of one booked participant for another will only be accepted if made in writing. Suitably qualified substitute participants will be accepted up to 3 working days before a course start date, free of charge. If any Materials (joining instructions, etc) have already been sent to the Customer, it is the responsibility of the Customer to ensure that the replacement participant receives the Materials.

Non-attendance. If a participant does not attend a course, and Customer did not inform Sitecore within the cancellation period, the full course fee remains payable.

TRAINING VENUE

For Classroom Training Services conducted at a Sitecore training facility, Sitecore will provide a training room equipped with internet access, white board/flip chart, and a projector. Materials will also be provided by Sitecore. Each participant must bring their own laptop.

PREREQUISITES AND PREPARATION

Before the commencement of the Classroom Training Services or VILT, each participant will need to:

1. have the appropriate technical qualifications before attending the course(s). Updated information about these qualifications is specified in the course descriptions on our website at: www.sitecore.com/training.
2. complete any pre-training preparation detailed in the course description and set out in the pre-training requirements e-mail, which will be sent out to each participant upon signing up for the course. This may include pre-training computer setup and study preparation.

-TERMS FOR ONLINE TRAINING SERVICES-

- (a) Usage Rights

Subject to your acceptance and compliance with this Agreement, Sitecore grants you a non-exclusive, non-transferable, non-assignable, non-sublicensable right, to access and use the Online Training Services, in compliance with all applicable laws (including all export laws and regulations that may apply to the Online Training Services), solely for your personal training use. Your access to and use of the Online Training Services is for a limited period of time equal to the length of your subscription for the Online Training Services, and the Online Training Services you can access will vary based upon your subscription.

The Online Training Services are provided to you for informational purposes only. Your use of the Online Training Services is at your own risk. It is your responsibility to ensure that your contemplated use of the Online Training Services is consistent with this Agreement and any STA you have entered into.

(b) Accessing the Services; Credentials

In order to access the Online Training Services, you must be: (a) an individual who has an active, valid subscription for the Online Training Services who contracts with Sitecore for the Online Training Services (an "Individual Customer"); or (b) an authorized representative of an organization that that has an active, valid subscription for the Online Training Services who contracts with Sitecore for the Online Training Services (an "Organizational Customer") for a student, faculty, administrator or employee who is authorized by Organizational Customer to use the Online Training Services (an "End User"). Any End User information that Sitecore collects or handles through the Online Training Services is processed for the Organizational Customer. If you are an Organizational Customer, you warrant that your End User(s) will comply with this Agreement (including complying with all applicable laws).

Notwithstanding any other provision of this Agreement, Sitecore reserves the right to change, remove, or disable access to any Online Training Services, content, or other materials that are offered on the Website, provided that Sitecore will use commercially reasonable efforts to provide you with a minimum of 30 days' notice. In no event will Sitecore be liable for making these changes. In case of removal of any Online Training Services and upon a Customer's request, Sitecore will provide Customer with a credit to be used for suitable alternative Services.

The code that Sitecore provides to you upon enrollment, or to your End User(s) on your behalf, is the subscription credential needed to access or use the Online Training Services (the "Subscription Credentials"). These Subscription Credentials are confidential. A Subscription Credential and an email address must be provided for each individual to access the Online Training Services for the first time. Organizational Customer may authorize its End Users to use the Online Training Services to the extent Organizational Customer has an active, valid subscription for the Online Training Services for each End User. In order for an End User to access the Online Training Services for the first time, Organizational Customer must provide its End User with the Subscription Credential for the Online Training Services, and

Organizational Customer will instruct its End Users as to the confidentiality of such Subscription Credentials.

You are solely responsible for: (a) keeping your Subscription Credentials confidential, and (b) any and all activities that occur under your subscription. You will notify Sitecore immediately if you believe the security of your Subscription Credentials has been compromised. Sitecore will not be liable for any loss that you incur if someone else uses your Subscription Credentials or your account to access the Online Training Services, either with or without your knowledge. However, you may be held liable for losses incurred by Sitecore or another party if someone else uses your Subscription Credentials or account.

An Organizational Customer is solely responsible for: (a) ensuring its End User(s) keep confidential their Subscription Credentials; and (b) any and all activities that occur under its End Users' account. Organizational Customer will promptly notify Sitecore of any unauthorized use of any of its End User(s)' Subscription Credentials, accounts or any other breach of security. Sitecore will not be liable for any loss that Organizational Customer incurs for any unauthorized use of its End User(s)' accounts, either with or without Organizational Customer's knowledge. However, Organizational Customer could be held liable for losses incurred by Sitecore or another party if an unauthorized person uses one of your End User's accounts or Subscription Credentials.

If you have provided credentials to access or authenticate your account via Facebook.com, Linked-in.com, or other third party services, you acknowledge that (a) you will abide by any terms and conditions required by such services, (b) Sitecore is not responsible for the security of your password, credentials, or other personal information stored or provided by such services, and (c) you authorize Sitecore to use any information supplied by such services in order to provide the Website to you.

(c) Suspension and Termination; Deletion of Data

Sitecore may suspend or terminate your (or your End Users') access to the Website or the Online Training Services at any time, without notice and without liability, if Sitecore suspects: (a) fraudulent, abusive or unlawful activity that occurs under your (or your End Users') user name, account, or Subscription Credentials; or (b) your non-compliance with this Agreement, including your failure to pay any applicable fees or expenses for the Services. Upon suspension or termination, your (and your End Users') right to use the Website and the Online Training Services ceases immediately and you may not be able to retrieve any data you have stored on the Website and/or Online Training Services.

Sitecore may permanently delete your data and usage reports from its servers at the end of your subscription term, if your account is closed, or if the Online Training Services are terminated. Sitecore does not have any duty to provide you with your data or usage reports and Sitecore will not be liable for any loss or damage you may incur from the deletion of any data or usage reports regardless of whether or not you renew or purchase an additional subscription term for the Online Training Services.

(d) Customer Content

You acknowledge that Sitecore and its third party vendors do not exercise control over any data, information, or content that you or your End Users upload to their systems or networks or otherwise transmit to them (“Customer Content”), and you (and your End User(s)) are solely responsible for the Customer Content. You grant Sitecore and its third party vendors a limited, nonexclusive license to use the Customer Content in connection with providing the Online Training Services, and agree that Sitecore and its third party vendors shall have no liability for any Customer Content.

(e) Other

If any element of the Website or Online Training Services has additional terms or conditions, your use of that element of the Website or Online Training Services is conditional based upon your agreement to comply with such additional terms and conditions. If you do not agree to such additional terms and conditions, you may not use that element of the Website/Online Training Services.

-GENERAL TERMS AND CONDITIONS FOR THE SERVICES-

INTELLECTUAL PROPERTY RIGHTS

All title, ownership rights and intellectual property rights in and relating to the Services, including the Materials, or any copies thereof including but not limited to copyright, logos, names, trademarks, service marks, design, text, sound recordings, images, links, concepts and themes are owned by Sitecore or used under authorized license by Sitecore. Any reproduction, transmission, publication, performance, broadcast, alteration, license, hyperlink, creation of derivative works or other use in whole or in part in any manner of the Services, or parts hereof, without the prior written consent of Sitecore is strictly prohibited.

Subject to the terms and conditions set forth in this Agreement, Sitecore grants you a non-exclusive, non-transferable, non-assignable, non-sublicensable license, to use the Materials, in compliance with all applicable laws, solely for your personal training use. As between you and Sitecore, ownership of the Materials and all worldwide rights, title and interest in and to the intellectual property associated with the Services shall remain solely and exclusively with Sitecore.

The Services are provided to you for informational purposes only. It is your responsibility to ensure that your contemplated use of the Services is consistent with the Agreement and any STA you have entered into.

RESTRICTIONS ON USE

You (and in the case of an Organizational Customer its End User(s)) may access and use the Services solely for your personal training use and internal evaluation and not for the benefit of any third party.

You (and your End User(s)) may not:

- i. transfer to a third party (but excluding End Users in the case of an Organization Customer), either temporarily or permanently, the Materials or any rights to access or use the Online Training Services
- ii. sell, resell or redistribute subscriptions or access to the Services or otherwise offer access to the Services to third parties;
- iii. use the Services outside the country associated with your account;
- iv. share access to, download, modify, distribute, transmit, display, perform, reproduce, publish, sublicense, create derivative works from or sell any component of the Services;
- v. use the Services to harm, threaten, or harass another person, organization or Sitecore;
- vi. use any other party's account or Subscription Credentials to access the Online Training Services or interfere with any other party's use and enjoyment of the Online Training Services;
- vii. damage, disable, overburden, or impair the Online Training Services (or any network connected to the Online Training Services);
- viii. use or attempt to use any unauthorized means to modify, reroute, or gain access to the Online Training Services;
- ix. remove, modify, or tamper with any notice, protective message or link that is incorporated into the Services;
- x. obtain (or try to obtain) any data from the Online Training Services or related hardware, except the data that Sitecore intends to make available to you; or
- xi. use the Services or related hardware to design, develop, or update unauthorized software.

If Sitecore believes that you (or your End User(s)) are making unauthorized or improper use of the Services, Sitecore may take such action as it deems appropriate without notice to you. Sitecore may at all times: (a) disclose information required to satisfy any applicable law, regulation, legal process, or governmental request; or (b) edit, refuse to post or to remove any information or materials, in whole or in part.

In addition, in the event any derivative works are created in contravention of paragraph iv. above, Sitecore shall own all right, title, and interest in and to such derivative works. If, under the operation of local law or otherwise, you come to have any rights associated with such derivative works, you hereby automatically assign such rights to Sitecore for no additional consideration.

TRADEMARKS

The trademarks, service marks, and logos used and displayed on the Website and the Services are either the trademarks or the registered trademarks of Sitecore.

Other product and company names mentioned on this Website may be the trademarks or registered trademarks of their respective owners. This Agreement does not grant or imply any rights to any Sitecore or third party trademarks, service marks or logos.

SITECORE SOFTWARE TRAINING LICENSE

In the course of performing Services, Sitecore may provide you (or your End Users) with one or more temporary license keys that give access to Sitecore software (“**Training Software**”) to facilitate a training session. Sitecore hereby grants you (or your End Users) a non-exclusive, non-transferable, non-assignable, non-sublicensable license to use any Training Software provided by Sitecore for your internal business purposes, only for the time period needed to complete the applicable Services. THE TRAINING SOFTWARE IS PROVIDED “AS IS” AND SITECORE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH REGARD TO THE TRAINING SOFTWARE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AVAILABILITY, PERFORMANCE, OR ACCURACY. Sitecore and its licensors retain all right, title and interest in the Training Software. Except as specifically authorized under this Agreement, by applicable law or by Sitecore in writing, you will not (i) copy, modify, disclose, disassemble, decompress, reverse compile, reverse assemble, reverse engineer, or translate the Training Software or any portion thereof, (ii) rent, lease, lend, distribute, sell, assign, license, or otherwise transfer the Training Software or any portion thereof, or (iii) create any derivative works of the Training Software.

CONFIDENTIAL INFORMATION

Your use of the Website or the Services may involve the disclosure of Confidential Information between you and Sitecore. The term “Confidential Information” includes any information, whether tangible or intangible, provided by or on behalf of one party (“Disclosing Party”) to the other party (“Recipient”), including but not limited to techniques, discoveries, inventions, ideas, processes, software, designs, technology and technical specifications, whether or not marked as confidential. However, Confidential Information does not include any information that the Recipient can demonstrate: (a) is or becomes generally available to the public without breach of any legal obligation; (b) was in its possession or known by the Recipient prior to receipt from the Disclosing Party; (c) was disclosed to it by a third party without breach of any obligation owed to the Disclosing Party; or (d) was independently developed without use of any of the Disclosing Party’s Confidential Information.

Recipient shall make no use of Disclosing Party’s Confidential Information for any purpose other than to fulfil its obligations under this Agreement, and shall: (i) keep confidential all Confidential Information and protect the confidentiality of the Confidential Information with at least the same degree of care as Recipient uses to protect its own Confidential Information of a like nature, but no less than a reasonable degree of care; and (ii) not use (including making unnecessary copies) other than as strictly necessary for the performance of this Agreement any Confidential Information. Recipient shall be responsible for any breach of these confidentiality obligations by any employees and professional advisors.

Notwithstanding the foregoing, Recipient shall be entitled to disclose Confidential Information solely to the extent necessary to comply with a court order or as otherwise required by law or by a regulatory agency or government body, provided that Recipient promptly provides written notice to the Disclosing Party and provides reasonable assistance to the Disclosing Party in obtaining a protective order or otherwise limiting the disclosure. Recipient shall immediately notify Disclosing Party of any actual or suspected unauthorized disclosure of Confidential Information.

Upon the written request of Disclosing Party, Recipient shall immediately destroy or return to Disclosing Party all Confidential Information of Disclosing Party in its possession, together with all records in any manner pertaining to any of Disclosing Party's Confidential Information. Recipient shall also, upon the written request of Disclosing Party, furnish Disclosing Party with a certificate of an officer verifying that all of the foregoing have been destroyed or returned to the Disclosing Party.

WARRANTIES

Sitecore represents and warrants to Customer that it will provide the Services in accordance with industry standards and practices using qualified personnel with the necessary skills, qualifications and experience to provide the Services in accordance with this Agreement.

DISCLAIMER OF WARRANTIES

OTHER THAN THE WARRANTY SET FORTH ABOVE, THE SERVICES AND ANY MATERIALS ARE PROVIDED "AS IS" AND SITECORE MAKES NO FURTHER REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AVAILABILITY PERFORMANCE, OR ACCURACY BEYOND THOSE ALREADY PROVIDED FOR IN THIS AGREEMENT. SITECORE DOES NOT GUARANTEE THE ACCURACY, RELIABILITY, AVAILABILITY OR TIMELINESS OF THE SERVICES, THAT THE SERVICES WILL BE UNINTERRUPTED, SECURE, ERROR FREE OR THAT DATA LOSS WILL NOT OCCUR. INFORMATION ON THE WEBSITE MAY CONTAIN INACCURACIES OR TYPOGRAPHICAL ERRORS FOR WHICH SITECORE TAKES NO RESPONSIBILITY.

LIMITATION OF LIABILITY

TO THE EXTENT PERMITTED BY APPLICABLE LAW, SITECORE (DEFINED TO INCLUDE ANY OF ITS DIRECTORS, EMPLOYEES OR OTHER REPRESENTATIVES, LICENSORS OR SUPPLIERS) SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE WEBSITE OR THE SERVICES, INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, BUSINESS INTERRUPTION, LOST DATA, EVEN IF SITECORE HAS BEEN EXPRESSLY ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT AND TO THE EXTENT THE ABOVE LIMITATION OF LIABILITY IS DEEMED UNENFORCEABLE, THEN NOTWITHSTANDING THE FOREGOING, SITECORE'S MAXIMUM AND TOTAL LIABILITY UNDER THIS AGREEMENT WILL

BE LIMITED TO USD \$500. THE LIMITATIONS SET FORTH HEREIN APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE.

RECORDINGS OF ORAL OR VISUAL PRESENTATIONS

Customer is prohibited from audio recording, video recording, editing, reproducing, broadcasting, or otherwise make available the presentation slides and any Materials to third parties, and distributing the Sitecore representative's name, voice, presentation material or likeness of the Sitecore speaker (name, image, voice, photo or video), blogging, or any portion thereof as they may appear without media, time, use or geographic limitation, except where recording of the presentation is required to grant equitable access of Materials to attendees with disabilities, or where recording is pre-approved in writing by Sitecore.

THIRD PARTY MATERIALS ON WEBSITE

Where materials are copied from third party websites and made available on this Website, such materials will be subject to the license or usage terms, if any, of the relevant third party provider. The Website may provide certain hyperlinks (or otherwise provide access) to third party websites. Such links are provided as a courtesy only, and Sitecore is not responsible for any materials on those websites.

DATA PRIVACY

You acknowledge that you have had the opportunity to access the Sitecore Privacy Policy at: <https://www.sitecore.com/legal/privacy-policy>. You agree to the Sitecore Privacy Policy, and any foregoing changes thereto published by Sitecore.

This Agreement supplements Sitecore's Privacy Policy because the Website and the Services are unique and different. Below is a summary of these differences:

- i. When making purchases via the Website, there is information we collect in order to fulfill and process orders, such as: the shipping name, address and email of the recipient receiving the Services, contents of the order and any additional notes as entered by you (Order Data). You can elect to save shipping information for future use or can opt out of saving the information.
- ii. We do not collect payment and billing information; this information is instead passed via the payment gateway to the merchant processor for verification and approval.
- iii. Order Data collected is used to process and fulfill orders. This information is not shared with outside sources for the purposes of marketing products and services to users. We will not sell, distribute or lease your Order Data to third parties unless we have your permission or are required by law to do so.
- iv. Each time a purchase is conducted it is logged within the Website and can be reviewed at any time.
- v. The Services are intended for use by both Individual Customers and Organizational Customers. If you use an email address provided by an organization you are affiliated with (e.g., an employer) to access the Services, the owner of the email address associated with your email address may: (i) control and administer your Services account; and (ii) access and process your data, including the contents of your communications and files. Your use

of the Services may be subject to your organizations' policies (if any). If your organization is administering your use of the Services, please direct your privacy enquiries to your organization. Sitecore is not responsible for the privacy or security practices of our customers, which may differ from those set out in Sitecore's Privacy Policy.

PRICES

By ordering Services via the Website, you expressly acknowledge and agree: (a) to pay Sitecore the fees shown on the Website for those Services. Payment is due in the currency shown on the Website (b) that you may not use or be given access to those Services until such fees have been received by Sitecore. Organizational Customer expressly acknowledges that fees for the Services may change from time to time, as disclosed on the Website.

NOTICES

You consent to Sitecore providing you (and in the case of an Organization Customer your End Users) notifications about the Services or information the law requires us to provide via email to the address that you (and your End User(s)) specified when you (and your End User(s)) signed up for the Services. Notices emailed to you (and your End User(s)) will be deemed given and received when the email is sent. If you (and your End User(s)) do not consent to receive notices electronically, you (and your End User(s)) must stop using the Services. In addition, you agree that Sitecore may send direct mail to you (and your End User(s)) containing new and promotional material.

GOVERNING LAW

- i. If the geographic address for the Customer is located in the United States, this Agreement will be governed solely by the internal laws of the State of California, without reference to such State's principles of conflicts of law, and the parties consent to the personal and exclusive jurisdiction of the federal and state courts of Marin County, California, with regard to any dispute arising out of or related to this Agreement.
- ii. If the geographic address for the Customer is located in Canada, this Agreement will be governed solely by the Laws of the Province of Ontario and the Laws of Canada applicable therein, except as to its principals of conflicts of laws, and each party hereby submits to the exclusive jurisdiction of the courts of the Province of Ontario, in Toronto, Ontario.
- iii. If the geographic address for the Customer is located in Australia or New Zealand, this Agreement will be governed solely by the laws of New South Wales, Australia without regard or reference to its principles of conflicts of laws, and each party hereby consents to the exclusive jurisdiction of the courts of New South Wales.
- iv. If the geographic address for the Customer is located in the United Kingdom or Republic of Ireland, this Agreement will be governed solely by English law without regard or reference to its principles of conflicts of laws, and each party hereby consents to the exclusive jurisdiction of the English courts.
- v. If the geographic address for the Customer is located in Singapore, Malaysia, Indonesia, Thailand, Vietnam or India, this Agreement will be governed solely

by laws of Singapore and any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") in force at the date of applying for arbitration, which rules are deemed to be incorporated by reference in this clause. The Tribunal shall consist of one arbitrator knowledgeable in the subject matter. The language of the arbitration shall be English.

- vi. If the geographic address for the Customer is located in Hong Kong or Taiwan, this Agreement will be governed solely by the laws of Hong Kong SAR and any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by binding arbitration in Hong Kong SAR at the Hong Kong International Arbitration Centre ("HKIAC") in accordance with the HKIAC Administered Arbitration Rules in force as at the date of this Agreement (the "Rules"), which Rules are deemed to be incorporated by reference into this clause and as may be amended by the rest of this clause. The arbitration tribunal shall consist of one arbitrator knowledgeable in the subject matter. The language of the arbitration proceedings shall be English.
- vii. If the geographic address for the Customer is located in the People's Republic of China, this Agreement will be governed by and construed in accordance with the laws of People's Republic of China. Any dispute arising out of or related to this Agreement shall be referred to and finally resolved by arbitration at the Chinese International Economic and Trade Arbitration Commission ("CIETAC") in accordance with the CIETAC Arbitration Rules as at present in force, which Rules are deemed to be incorporated by reference into this Section and as may be amended by the rest of this Section. Any such arbitration shall be administered by CIETAC in accordance with CIETAC Procedures for Arbitration in force as of the date of this Agreement including such additions to the CIETAC Arbitration Rules as are therein contained. The seat of arbitration shall be Beijing and hearings shall be held at CIETAC's Beijing Sub-Commission. The appointing authority shall be CIETAC.
- viii. If the geographic address for the Customer is located in Japan, this Agreement will be governed solely by the laws of Japan, without regard or reference to its principles of conflicts of laws, and each party hereby consents to the exclusive jurisdiction of the Tokyo District Court of Japan.
- ix. If the geographic address for the Customer on the Order is located in India, this Agreement will be governed by and construed in accordance with the laws of India. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and resolved by final and binding Arbitration in accordance with the Arbitration and Conciliation Act of India, 1996, which rules are deemed to be incorporated by reference in this clause. The Arbitration shall be conducted by a single arbitrator knowledgeable in the subject matter. The language of the arbitration shall be English, and the location of the arbitration shall be Delhi.
- x. If the headquarters of Customer is located in any other country not covered by subsections (i)-(ix) above, this Agreement will be governed by Danish law

without regard or reference to its principles of conflicts of laws, and each party hereby submits to the exclusive jurisdiction of the Maritime and Commercial Court (Sø- og Handelsretten), or secondarily the City Court of Copenhagen.

MISCELLANEOUS

This Agreement constitutes the entire agreement between the parties on the subject matter hereof. No amendment or modification hereof will be valid or binding upon the parties unless made in writing and signed by the duly authorized representatives of both parties. In the event that any provision of this Agreement is held to be unenforceable, this Agreement will continue in full force and effect without said provision and will be interpreted to reflect the original intent of the parties. Waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right hereunder will not operate or be construed as a waiver of any subsequent breach of that right or as a waiver of any other right.

You may not assign this Agreement, by operation of law or otherwise and any attempted assignment or transfer shall be void and of no force or effect. You will ensure that your participants comply with this Agreement and all applicable laws (including all domestic and international export laws and regulations that apply to the Services).

Neither party shall be liable for any failure or delay in performance under this Agreement (other than obligations to make payments when due) to the extent caused by supervening conditions beyond that party's reasonable control, including acts of God, war, terrorism, civil commotion, strikes, labor disputes, or governmental demands or requirements, which makes performance impossible.

If you have any questions about this Agreement, please contact info@sitecore.com.