Silktide Customer Terms

The terms on which Silktide provides its platform to business customers, including which Silktide company you contract with.

Version: October 23, 2026

https://silktide.com/legal/terms-conditions/

These Customer Terms (the **Terms**) are the terms on which Silktide provides its software platform and related services. **Silktide**, **we** and **us** mean the Silktide company that contracts with you (see clause 25); **you** and the **Customer** mean the organization named in the Order Form.

These Terms, your Order Form and the documents listed in clause 1 form a binding agreement between you and us (the **Agreement**). It is formed when you sign or electronically accept an Order Form that refers to these Terms, or when you otherwise use the Services. The person accepting on your behalf confirms that they are authorized to bind you; if they are not, or you do not agree to these Terms, do not accept them or use the Services.

The Services are for business use only. By entering into the Agreement you confirm that you are acting for purposes relating to your trade, business, craft or profession and not as a consumer.

1. The Agreement

1.1 The Agreement consists of: (a) your Order Form; (b) these Terms, including the Schedule; (c) the Silktide Data Processing Agreement (**DPA**); (d) the Silktide Service Level Agreement (**SLA**); (e) the Silktide Acceptable Use Policy (**AUP**); and (f) any Special Terms in your Order Form. The DPA, the SLA and the AUP are published on the legal pages of our website, currently at silktide.com/company/legal (the **Legal Hub**).

1.2 If the documents conflict, they apply in this order, each prevailing over those after it: Special Terms; the Schedule (Country Terms), where it conflicts with the rest of these Terms; the DPA, for the processing of Personal Data; the Order Form; these Terms; the SLA; the AUP; and the Documentation.

1.3 The version of these Terms, the DPA, the SLA and the AUP that applies to an Order Form is, for each of them, the version in force on the Legal Hub on the date you sign or accept it, unless the Order Form says otherwise, and subject to clause 20. Every version

stays available on the Legal Hub with the dates it applied.

1.4 Our Privacy Policy, security pages and other information pages are not part of the Agreement. The Documentation describes how the Services work and does not add to your obligations.

1.5 Terms in your purchase order, supplier portal or similar document do not bind us, even if we process that document, unless we accept them as a Special Term or in a document signed by an authorized Silktide signatory.

1.6 If you are a public sector organization and the law that binds you prevents you from agreeing to a provision of the Agreement (for example on indemnities, governing law, publicity, automatic renewal or paying in advance), that provision applies only as far as the law allows, and we will record any lawful alternative in the Order Form.

2. Definitions

2.1 Capitalized terms have the meanings below or the meanings given where they appear in bold in these Terms, the DPA, the SLA or the AUP.

Term	**Meaning**
Affiliate	an entity that controls, is controlled by or is under common control with a party (control meaning more than 50% of the voting interests or the power to direct management).
Authorized User	an individual you allow to use the Services under your account, such as an employee or contractor of you, of your Affiliate or, under clause 4.4, of a Client.
Business Day	a day other than a Saturday, Sunday or public holiday in the place stated for your Silktide Entity in the table in clause 25.
Client	a third party to which you provide digital, marketing, accessibility, compliance or similar services and whose Customer Sites you work on using the Services, such as an agency’s client.

Confidential Information	non-public information that one party discloses to the other in connection with the Agreement and that is marked confidential or that a reasonable person would understand to be confidential. Ours includes the non-public elements of the Services, pricing, security reports and roadmaps; yours includes Customer Data. The terms of the Agreement, but not its existence, are confidential to both parties.
Customer Data	the data, content and materials that you, your Authorized Users or Clients submit to the Services or that the Services retrieve from Customer Sites on your instructions, and the results, scores, reports and other outputs the Services generate for you from them (**Output**). It excludes Usage Data and Silktide Materials.
Customer Sites	the websites, web applications, documents and other digital properties you submit to or configure in the Services, whether they belong to you, your Affiliate or a Client.
Documentation	our current user documentation, help center and technical specifications for the Services, currently at help.silktide.com.
Fees	the fees for the Services set out in the Order Form and any other amounts payable under the Agreement.
Intellectual Property Rights	patents, copyright, trade marks, design rights, database rights, rights in confidential information and know-how, and all other intellectual property rights anywhere in the world, registered or not, including applications for them.
Order Form	an ordering document that refers to these Terms and has been signed or electronically accepted by both parties, including an accepted Silktide proposal or quotation.
Personal Data and Data Protection Law	have the meanings given in the DPA.

Services	the Silktide software-as-a-service platform, including the products, features, allowances, reports, integrations and APIs described in the Order Form and the Documentation, technical support, and any add-ons, onboarding, training, audits or other services described in an Order Form.
Silktide Materials	the Services, the Documentation and our software, algorithms, scoring models, rules, test methodologies, templates and know-how, including improvements and derivative works of them and all Intellectual Property Rights in them.
Special Terms	terms in an Order Form that are expressly stated to vary or add to the Agreement.
Sub-processor Page	the page on the Legal Hub, currently at silktide.com/company/legal/sub-processors, listing the Hosting Regions and AI Processing Regions available and the sub-processors we use: the core ones that support the Services for every customer, and the optional ones, including AI providers, that process Customer Data only when you enable them.
Subscription Term	the Initial Term of an Order Form and each Renewal Term, as described in clause 12.

2.2 In the Agreement, “including” and “for example” do not limit the words before them; “written” includes email; a reference to a law includes its amendments and replacements; periods in days are calendar days unless Business Days are stated; and headings do not affect interpretation.

3. The Services

3.1 We will make the Services available to you during each Subscription Term in accordance with the Agreement and the Documentation, and will provide technical support as described in the SLA.

3.2 Onboarding, training and other services described in an Order Form are part of the Services. We will perform them with reasonable skill and care, remotely unless the Order Form says otherwise.

3.3 **Changes to the Services.** We develop the Services continuously and may add, change or replace features. During a Subscription Term we will not materially reduce the overall functionality, security or performance of the Services you have bought, and will give you reasonable notice, by email or in the Services, of any change likely to affect your use materially. If a change has a material adverse effect on you and we do not put it right within 30 days of your written notice, you may end the affected Order Form by written notice and we will refund the prepaid Fees for the rest of its Subscription Term. Updates we make generally available are included in the Fees; new products, features or capacity may be priced separately. Your purchase does not depend on any future feature or on anything we have said about one.

3.4 **Free Trials.** Access to the Services or to particular features that we provide free of charge for evaluation, including beta and preview features identified as such (a **Free Trial**), is provided as-is, without warranty, support or SLA. We may change, suspend or withdraw a Free Trial at any time, may delete Customer Data submitted during it 30 days after it ends unless you have signed an Order Form, and have no liability in connection with it (clause 16.3).

3.5 **Third-party services.** You may connect the Services to products, services or data that we do not provide, such as content management systems, analytics tools, identity providers and ticketing systems (**Third-Party Services**). They are governed by your agreement with their provider. We are not responsible for them or for data you exchange with them, may change or withdraw an integration where the third party changes or withdraws its interface, and are not liable for a failure of the Services caused by a Third-Party Service.

3.6 We may use our Affiliates and subcontractors, including hosting providers and the sub-processors identified under the DPA, to perform our obligations, and remain responsible for them.

4. Using the Services

4.1 **Your right to use.** Subject to the Agreement, during each Subscription Term you may access and use the Services and the Documentation, within the usage limits in your Order Form, for the internal business purposes of you and your Affiliates and, where clause 4.4 applies, to provide services to Clients. This right is non-exclusive and, except under clause 21, non-transferable.

4.2 **Authorized Users.** You may allow Authorized Users to use the Services. Each must have their own login, which must not be shared. You are responsible for your Authorized Users, for keeping credentials confidential and for all activity under your account, except to the extent caused by our breach of the Agreement. You must tell us promptly if you become aware of unauthorized access to your account.

4.3 **Affiliates.** Your Affiliates may use the Services under your Order Form, and you are responsible for their compliance with the Agreement. An Affiliate may instead sign its own Order Form, in which case it is the Customer for that Order Form.

4.4 **Agency and Client use.** If you provide services to Clients, you may use the Services on their Customer Sites, share Output with them and give their personnel access as Authorized Users, provided that: (a) you are responsible for them as for your own Authorized Users; (b) you have obtained from each Client the rights and consents needed for the Services to access and process its Customer Sites and the resulting Customer Data; (c) each Client is bound by written terms no less protective of us and the Silktide Materials than the Agreement; (d) you do not resell the Services, offer them on their own or present them as your own or a third party's product unless the Order Form allows it; (e) Client use counts towards your usage limits; and (f) we have no relationship with, and no obligation or liability to, any Client.

4.5 **Restrictions.** Except as the Agreement or non-excludable law allows, you must not, and must not allow anyone else to: (a) copy, modify or create derivative works of the Services or the Documentation; (b) reverse engineer or otherwise try to derive their source code, algorithms or scoring methods; (c) sell, rent, sublicense or otherwise make the Services available to third parties other than under clauses 4.3 and 4.4; (d) use the Services to build, train or improve a competing product, or copy their features or interface; (e) access the Services by automated means other than our APIs and integrations, or exceed their documented rate limits; (f) circumvent usage limits, security controls or access restrictions; (g) remove proprietary notices; (h) publish benchmark or performance tests of the Services without our written consent; or (i) use the Services in breach of the AUP or the law.

4.6 **Usage limits.** Your Order Form states the limits within which you may use the Services, such as the number of pages, documents or prompts the Services cover, and the Services enforce them. When a limit is reached, the Services stop adding to what they cover (for example, they will not test further pages or run further prompts) but keep working within the limit, until the limit resets at the start of the next period described in the Order Form or the Documentation or you buy a higher limit. Where a feature is

metered by a consumption allowance, such as AI credits under clause 5.9, the feature pauses when the allowance is used up until it resets or you buy more. We do not charge for usage beyond your limits unless the Order Form says so, and reaching a limit is not Downtime under the SLA or a breach of the Agreement. If a limit is exceeded by means the Services do not enforce, such as an API, we will tell you and may restrict usage to the limit you bought.

4.7 **Your websites.** You must own, or be authorized by the owner to have us scan and test, each Customer Site, and must ensure that scanning, testing and monitoring it as you have configured does not breach any law, third-party right or Third-Party Service terms. We access Customer Sites only on your instructions given through the Services. You must configure each Customer Site so that the Services can crawl and test it as described in the Documentation, including by not blocking or rate-limiting our crawler; otherwise scans may be delayed, incomplete or inaccurate. We may ask for reasonable evidence of your authority over a Customer Site, and may decline or stop scanning it if that evidence is not provided or we reasonably believe scanning would be unauthorized or unlawful.

4.8 **Non-public sites.** If you configure the Services to scan a Customer Site, or part of one, that is not publicly accessible, such as an intranet, a staging environment or pages behind a login, you must: use only credentials you are authorized to provide, with the minimum privileges necessary and no administrative rights (you may revoke them at any time); keep those credentials secure and encrypt data in transit to the Services; and confirm that you may disclose the site’s content to us, that you have a lawful basis to process any Personal Data in it, and that it does not contain the data described in clause 7.3 unless agreed in an Order Form. We may decline or stop scanning a site if these requirements are not met, and are not liable for loss arising from your failure to meet them, including any action the Services take on the site because of the credentials or configuration you provided.

4.9 **Competitors.** The Services may not be used by or for a direct competitor of ours, or to monitor or benchmark the availability, performance or functionality of the Services, without our written consent.

4.10 **Client software.** Where we provide software for installation on your devices, systems or Customer Sites, such as browser extensions, scripts, plug-ins or connectors (**Client Software**), you may use it in object code form during the Subscription Term, only with the Services and in accordance with the Documentation. Client Software is part of the

Services and the Silktide Materials, clauses 3.3 and 4.5 apply to it, and you will remove it when the Subscription Term ends. Third-party and open-source components are covered by clause 9.5.

5. AI Features

5.1 **What they are and how they are switched on.** The Services may include features that use machine learning or generative AI models to analyze content and generate suggestions, summaries, recommendations, code, text or other output (**AI Features**, and their output **AI Output**). AI Features are off by default. An administrator of your account switches them on in the settings of the Services by choosing an **AI Processing Region** (the region, from those on the Sub-processor Page, in which AI Features process Customer Data) and the AI providers to use from those available there, and may change either, or switch AI Features off, at any time; a change applies to later processing. Accepting the Agreement or the DPA does not by itself switch on any AI Feature.

5.2 **Providers.** AI Features use models run by third-party providers, listed on the Sub-processor Page as optional AI sub-processors with the region in which each is available and where it processes Customer Data. A provider processes Customer Data only if you have enabled it. By switching on AI Features and choosing providers, you instruct us to process the relevant Customer Data through those providers in the chosen AI Processing Region to provide the AI Features, in accordance with the DPA. We use only providers whose terms with us prohibit them from training on Customer Data, unless you expressly agree otherwise. Features, models and output quality may differ between regions and providers. Only processing by AI Features takes place in the AI Processing Region; all other processing takes place in your Hosting Region (clause 7.7).

5.3 **No training on your data.** We do not use Customer Data or AI Output to train or fine-tune AI models. Our use of Usage Data is described in clause 7.8.

5.4 **AI Output.** AI Output is generated by probabilistic models and may be inaccurate, incomplete, biased or unsuitable for a particular purpose. It is provided as-is: we do not warrant its accuracy, completeness, fitness for purpose, legality or non-infringement, and the warranty in clause 14.2(a) and the indemnity in clause 15.1 do not apply to it or to your use of it. AI Output is not legal, medical, financial or other professional advice. You must have it reviewed by a suitably qualified person before relying on, publishing or acting on it. You are responsible for your decisions in reliance on AI Output, and for any action an AI Feature takes in the Services at the direction of an Authorized User, such as applying a change the user has approved, as if the user had taken it directly.

5.5 **Ownership.** As between you and us, AI Output is Customer Data and belongs to you, subject to any third-party rights in the content it is based on. Similar output may be generated for other customers, and our rights in the Silktide Materials are unaffected.

5.6 **Your responsibilities.** You will have the rights and consents needed to submit content to AI Features, will not use them in breach of the AUP or to process data you may not submit under clause 7.3, and will not use AI Output to develop, train or improve an AI model or system that competes with the Services or the models behind them. We may use automated tools, including third-party tools, to screen inputs and AI Output for content that breaches the AUP or the law and may block it; screening is part of the Services and is carried out under the DPA.

5.7 **Changes and outages.** The providers and models available in a region will change over time. We may add, change or withdraw them at any time, for example where a provider withdraws or changes a model, where its terms or prices make it impractical for us to keep offering it, or for security, legal or regulatory reasons, and we will give you reasonable notice of material changes. We may also change, suspend or withdraw an AI Feature where a provider's change, technical constraints or legal, regulatory or ethical considerations require it. Where we ourselves move your processing to a replacement provider, clause 6 of the DPA applies. Clause 3.3 applies to the withdrawal of an AI Feature only where your Order Form identifies it as a purchased product or add-on. Unavailability or degradation of an AI Feature caused by a provider is not Downtime under the SLA or a breach of the Agreement, provided we use reasonable efforts to restore it or provide a reasonable alternative.

5.8 **Responsible design.** We design AI Features with human oversight, assess their risks before release and describe their capabilities and limitations in the Documentation.

5.9 **AI credits.** Where AI Features are metered by credits, you may use them up to the credits included in your Order Form plus any you buy, as shown in the Services. Credits are an allowance, not a price list: the credits an action uses depend on the processing it needs, vary between actions and over time, and are shown in the Services rather than fixed in the Agreement, and we may adjust them to reflect the cost of the underlying processing without reducing the credits allocated under your Order Form. Credits are allocated each month, on the monthly cycle shown in the Services, unless the Order Form says otherwise; they expire at the end of the month, do not carry over and are not refundable or transferable. AI Features may pause when your credits for the month run out until the next allocation or you buy more; that pause is not Downtime under the SLA

or a breach of the Agreement.

6. Measuring third-party platforms

6.1 **What the feature does.** Some features query third-party AI platforms, search engines and similar services with prompts you configure and report how they respond, or retrieve public content from third-party websites you identify, such as competitors', for comparison with your own. We run those queries and retrievals on your instruction, using our own accounts and infrastructure and within the limits in the Documentation, and you will configure them only in accordance with the AUP.

6.2 **Monitored Platforms.** The third-party AI platforms, search engines and similar services a feature can query with your prompts (**Monitored Platforms**) are of two kinds: **Standard Monitored Platforms**, included with the feature and listed in the Documentation, and **Premium Monitored Platforms**, named in your Order Form by provider and platform (and, where the provider publishes it, model) and available only where your Order Form includes them. The term does not include websites the Services scan or retrieve, or the AI providers and models that AI Features use under clause 5, even where the same provider runs both. Monitored Platforms are shown in the settings of the Services and, where their providers process Personal Data for you, on the Sub-processor Page. Configuring a feature to use a Monitored Platform is your instruction to us to submit your prompts to its provider.

6.3 **Third-party content.** Responses and content from third-party platforms and websites reflect what those sources produced at the time, may vary between queries, locations and users, and are outside our control. We do not guarantee any mention, ranking, position or level of visibility for you or your Customer Sites on any platform, give no warranty about the accuracy or completeness of third-party content, and are not responsible for a platform being unavailable, rate-limited or changed. The warranty in clause 14.2(a) covers the operation of the feature, not the content it reports. Clause 5 applies to such a feature only to the extent it also uses AI Features to analyze Customer Data or generate AI Output.

6.4 **Changes to Monitored Platforms.** Monitored Platforms are run by third parties and change over time. We may add, replace or withdraw Standard Monitored Platforms by updating the Documentation. We may withdraw a Premium Monitored Platform where its provider withdraws, restricts, supersedes or changes it, or where we can no longer reasonably or lawfully use it. If a Premium Monitored Platform named in your Order

Form is withdrawn, we will tell you and provide a comparable premium platform in its place at no extra charge (where the provider has superseded the model, its successor), so that the number of Premium Monitored Platforms you may use is not reduced. You may choose the replacement in the settings of the Services; if you have not within 30 days of our notice, we will choose it for you. Your Order Form then refers to the replacement, and the change is not a reduction of functionality under clause 3.3, Downtime under the SLA or a breach of the Agreement, and does not change the Fees. If we do not provide a comparable premium platform within 30 days of withdrawing one named in your Order Form, you may end the affected Order Form by written notice and we will refund the prepaid Fees for the rest of its Subscription Term.

7. Your data

7.1 **Ownership and license.** You own Customer Data. You grant us a non-exclusive, worldwide, royalty-free license to host, copy, process, transmit and display it during the Agreement, only as needed to provide and support the Services, to prevent or address service, security or technical problems, to comply with the law, and as you otherwise instruct.

7.2 **Your responsibilities.** You are responsible for the accuracy, quality and legality of Customer Data and for obtaining the rights, consents, notices and lawful bases we need to process it under the Agreement, including for the Personal Data of Client personnel and of individuals whose Personal Data appears on Customer Sites.

7.3 **Data you must not submit.** The Services are not designed to process, and you must not intentionally submit or configure them to collect, special categories of Personal Data (under Article 9 of the GDPR or equivalent law), protected health information regulated under the United States Health Insurance Portability and Accountability Act (HIPAA), payment card data, government-issued identification numbers or other data subject to heightened regulatory requirements, unless agreed in an Order Form. Incidental retrieval of such data published on a Customer Site during ordinary scanning is not a breach of this clause if you have complied with clause 4.7.

7.4 **Export.** You may export Customer Data, including Output, at any time during the Subscription Term at no charge, using the export functions of the Services and in the formats described in the Documentation (currently including CSV, Excel and PDF); what can be exported varies by product and feature. Except under clause 13 or where the law requires, we need not provide data or exports beyond those functions.

7.5 **Retention and deletion.** After a Subscription Term ends we keep Customer Data available for export for at least 30 days, then retain it in storage only for up to 6 months so that you can retrieve it or resume the Services, and then delete it from our production systems and backups, as set out in clause 14 of the DPA. You may ask for earlier deletion at any time and we will complete it within 30 days. Where the law requires us to keep Customer Data longer, we will keep protecting it under the Agreement.

7.6 **Security.** We will maintain appropriate technical and organizational measures to protect Customer Data, as described in the DPA, and an independent security attestation covering the Services (currently SOC 2 Type II) or a materially equivalent standard, and will provide a summary of the latest report on request, subject to clause 10.

7.7 **Hosting Region.** We provide the Services from the hosting regions listed on the Sub-processor Page. We assign your account's **Hosting Region** when it is created, by reference to your Customer Location and where you operate, unless we agree otherwise in writing, and show it in your account. We store and process Customer Data in the Hosting Region using the core sub-processors listed for it, and will not move your account or Customer Data to another Hosting Region without your consent unless the law requires. The following are not a change of Hosting Region: processing by AI Features in the AI Processing Region; processing by the core sub-processors that the Sub-processor Page identifies as operating elsewhere and support access by our personnel, in each case under the DPA; transfers you direct, such as exports, integrations and sharing Output; and backups within the Hosting Region.

7.8 **Usage Data.** We may collect and use technical, diagnostic and usage information generated by the operation of the Services, such as feature usage, event logs, error reports and performance metrics (**Usage Data**), to provide, secure, support and improve the Services, develop new features, and for analytics, benchmarking and industry research. We will not disclose Usage Data in a form that identifies you, a Client or any individual, except to you or as the law requires. We own Usage Data and any aggregated or de-identified data we derive from Customer Data that does not identify you, a Client or any individual, and may use them during and after the Agreement.

8. Data protection

8.1 Where Customer Data includes Personal Data, you are the controller (or business) and we are the processor (or service provider), and the DPA applies and forms part of the

Agreement. Each party will comply with the DPA and with the Data Protection Law that applies to it.

8.2 We process Personal Data about your personnel and Authorized Users (names, business contact details, credentials, support communications) as a controller, to manage our relationship with you, administer accounts, provide support, invoice and communicate about the Services, as described in our Privacy Policy on the Legal Hub.

8.3 You will give the notices and obtain the consents that Data Protection Law requires for us to process Personal Data as the Agreement contemplates. We will notify you of a Personal Data breach affecting Customer Data within the time and in the way set out in the DPA.

9. Intellectual property

9.1 We and our licensors own the Silktide Materials, including all Intellectual Property Rights in them. You receive only the rights the Agreement expressly grants, and we reserve all others.

9.2 You may use, reproduce and share Output internally, with your Affiliates and Clients and with your professional advisers for the purposes clause 4 permits. Our scoring models, methodologies, templates and other Silktide Materials embodied in Output remain ours.

9.3 If you or your Authorized Users give us feedback about the Services, we may use it without restriction or obligation and may protect features developed from it, but will not name you as its source without your consent. Feedback excludes Customer Data and your Confidential Information.

9.4 You grant us a non-exclusive, royalty-free license during the Agreement to use your name, logos and trade marks only as needed to configure and provide the Services to you, for example to brand reports, in accordance with your instructions.

9.5 The Services may include third-party or open-source components licensed on their own terms. Those terms do not restrict your use of the Services under the Agreement, and we are responsible for complying with them.

10. Confidentiality

10.1 The party receiving Confidential Information (the **Recipient**) will use the disclosing party’s (the **Discloser**‘s) Confidential Information only to perform its obligations and exercise its rights under the Agreement; protect it with at least the care it uses for its

own confidential information, and no less than reasonable care; and disclose it only to its and its Affiliates' employees, officers, contractors, professional advisers, insurers and, in our case, sub-processors and subcontractors who need to know it for those purposes and are bound by written confidentiality obligations no less protective than this clause. The Recipient is responsible for any breach by a person it discloses to.

10.2 These obligations do not apply to information the Recipient can show is or becomes public other than through a breach of the Agreement, was already lawfully known to it without a duty of confidence, is lawfully received from a third party without restriction, or is developed independently without using the Discloser's Confidential Information. The Recipient may disclose Confidential Information where law, a court, a regulator or a stock exchange requires, giving the Discloser prompt notice where lawful, cooperating with efforts to limit the disclosure, and disclosing only what is required.

10.3 These obligations last during the Agreement and for five years after it ends, and for as long as the information remains a trade secret or Personal Data. On the Discloser's written request after the Agreement ends, the Recipient will return or securely destroy the Discloser's Confidential Information, except copies it must keep by law or under its record retention policies and copies in routine backups until overwritten, which remain subject to this clause. Customer Data is dealt with under clauses 7.5 and 13 and the DPA.

10.4 A breach of this clause may cause harm that damages cannot adequately remedy, and the Discloser may seek injunctive or other equitable relief for an actual or threatened breach.

11. Fees and payment

11.1 **Paying the Fees.** You will pay the Fees in the amounts, currency and manner set out in your Order Form. Fees are non-cancellable and non-refundable except where these Terms or the SLA provide for a refund or credit, and are payable in full without set-off or deduction except as the law requires or the Agreement allows. Each party bears its own bank charges.

11.2 **Taxes.** Fees exclude value added tax, goods and services tax, sales, use and similar transaction taxes (**Taxes**). Where we must collect Taxes we add them to our invoices, unless you provide a valid exemption certificate or a reverse charge applies. If the law of your country requires you to withhold an amount from a payment, you will increase the payment so that we receive the full amount invoiced and give us evidence of the tax

paid. Each party is responsible for taxes on its own income.

11.3 **Invoicing.** Unless the Order Form says otherwise, we invoice the Fees annually in advance and may issue each invoice from 30 days before the start of the period it covers (or, where the whole Initial Term is paid in advance, from 30 days before the Subscription Start Date); one-off Fees are invoiced with the first invoice unless the Order Form says they are invoiced on delivery. Each invoice is payable in full within 30 days of its date, in the currency stated in the Order Form, and payment is made when we receive cleared funds. If you need a purchase order number, supplier registration or portal, give us the details before the Subscription Start Date; a missing purchase order number does not delay payment, and if a portal you require charges us a fee, you will bear that cost.

11.4 **Disputed invoices.** If you dispute an invoice in good faith, you must tell us in writing within 30 days of the invoice date with your reasons, pay the undisputed part when due, and work with us to resolve the dispute promptly, using clause 24 if necessary. We will not charge interest on, or suspend the Services for, amounts disputed in good faith under this clause.

11.5 **Late payment.** Undisputed amounts unpaid after the due date bear interest from the due date until paid at the rate in the table in clause 25, and we may recover our reasonable costs of recovery. If undisputed amounts are more than 30 days overdue, we may suspend the Services under clause 18 after at least 10 Business Days' written notice.

11.6 **Fee changes.** Fees change only as set out in the Order Form or at renewal under clause 12.4.

12. Term, renewal and ending the Agreement

12.1 **Term.** The Agreement starts on the date of your first Order Form and continues until every Subscription Term has expired or been terminated. The **Initial Term** of an Order Form is 12 months from the **Subscription Start Date** (the date stated in the Order Form or, if none is stated, the date it is signed or accepted by both parties) unless the Order Form states a different period.

12.2 **Renewal.** At the end of the Initial Term and of each Renewal Term, an Order Form renews automatically for a further 12 months, or the renewal period stated in it (each a **Renewal Term**), unless either party gives written notice of non-renewal at least 30 days before the end of the current Subscription Term. We will send a renewal reminder

at least 45 days before the end of each Subscription Term, by email to your account owner or billing contact or in another way clause 22.3 permits; it need not be acknowledged. If we do not send one, you may give notice of non-renewal at any time before the renewal date.

12.3 **No cancellation during a term.** Either party may decide not to renew for any reason. Non-renewal takes effect at the end of the current Subscription Term and is not a termination for breach. An Order Form cannot be canceled during a Subscription Term except where the Agreement gives a right of termination or we agree in writing; the Fees for the whole Subscription Term remain payable, and no refund is due for a Subscription Term that has run its course.

12.4 **Fees at renewal.** The Fees for the Initial Term do not change except for purchases under clause 12.5. Unless the Order Form states a different mechanism, the annual Fees for each Renewal Term are the annual Fees for the final year of the preceding Subscription Term plus 5%. One-off Fees are payable once and are not carried into a Renewal Term.

12.5 **Buying more.** You may buy additional Services or higher limits during a Subscription Term under a further Order Form or a written change order. Unless stated otherwise, additional recurring Services run to the end of the existing Subscription Term with their annual Fees pro-rated, and one-off services are provided and invoiced once.

12.6 **Termination for cause.** Either party may end the Agreement, or the affected Order Form only, by written notice with immediate effect if the other party: (a) commits a material breach that cannot be remedied, or does not remedy a material breach within 30 days after a written notice describing it; (b) becomes insolvent, enters liquidation, administration, bankruptcy or a similar procedure, or has a receiver or similar officer appointed, other than for a solvent reorganization; or (c) is prevented by a Force Majeure Event from performing its material obligations for more than 30 consecutive days.

12.7 **Termination by us.** We may end the Agreement, or the affected Order Form only, by written notice with immediate effect if: (a) continuing to provide the Services to you would cause us to breach the law, sanctions or a court or regulator’s order, in which case we will refund the prepaid Fees for the rest of the affected Subscription Term; (b) you commit a serious breach of clause 4.5, clause 4.9 or the AUP that cannot be remedied, such as deliberate reverse engineering or unlawful use; or (c) you breach clause 26.5 (sanctions and export controls) or clause 26.6 (anti-bribery).

12.8 **When the Agreement or an Order Form ends:** (a) your right to use the affected Services ends, subject to the export and retention periods in clauses 7.5 and 13; (b) you will pay all Fees accrued up to the end date; (c) if you terminate under clause 12.6(a) or 12.6(b), or under clause 3.3, 6.4, 14.3, 15.3(c) or 23.2 or the SLA, we will refund pro rata the prepaid Fees for the rest of the Subscription Term of the terminated Order Form; (d) if we terminate under clause 12.6(a), 12.6(b) or 12.7(b), the Fees for the rest of the current Subscription Term become immediately payable, as far as the law allows, and no prepaid Fees are refunded; (e) Customer Data is dealt with under clauses 7.5 and 13 and the DPA; and (f) each party will comply with clause 10.3 for the other's Confidential Information.

12.9 **Survival.** Ending the Agreement does not affect rights and obligations accrued before it ended. Provisions intended to survive, including clauses 4.5, 7.5, 7.8, 9, 10, 11 (for amounts due), 12.8, 13, 14.7, 15, 16, 22, 24, 25 and 26, continue after the Agreement ends.

13. Switching and exit

13.1 You may export Customer Data at any time under clause 7.4. The Documentation describes what can be exported, the formats and tools, and how to switch to another provider or to your own systems.

13.2 You may at any time tell us in writing that you intend to switch to another provider or move Customer Data to your own systems (a **Switching Notice**), specifying a start date no more than two months later. We will then: (a) cooperate in good faith and give reasonable assistance so that the switch is completed without undue delay; (b) ensure that you can export all exportable Customer Data within a transitional period of 30 days from the start date or, if that is technically unfeasible, tell you within 14 Business Days of the Switching Notice, with reasons and an alternative period of no more than seven months; (c) extend the transitional period once, by a further period you reasonably consider appropriate, on your written request; (d) continue to provide the Services during the transitional period, subject to payment of the Fees; and (e) keep exportable Customer Data available for at least 30 days after it ends.

13.3 We do not charge switching or data egress charges for the exercise of your rights under clauses 7.4 and 13.2. For help beyond self-service export and reasonable cooperation, such as bespoke data transformation, we may charge our then-current rates if agreed in advance in writing, as far as the law allows.

13.4 Unless we agree otherwise in writing, the affected Order Form ends when the switch is completed or, if later, on the date in your Switching Notice. Unless you are terminating under a provision that entitles you to a refund, you remain liable for the Fees for the rest of the current Subscription Term as an early termination charge, as far as the law allows; that charge is not a switching charge.

13.5 Nothing in this clause limits your rights under Regulation (EU) 2023/2854 (the **Data Act**) or an equivalent law that applies to your use of the Services. Where such a law applies, this clause is to be read consistently with it and, where the law gives you a greater right, the law prevails. We keep an online register of the data structures and formats in which exportable Customer Data is made available.

14. Warranties

14.1 **Mutual.** Each party warrants that it has the power and authority to enter into and perform the Agreement, that doing so does not conflict with any other agreement that binds it, and that it will comply with the laws that apply to it in performing the Agreement.

14.2 **Ours.** We warrant that: (a) the Services will perform materially in accordance with the Documentation; (b) the Services, including onboarding, training and other services in an Order Form, will be provided with reasonable skill and care and in accordance with good industry practice; (c) we will use industry-standard measures designed to prevent malicious code from reaching your systems through the Services; (d) we have and will maintain the rights needed to grant the rights in the Agreement; and (e) we will maintain the security measures described in the DPA.

14.3 **Remedy.** If the Services do not conform to clause 14.2(a), you must tell us in writing within 30 days of becoming aware, describing the problem. We will use commercially reasonable efforts, at our expense, to correct it or provide a reasonable workaround. If we have not within 30 days of your notice, or a longer period agreed in writing, you may end the affected Order Form by written notice and we will refund pro rata the prepaid Fees for the rest of its Subscription Term. This clause and the SLA are your exclusive remedies for breach of clause 14.2(a), without affecting your rights under clauses 12.6 and 16.

14.4 **Exclusions.** The warranties in clause 14.2 do not apply to the extent a problem results from use of the Services other than in accordance with the Agreement or the Documentation; from Third-Party Services, Customer Sites, Customer Data, the third-

party platforms and websites described in clause 6, or your own systems and connectivity; from modifications not made by us; or from a Free Trial.

14.5 **Automated results.** The Services perform automated testing, analysis and monitoring, and their results depend on your Customer Sites, your settings and the standards the Services test against, which change over time. Automated analysis is not perfect: the Services may report an issue that is not one (for example, flagging a brand name as a spelling error), miss an issue, or score it differently from a human reviewer. You should review results before acting on them. The Services support, but do not replace, your own compliance processes and judgment, and we do not warrant that results will be accurate, complete or error-free, that using the Services will make any Customer Site comply with any law or standard, or that the Services will identify every issue. The warranty in clause 14.2(a) is that the Services perform materially as described in the Documentation, not that every result is correct.

14.6 **Yours.** You warrant that you have and will maintain the rights, permissions and authorizations described in clauses 4.4, 4.7 and 7.2; that the information you give us about yourself, your billing arrangements and your contacts is accurate and kept up to date; and that you are buying the Services for business purposes and not as a consumer.

14.7 **No other warranties.** Except as expressly set out in the Agreement, all other warranties, conditions and terms, whether implied by statute, common law or otherwise (including satisfactory quality, fitness for a particular purpose, non-infringement and uninterrupted or error-free operation), are excluded as far as the law allows. Nothing in the Agreement excludes a statutory right or guarantee that cannot lawfully be excluded, including those in the Schedule.

14.8 **Your regulatory obligations.** We comply with the laws that apply to us as a software-as-a-service provider. We are not responsible for laws or regulatory requirements that apply to your industry or to you specifically and not to such providers generally (for example, rules for financial services, healthcare or public bodies), unless an Order Form says otherwise. You are responsible for deciding whether the Services suit your regulatory obligations.

15. Indemnities

15.1 **By us.** We will defend you, your Affiliates and your and their officers, directors and employees against any third-party claim that the Services, as provided by us and used

by you in accordance with the Agreement, infringe or misappropriate that third party's Intellectual Property Rights (an **IP Claim**), and will pay the damages and costs finally awarded against you by a court, or agreed by us in settlement.

15.2 **Exclusions.** We have no obligation for an IP Claim to the extent it arises from: Customer Data, Customer Sites or Third-Party Services; a modification of the Services not made by us; combination or use of the Services with anything we did not provide or approve in writing, where the claim would not otherwise have arisen; use in breach of the Agreement, or continued use after we have asked you to stop the allegedly infringing use and offered a non-infringing alternative; continued use of a superseded version after we have made available an update that would have avoided the claim; or AI Output or your use of it (clause 5.4).

15.3 **Our options.** If the Services are, or we reasonably think they are likely to become, the subject of an IP Claim, we may at our option and expense: (a) obtain the right for you to continue using them; (b) modify or replace the affected part so that it is non-infringing without materially reducing functionality; or (c) if neither is achievable on commercially reasonable terms, end the affected Order Form on written notice and refund pro rata the prepaid Fees for the rest of its Subscription Term. This clause states our entire liability and your exclusive remedy for IP Claims.

15.4 **By you.** You will defend us, our Affiliates and our and their officers, directors and employees against any third-party claim arising from Customer Data or Customer Sites (including a claim that our scanning, testing or processing of a Customer Site or Customer Data on your instructions was unauthorized, unlawful or infringing), or from use of the Services by you, your Authorized Users or Clients in breach of the Agreement or the law, and will pay the damages and costs finally awarded against us by a court, or agreed by you in settlement. You have no obligation to the extent a claim arises from our breach of the Agreement or our negligence.

15.5 **Procedure.** The indemnified party will notify the indemnifying party promptly in writing of the claim (late notice relieves the indemnifying party only to the extent it is materially prejudiced), give it sole control of the defense and settlement, and cooperate at its expense. A settlement that imposes an obligation or admission on the indemnified party, other than paying covered amounts or stopping the allegedly infringing activity, needs the indemnified party's consent, not to be unreasonably withheld. The indemnified party may join the defense with its own counsel at its own expense.

16. Limitation of liability

16.1 **Unlimited liabilities.** Nothing in the Agreement excludes or limits either party's liability for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; (c) willful misconduct; (d) infringement or misappropriation of the other party's Intellectual Property Rights, including trade secrets (which, for you, includes use of the Silktide Materials outside the rights the Agreement grants); (e) in your case, payment of the Fees and Taxes properly due; or (f) anything that cannot be excluded or limited by law.

16.2 **Excluded losses.** Subject to clause 16.1, neither party is liable to the other, in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise, for: (a) loss of profits, revenue, business, contracts or anticipated savings, whether direct or indirect; (b) loss of or damage to goodwill or reputation; (c) loss of use or corruption of data, other than loss or corruption of Customer Data caused by a breach of clause 7.6, clause 8 or the DPA; or (d) indirect, special or consequential loss, however arising.

16.3 **Cap.** Subject to clauses 16.1, 16.2 and 16.4, each party's total liability to the other arising out of or in connection with the Agreement, including all Order Forms, in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise, will not exceed the Fees paid and payable by you under the Agreement in the 12 months before the event giving rise to the claim or, if the event occurs in the first 12 months, the Fees payable for those 12 months (the **Cap**). The Cap covers all liabilities together, including for breach of clause 10 and of clause 7.6, clause 8 or the DPA. Where no Fees are payable, including for a Free Trial, we have no liability to you under or in connection with the Agreement, subject only to clause 16.1.

16.4 Clauses 16.2 and 16.3 do not apply to the liabilities in clause 16.1 or to either party's obligations to defend and to pay damages and costs under clause 15.

16.5 **Service credits and Affiliates.** Service credits under the SLA are your sole financial remedy for the service level failures they cover, without affecting your right to terminate under the SLA or clause 12.6. The limits in this clause apply in aggregate to us, our Affiliates and subcontractors, and to you, your Affiliates and Clients; a claim by or for your Affiliate or a Client may be brought only by you.

16.6 The Fees reflect this allocation of risk, and the parties agree that these exclusions and limits are reasonable. Neither party has relied on any statement not set out in the Agreement, without affecting liability for fraud.

17. Insurance

17.1 We will maintain, with reputable insurers, public liability, professional indemnity (technology errors and omissions) and cyber liability insurance appropriate to our obligations under the Agreement, and will provide a certificate of insurance on your reasonable written request, no more than once a year.

18. Suspension

18.1 We may suspend your access, or an Authorized User's access, to all or part of the Services where: (a) undisputed Fees are more than 30 days overdue and we have given at least 10 Business Days' written notice; (b) we reasonably determine that suspension is necessary to prevent or mitigate a security threat, unlawful use or a material breach of the AUP, or to comply with the law or a court or regulator's order; or (c) your use is materially degrading the Services for other customers. We will give as much notice as is reasonably practicable (or notice as soon as possible afterwards), stating the reason, limit the suspension to what is reasonably necessary, and restore access promptly once the cause is resolved. Fees remain payable during a suspension caused by your breach, and suspension does not affect either party's right to terminate.

19. Publicity

19.1 We may name you as a customer, using your name and logo, on our website and in customer lists and marketing materials, in accordance with any brand guidelines you give us. You may withdraw this permission by written notice, and we will stop new uses within 30 days. Case studies, testimonials, press releases and other public statements about your use of the Services or the terms of the Agreement need the prior written approval of both parties.

20. Changes to these documents

20.1 We may update any of these Terms, the DPA, the SLA and the AUP by publishing a new version of it on the Legal Hub showing the date it comes into force.

20.2 The versions that apply to an Order Form under clause 1.3 apply throughout its Initial Term. An updated version applies from the start of a Renewal Term if we have notified your account and billing contacts at least 45 days before the renewal date, which we may do in the renewal reminder under clause 12.2 or in a renewal document, with a link

to the new version; if you do not want it, you may give notice of non-renewal under clause 12.2. An update required by law or a regulator, or that adds features or is otherwise more favorable to you without materially reducing our obligations, takes effect on notice during a Subscription Term. You may adopt the latest version at any time by written notice.

20.3 Otherwise the Agreement may be varied only by Special Terms or a written document signed or electronically accepted by authorized representatives of both parties. Our sales, account management and support personnel cannot vary it in any other way.

21. Assignment and subcontracting

21.1 Neither party may assign or transfer the Agreement without the other's written consent, not to be unreasonably withheld, except that either party may on written notice assign it in its entirety to an Affiliate or to a successor in a merger, acquisition, reorganization or sale of the relevant business or of all or substantially all of its assets, other than to a direct competitor of the other party, if the assignee agrees in writing to be bound.

21.2 We may transfer the Agreement to another Silktide company on at least 30 days' written notice, for example where your billing address moves to a country served by a different Silktide Entity or in an internal reorganization, provided the transfer does not materially reduce your rights or increase your obligations. The law, courts and Schedule terms for the new Silktide Entity apply from the next Renewal Term unless we agree otherwise.

21.3 We may subcontract our obligations under clause 3.6 and engage sub-processors under the DPA, and remain responsible for them.

22. Notices

22.1 **Formal notices.** A notice of breach, termination, non-renewal or dispute, or an indemnity claim, must be in writing and sent: to us, by email to legal@silktide.com or by post to the registered office of your Silktide Entity as shown on the Legal Hub, marked for the Legal team; and to you, by email to the account owner named in your Order Form (or, if none is named, recorded in your account), with a copy to your billing contact for a notice about Fees, or by post to your billing address. Either party may change its notice details by notice.

22.2 **When received.** An email notice is received when sent, unless the sender receives a delivery failure, or at 09:00 on the next Business Day if sent outside business hours in the recipient's location; a posted notice is received when delivery is recorded or, if not, three Business Days after posting within the same country and seven Business Days otherwise.

22.3 **Operational notices.** Invoices, renewal reminders, service notifications and notices of updates under clause 20 may be sent by email to your account and billing contacts or given in the Services. This clause does not apply to the service of legal proceedings.

23. Force majeure

23.1 Neither party is liable for delay or failure in performing its obligations, other than to pay money, to the extent caused by an event beyond its reasonable control, such as natural disaster, epidemic, war, terrorism, civil unrest, government or regulatory action, sanctions, a strike not limited to its own personnel, failure of public utilities or public internet or telecommunications networks, or a cyber attack that industry-standard security could not reasonably have prevented (a **Force Majeure Event**), provided it notifies the other party promptly, mitigates the effects and resumes performance as soon as reasonably practicable. A supplier's failure is a Force Majeure Event only if itself caused by one.

23.2 If a Force Majeure Event prevents a party from performing its material obligations for more than 30 consecutive days, either party may end the affected Order Form by written notice and we will refund pro rata the prepaid Fees for the rest of its Subscription Term.

24. Resolving disputes

24.1 If a dispute arises, either party may give the other written notice describing it, and senior representatives of each party with authority to settle it (for us, our Chief Operating Officer or nominee) will meet, in person or by video, within 10 Business Days and try in good faith to resolve it. If the dispute is not resolved within 30 Business Days of the notice, or a longer period agreed in writing, either party may take it to the courts in clause 25.

24.2 Either party may at any time seek urgent interim or injunctive relief from a competent court, start proceedings to stop a claim becoming time-barred, or, in our case, sue for

Fees that are due and not disputed under clause 11.4. Both parties will keep performing the Agreement while a dispute is resolved, without affecting any right of suspension or termination.

25. Who you contract with, governing law and courts

25.1 **The Silktide Entity.** The Silktide company that contracts with you (the **Silktide Entity**) is the one named in your Order Form. Unless we agree otherwise, it is the entity in the table below for your **Customer Location**, the country of your billing address in the Order Form. We may agree to contract through a different Silktide Entity, for example for procurement, tax or currency reasons, by naming it in the Order Form; the entity named is then the contracting party, and its law, courts and Schedule terms apply regardless of the Customer Location. No other Silktide company is a party to the Agreement or owes you obligations under it, even where it performs for the Silktide Entity as a subcontractor or sub-processor. An update to the table does not change the Silktide Entity for an existing Customer. The registered office of each Silktide Entity is shown on the Legal Hub.

Customer Location	**Silktide Entity**	**Governing law and courts**	**Late payment interest and Business Days**
United Kingdom and Ireland	**Silktide Limited**, registered in England and Wales, company number 04242422	The laws and courts of England and Wales or, for Customers in Ireland, of Ireland	Statutory interest for late payment in commercial transactions under the governing law. Business Days: England

Europe other than the United Kingdom and Ireland, the Middle East and Africa, including the European Union, the European Economic Area, Switzerland and Türkiye	**Silktide ApS**, registered in Denmark, CVR 45514420	For Customers in the European Economic Area or Switzerland, the laws of the Customer Location and the competent courts of the place where the Customer has its registered office; for all other Customers, the laws of Denmark and the Copenhagen City Court (Københavns Byret) at first instance; in each case excluding conflict-of-law rules	Statutory interest for late payment in commercial transactions under the governing law. Business Days: Denmark
Asia-Pacific, including Australia, New Zealand, the Pacific Islands and East, South-East, South and Central Asia	**Silktide Pty Ltd**, registered in Australia, ACN 682 065 765	The laws of New South Wales, Australia, and the courts of New South Wales and the Federal Court of Australia sitting in New South Wales	The Reserve Bank of Australia cash rate target plus 4% a year, calculated daily. Business Days: Sydney
North, Central and South America, the Caribbean and all other countries	**Silktide Inc**, a corporation incorporated in the United States	The laws of the State of Delaware, without regard to its conflict-of-law principles, and the state and federal courts located in Delaware	1.5% a month (18% a year, simple interest), or the maximum rate the law allows if lower. Business Days: Texas

25.2 **Law and courts.** The Agreement, and any dispute or claim (including a non-contractual one) arising out of or in connection with it, is governed by the law in the table for your Silktide Entity, and the courts in the table have exclusive jurisdiction, subject to appeal. Each party waives any objection to those courts on grounds of venue or inconvenient forum, and either party may seek interim or injunctive relief in any competent court and enforce a judgment in any jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply. Where the law of your Customer Location gives you a protection that cannot be excluded by agreement, it applies

despite this choice of law.

25.3 **Country Terms.** The Schedule contains additional terms that apply because of the law of particular countries. Only the section for your Silktide Entity applies to you, and a provision referring to the law of your Customer Location applies only to the extent that law is mandatory.

26. General

26.1 **Entire agreement.** The Agreement is the entire agreement between the parties about its subject matter and supersedes all earlier agreements, proposals and representations about it, without limiting liability for fraud.

26.2 **Waiver and severability.** A failure or delay in exercising a right is not a waiver of it. If a provision is held invalid or unenforceable, it will be modified to the minimum extent needed to make it enforceable or, if that is not possible, severed, and the rest of the Agreement is unaffected.

26.3 **Relationship.** The parties are independent contractors; nothing in the Agreement creates a partnership, joint venture, agency or employment relationship, and neither may bind the other.

26.4 **Third parties, counterparts and signatures.** No one other than the parties may enforce the Agreement, except that the persons indemnified under clause 15 benefit from it through the party that indemnifies them and except as non-excludable law provides; the parties may vary or rescind the Agreement without anyone else’s consent. The Agreement and any Order Form may be signed in counterparts and by electronic signature or acceptance.

26.5 **Sanctions and export controls.** Each party will comply with the export control and sanctions laws that apply to it. You confirm that neither you nor any Affiliate or Client you allow to use the Services is a sanctions target or located in a comprehensively sanctioned country or territory, and you will not allow such persons or territories to access the Services.

26.6 **Anti-bribery.** Each party will comply with the anti-bribery, anti-corruption and modern slavery laws that apply to it, maintain policies designed to ensure compliance, and promptly report to the other any request for an undue advantage made in connection with the Agreement.

26.7 **Language and remedies.** The Agreement is written in English; translations are for convenience and the English version prevails, subject to mandatory law referred to in the Schedule. The rights and remedies in the Agreement are in addition to those provided by law, except where the Agreement says a remedy is exclusive.

Schedule: Country Terms

These terms apply because of the law of particular countries. Only the section for your Silktide Entity applies to you, as clause 25.3 explains; references to clauses are to clauses of these Terms and references to sections are to sections of this Schedule.

1. United Kingdom and Ireland (Silktide Limited)

1.1 **Late payment.** Where the laws of England and Wales govern, interest on overdue amounts and fixed-sum compensation accrue under the Late Payment of Commercial Debts (Interest) Act 1998, which the parties agree is a substantial remedy for late payment; where the laws of Ireland govern, under the European Communities (Late Payment in Commercial Transactions) Regulations 2012.

1.2 **Customers in Ireland.** The laws and courts of Ireland apply as shown in the table in clause 25, and Silktide Limited remains the contracting party. References in this section to statutes of England and Wales apply only where those laws govern.

2. Europe, the Middle East and Africa (Silktide ApS)

2.1 **Late payment.** Where Danish law governs, interest on overdue amounts accrues at the statutory rate under the Danish Interest Act (renteloven), and we may charge the reminder fees and recovery compensation that Danish law permits; where another country’s law governs, interest and compensation accrue at the statutory rates for late payment in commercial transactions under that law.

2.2 **Danish law.** Where Danish law governs, the Danish Sale of Goods Act (købeloven) does not apply to the Agreement, to the extent the law allows. Silktide ApS acts as the representative in the European Union, under Article 27 of the GDPR, of the Silktide companies that are not established in the European Union.

2.3 **Customers in the European Economic Area and Switzerland.** Your own country’s laws and courts apply as shown in the table in clause 25. This does not change the Silktide Entity, the currency of the Fees or the rest of this section, and references in this section to Danish statutes apply only where Danish law governs. Where your country

has more than one system of law, the law of the part in which you have your registered office applies.

3. Asia-Pacific (Silktide Pty Ltd)

3.1 **GST.** Fees exclude GST. Where a supply under the Agreement is a taxable supply for the purposes of the A New Tax System (Goods and Services Tax) Act 1999 (Cth), you will pay us the GST on that supply in addition to the Fees and we will issue a tax invoice. Terms defined in that Act have the same meanings here.

3.2 **Australian Consumer Law.** Where you are a consumer within the meaning of the Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010 (Cth)), the following statement is included as that law requires: “Our services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled to cancel your service contract with us, and to a refund for the unused portion, or to compensation for its reduced value. You are also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure you are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract.” Nothing in the Agreement excludes, restricts or modifies any guarantee, right or remedy under the Australian Consumer Law or any other law that cannot lawfully be excluded, restricted or modified. To the extent section 64A of the Australian Consumer Law permits, where the Services are not of a kind ordinarily acquired for personal, domestic or household use or consumption, our liability for a failure to comply with a consumer guarantee is limited, at our option, to supplying the Services again or paying the cost of having them supplied again.

3.3 **Customers in New Zealand.** You acknowledge that you are acquiring the Services for the purposes of a business and agree that the Consumer Guarantees Act 1993 does not apply to the Agreement, as section 43 of that Act permits, and that, to the extent section 5D of the Fair Trading Act 1986 permits, sections 9, 12A, 13 and 14(1) of that Act do not apply.

4. The Americas and all other countries (Silktide Inc)

4.1 **Governing law and jury trial.** The Uniform Computer Information Transactions Act does not apply. As far as the law permits, each party knowingly and voluntarily waives any right to a jury trial in any dispute arising out of or relating to the Agreement or the

Services.

4.2 **Public sector Customers.** If you are a federal, state, local or tribal government entity or a public educational institution in the United States and the law prohibits you from agreeing to the governing law or courts in the table in clause 25, then to that extent disputes will be resolved in the courts having jurisdiction under the law that binds you, the Agreement is governed by the laws of your State (or, for a federal entity, federal law), and clause 1.6 applies to any other provision you cannot agree to.

4.3 **Health information.** The Services are not designed for protected health information, and Silktide Inc is not your business associate under HIPAA unless a separate business associate agreement is signed.

4.4 **Customers in Canada.** For the purposes of the Interest Act (Canada), the rate of interest on late payment is 18% a year, calculated on a simple basis. If you are located in Quebec, we will provide French versions of the standard Agreement documents on request before you accept the Agreement; where you choose the English versions, the parties confirm their express wish that the Agreement and all related documents be drawn up in English. Les parties confirment leur volonté expresse que la présente convention ainsi que tous les documents qui s’y rattachent soient rédigés en anglais.

4.5 **US Government end users.** The Services, the Client Software and the Documentation are “commercial products”, “commercial computer software” and “commercial computer software documentation” under FAR 2.101 and 12.212 and DFARS 227.7202. If you are, or are acquiring the Services for, an agency of the United States Government, the Services are provided with only the rights set out in the Agreement, in accordance with FAR 12.212 and DFARS 227.7202-1 to 227.7202-4.