

General terms and conditions for enterprise customers

Frontify AG, Version: October 2026

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1. Scope of application

These general terms and conditions (the “**GTC**”), and any other policies of Frontify incorporated by reference into a validly executed agreement between Customer and Frontify, govern the contractual relationship between the Parties in connection with the provision of software for use via the Internet (Software-as-a-Service) by Frontify. Together, the agreement and these GTC, along with all documents incorporated therein by reference, form the entire agreement between the Parties (the “**Agreement**”).

Any additional Customer terms — including but not limited to policies, click-and-accept terms, terms and conditions required by Customer to be accepted as part of a vendor onboarding process, or any other similar documents, which are either contained in or referred to in a Customer’s purchase order or Customer portals — will not be binding on Frontify and shall not apply to the contractual relationship between Customer and Frontify unless explicitly incorporated in the Agreement or mutually agreed upon in writing by the Parties. These GTC shall prevail over any such terms.

Customer’s Affiliates may either (i) receive Frontify Services under the Agreement signed between Customer and Frontify, in which case Customer is and will be responsible for such Affiliates’ compliance with the terms of the Agreement; or (ii) execute independent order forms governed by the same terms and conditions as the original Agreement signed between Frontify and Customer. If Customer’s Affiliate executes an independent order form with Frontify, this shall constitute a separate and independent new agreement between Frontify and that Customer’s Affiliate. Any actions taken or initiated under an agreement with a Customer’s Affiliate shall not affect the validity of the Agreement between Frontify and Customer or any agreement entered into between Frontify and any other Affiliate of Customer.

2. Definitions

The following capitalized terms shall have the meaning given to them in this section. Any other capitalized term not included in this section or any other section of these GTC shall have the meaning given to it in the respective document that references these GTC. For clarity, any reference to the singular includes the plural, and every reference to one gender includes all genders.

“**Acceptable Use**” means that Customer is entitled to use the Frontify Services exclusively for its own internal business purpose, meaning managing and maintaining a

consistent brand identity across all its teams and channels and strictly in accordance with section 4.2 of these GTC (“**Acceptable Use Policy**”).

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “**Control**”, for purposes of this definition, means direct or indirect ownership or control of more than fifty percent (50 %) of the voting interests of the subject entity, or otherwise having the power to govern the financial and the operating policies or to appoint the management of the subject entity.

“**API**” means the Application Programming Interface of Frontify.

“**Basic Period**” means the initial subscription term for which the Agreement is concluded (e.g., twelve (12), twenty-four (24), or thirty-six (36) months).

“**CDN**” means the Content Delivery Network of Frontify.

“**Connectivity Features**” means, individually or collectively, the API, the CDN and the MCP.

“**Customer**” means the legal entity entering into the Agreement with Frontify.

“**Customer Data**” means all data and content of Customer that are uploaded by the Users to the Frontify Services and/or created and/or generated using the Frontify Platform, including but not limited to any content, metadata, logos, fonts, videos, documents, or icons, but excluding data or assets of Frontify.

“**Customer Hub**” is a centralized online portal where Customer can access Documentation pertaining to it’s subscription, such as onboarding and product materials, training resources, usage analytics, and post-onboarding support materials, as well as manage their individual accounts and submit support cases.

“**Developer Platform**” means the platform provided by Frontify, where authorized users (“**Developers**”) have access to different developer tools and services to build software applications, content blocks, themes, or other components (“**Extensions**”) that connect with Frontify in order to automate, manage, enhance, or extend the functionality and content experience of the Frontify Platform.

“**Documentation**” means manuals, instructions, and other documents or materials provided by Frontify and made available to Customer describing the functionality, components, features, or requirements of the Frontify Services. Documentation may be updated from time to time.

“Extension Period” means any subscription term following the end of the Basic Period for which the Agreement is renewed.

“Fees” means the subscription fees owed and paid by Customer to Frontify during the entire Subscription Term. The Fees may, in particular, comprise a one-time set-up, migration and configuration fee, if applicable, a fixed monthly basic fee (e.g., for products purchased, support, hosting, and maintenance services), and a usage fee depending on the Usage Units purchased by Customer.

“Force Majeure” means an unforeseeable event beyond the control of Frontify that cannot be remedied or avoided by the exercise of reasonable diligence, including without limitation: (i) acts of God; (ii) acts of government; (iii) earthquakes; (iv) pandemics; (v) civil unrest; (vi) acts of terror; (vii) strikes; (viii) computer, telecommunications, internet service provider, or hosting facility failures; and/or (ix) delays involving hardware, software, or power systems, denial of service attacks, cyberattacks or other malicious third-party activities, not within Frontify possession or reasonable control.

“Frontify” means Frontify AG, Switzerland.

“Frontify Platform” means the multi-tenant SaaS Cloud solution supplied by Frontify to Customer for use via the Internet, namely the all-in-one web-based brand management software licensed by Frontify.

“Frontify Services” means the services offered by Frontify and purchased by Customer, both currently and in the future, including the subscription to the Frontify Platform.

“Implementation Services” means assisting Customer through technical and strategic support in the implementation of the Frontify Platform. These services may include, but are not limited to the migration of guidelines and/or assets, platform configuration, and project coordination.

“Marketplace” means the central distribution hub that offers different web-based, on-demand applications, downloadable software applications, or integrations, developed either by Frontify or by third parties, which can interoperate and are compatible with the Frontify Services (the **“Marketplace Products”**), allowing authorized Users to partially personalize and enhance the experience of using the Frontify Platform.

“Material Modification” means a modification to the Frontify Platform that has a substantial negative impact on the core functionality or usability of all or part of the Frontify Services purchased by Customer, including the removal of a functionality from Frontify’s product catalog.

“MCP” means the Model Context Protocol of Frontify.

“Monthly Active Users” (“MAU”) means the number of Users who have accessed the Frontify Platform at least once in a calendar month whether directly through the Frontify Platform, through the MCP or through any other supported OAuth-authenticated integration. Each User is counted only once per calendar month, regardless of the means or number of times such User accesses the Frontify Platform.

“Offer” means the commercial arrangement between Frontify and Customer providing details of the services and products purchased, including the relevant Fees. The Offer constitutes an integral part of the Agreement.

“Party” means Frontify or Customer taken individually, whereas **“Parties”** means Frontify and Customer taken collectively.

“Personnel” means the employees, independent contractors, agents, or subcontractors of Customer and/or its Affiliates and/or of Frontify, and any other third party engaged by either Party and/or its Affiliates.

“Sensitive Personal Data” means the categories of sensitive personal data as defined in Art. 9 GDPR and any other applicable data protection legislation, even in cases such legislation uses a different terminology that encompasses a meaning substantially similar to that of Sensitive Personal Data as defined in the GDPR, including but not limited to any personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic and/or biometric data for the purpose of uniquely identifying a natural person, data concerning health, or data concerning a natural person’s sex life or sexual orientation.

“Service Level Agreement” (“SLA”) means the valid version of the Service Level Agreement between Frontify and Customer, which forms an integral part of the Agreement. The SLA lays down obligations related to the technical performance and availability of the Frontify Platform and related technical support.

“Service Level Package” means the applicable technical support service package made available to Customer under the SLA.

“Subscription Term” means, collectively, the Basic Period as specified in the Agreement and each subsequent Extension Period, if any.

“Third-Party Applications” means independent third-party software applications, extensions, tools, connectors, integrations, or other functionalities not developed or licensed by Frontify, that are compatible and/or interoperate with the Frontify

Services, and that Customer can enable to enhance the experience and functionality of the Frontify Platform.

“Third-Party Products and Services” means i) Third-Party Applications; and ii) any Implementation Services performed by a third party. Providers of Third-Party Products and Services are not subcontractors of Frontify.

“Usage Units” means the portion of the Offer that can vary during the Subscription Term, depending on the needs and/or actual usage of Customer (e.g., MAU, Storage, and Connectivity Features).

“User” means the natural person authorized by Customer to use the Frontify Services and who has created an account and obtained the credentials to access the Frontify Platform. Users may include but are not limited to Customer Personnel.

3. Services provided by Frontify

3.1. Scope of Frontify Services

Frontify shall make the Frontify Services outlined in the Agreement available to the Customer and its Affiliates during the Subscription Term. The scope of the Frontify Services is limited to the functionalities and usage volumes specified in the Offer.

The Frontify Services include access to the Frontify Platform via the Internet and the provision of related functionalities and services as set out in the Agreement. The Frontify Platform shall be operated by Frontify using the infrastructure of a trusted cloud hosting provider. Customer shall be responsible for the internet connection to access and use the Frontify Services and ensure that the hardware and software required for this purpose are in place (e.g., computer or mobile devices, network connection, and browser).

3.2. Connectivity Features

For the duration of the Agreement, Frontify grants Customer and its Affiliates a limited, non-exclusive, non-assignable, non-transferable, revocable license to access and use the Connectivity Features and to build integrations between them, the Frontify Services, and Third-Party Products and Services to enhance Customer’s experience in using the Frontify Services. This license is subject to the usage limitations set forth in the Offer. Customer shall ensure that any use of the Connectivity Features is secure and does not result in unauthorized access, data breaches, or other violations of statutory laws.

3.3. Marketplace and Developer Platform

The Marketplace and the Developer Platform are available to Customer directly within the Frontify Platform without requiring any proactive activation process. The decision to access and use the Marketplace and/or the Developer Platform is a prerogative of Customer. Access and use of the Marketplace and/or the Developer Platform is subject to the acceptance of their respective terms and conditions of use.

Frontify shall make reasonable efforts to allow all Users to identify the seller and/or developer of each Marketplace Product available in the Marketplace. In case Marketplace Products are Third-Party Applications — without limiting the disclaimers, restrictions, or other provisions in these terms — the order and usage of Marketplace Products shall be subject to additional license or subscription terms, privacy policies, and other applicable terms of the provider, which Customer agrees to be bound by when installing or using any Marketplace Product.

4. Use of the Frontify Services

4.1. Right of Use

For the entire duration of the Agreement, Frontify shall provide to Customer and its Affiliates a limited, worldwide, non-exclusive, non-transferable right to access, use, and benefit from the Frontify Services, in accordance with the provisions of the Agreement (“**Right of Use**”). Customer and its Affiliates are not entitled to further rights associated with the Frontify Services, such as ownership, copyright, patent, trademark, or other usage rights or license not explicitly granted under the Agreement.

The Right of Use is limited to the amount of Usage Units and the portion of the Frontify Services to which the Customer has subscribed to in the Agreement. Any sub-licensing or further licensing of the Frontify Platform to third parties that are not Affiliates is prohibited without Frontify’s prior written consent.

Customer has no right to a copy or a backup copy of the source code of the Frontify Platform. All rights in the Frontify Services over and above the Right of Use defined under the Agreement remain entirely with Frontify.

4.2. Acceptable Use Policy

Customer and its Affiliates shall be solely responsible for the accuracy, integrity, and legality of Customer Data, including but not limited to maintaining and updating Customer Data uploaded, generated, and made available on the Frontify Platform, and for the use of the Frontify Services by any User, as follows:

1. Each User shall use the Frontify Services exclusively within the scope of this Acceptable Use Policy and strictly in accordance with the terms of the Agreement, and shall not permit access to the Frontify Platform to third parties. Each User is assigned unique login credentials that grant the User access to the Frontify Services. It is explicitly prohibited for a User to share or otherwise make accessible its login credentials to third parties.
2. Users shall not, directly, indirectly or through any third party (i) reverse- engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, know-how, or algorithms relevant to operate the Frontify Platform or any software, Documentation, or data related to the Frontify Services; (ii) access or use the Frontify Services for purposes of competitive analysis or development; (iii) copy, modify, translate, or create derivative works based on the specifications of the Frontify Platform (except to the extent expressly permitted by Frontify or authorized within the Frontify Services); (iv) remove, delete, alter, or obscure any proprietary notices or labels; (v) damage, disrupt, or impede the performance of the Frontify Services or of any Third-Party Applications in whole or in part; (vi) attempt (a) to probe, scan, penetrate, or test the vulnerability of the Frontify Platform or networks; (b) bypass or breach any security measures implemented by Frontify, whether by passive or intrusive techniques; or (c) conduct any security or malware scanning on or using the Frontify Services or any Third-Party Application without Frontify's prior written consent; (vii) use the Frontify Services for phishing, fraud, impersonation, spamming, or any other deceptive, unlawful or harmful activities or to facilitate such activities; (viii) misuse the Frontify Services or its resources (e.g., CPU, memory, storage, or bandwidth), for any activity that could result in denial-of-service or otherwise impair the availability, integrity, confidentiality, or performance of the Frontify Services, including but not limited to scraping, bulk or automated data extraction, excessive API requests, bot activity, or any other substantially similar activity; (ix) attempt to gain unauthorized access, including through account takeover attempts (e.g., impersonation, or any unauthorized use of another User's account); and/or (x) use the Frontify Services in violation of any applicable laws or regulations.
3. Users shall abstain from uploading, transmitting, supporting, storing, inciting, promoting, or otherwise making available on the Frontify Platform (i) any Customer Data that is or could reasonably be viewed as unlawful (including the infringement of third parties' intellectual property rights), racist, hostile, violent, discriminatory

(including relating to race, religion, sex, sexual orientation, age, disability, ancestry, or national origin), harmful, harassing, defamatory, vulgar, obscene, or otherwise objectionable; (ii) any Customer Data which contains libelous material, harmful code, software viruses, worms, Trojan horses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of the Frontify Services; or (iii) any Sensitive Personal Data.

In the event of a violation of this clause by Customer or any third party engaged by Customer, Frontify may, to the extent reasonably necessary to protect the Frontify Services or other customers, temporarily suspend the affected User's access to the Frontify Services or remove the affected Customer Data. Where reasonably practicable, Frontify will provide prior notice of such measures and will limit any suspension or removal to the minimum scope and duration necessary to address the violation. Where Frontify reasonably determines that such a violation occurred without malicious intent and has been fully remedied, Frontify may restore User's access to the Frontify Services.

5. Operation

5.1. Availability

Frontify shall use commercially reasonable efforts in accordance with industry standards for comparable services to make the Frontify Platform available with as little interruption as possible. Frontify cannot guarantee the availability of the Frontify Platform at all times and/or the absence of any other disruptions and interruptions to the functioning of the Frontify Platform. Frontify shall perform the Frontify Services in accordance with the applicable Service Level Package.

Customer may notify Frontify of any disruptions to the Frontify Platform and provide information and details regarding the circumstances of the issue. Frontify shall remedy such disruption in accordance with the resolution time in the applicable Service Level Package. Frontify is entitled to circumvent the disruption to the Frontify Platform by means of a workaround solution if the cause of the disruption itself is only to be remedied with inappropriate expenses and the usability of the Frontify Services under this workaround solution is not significantly negatively affected.

5.2. R&D, feedback, and analytics

Customer acknowledges and agrees that in the course of the Agreement, Frontify may invite Customer or its Users to participate in surveys and/or research and development activities (e.g., user interviews, usability tests, and other research

activities). Participation in such activities is voluntary and subject to participants' consent.

Customer and Users may provide feedback to Frontify about the Frontify Services, including but not limited to technical support input, suggestions, or enhancement requests ("**Feedback**").

Frontify may also collect technical and usage data relating to the use, performance, and operation of the Frontify Services, provided that such data is used in aggregated or anonymized form.

Frontify shall have the right to use the results of the surveys, the research and development activities, Feedback, and technical and usage data for (i) security and operations management; (ii) the improvement of the Frontify Services; and (iii) research and development purposes or other business purposes. With Customer's prior consent, survey results, Feedback, and usage analytics data can be used by Frontify in a de-anonymized form.

Users can manage their individual consent preferences through the user management dashboard of the Frontify Platform. Customer can also withdraw consent to participate in research and development activities and/or surveys at any time by contacting support services at Frontify.

5.3. Beta Services

Upon Customer's prior consent, Frontify may provide Customer with access to "alpha," "beta," or other "early-stage" Frontify Services (collectively, "**Beta Services**"). Use of the Beta Services is optional. The Beta Services are not generally available and may contain bugs, errors, defects, or harmful components. Beta Services are provided "as is" and Frontify does not provide any indemnities, security commitments, service level commitments, or warranties, express or implied, including warranties of merchantability, title, non-infringement, and fitness for a particular purpose, in relation to the Beta Services. Frontify shall have no liability for any harm or damage arising out of or in connection with the Beta Services. Beta Services may be subject to additional terms which may supplement, but do not supersede the terms of the Agreement. Customer or Frontify may modify, limit, or terminate Customer's access to Beta Services at any time. The Beta Services, including without limitation Customer's assessment or feedback of any Beta Services, shall be treated as Confidential Information.

5.4. Artificial Intelligence (“AI”)

Frontify may grant access to AI Features (as defined in the AI Addendum) as part of the Frontify Services. Customer remains free to disable AI Features via the Frontify Platform, at Customer’s discretion. The use of AI Features is governed by the DPA and the AI Addendum, which forms an integral part of the Agreement. Customer remains responsible for ensuring that its use of AI Features complies with applicable laws and regulations in the country in which Customer accesses and uses the Frontify Platform.

5.5. Changes to the Frontify Platform

Customer acknowledges that the Frontify Platform is subject to continuous improvement and lifecycle management. Frontify may modify the Frontify Platform to adapt it to technical or commercial market changes, to include or disable features, to improve Customer’s experience, and for good cause. In particular, good cause may include but is not limited to: (i) a necessary adaptation as a consequence of regulatory or statutory changes; (ii) changes to technical framework conditions (e.g., new browser versions); (iii) security measures; or (iv) further development of the Frontify Platform. If a modification constitutes a Material Modification, Frontify shall make commercially reasonable efforts to inform Customer in due time.

6. Support

6.1. Customer Support

As an integral part of the Frontify Services, Frontify shall provide Customer with access to its dedicated Customer Hub and online support through a dedicated Customer Success Team.

Frontify will provide Customer with access to an onboarding plan via the Customer Hub with the purpose of guiding and educating Users on the functionalities of the Frontify Platform. The onboarding plan will include access to Documentation and online training for guidance through the configuration, adoption, and implementation of the Frontify Platform. Customer remains responsible for ensuring the timely and successful deployment of the Frontify Platform through its configuration, implementation, and adoption.

Customer support hours are during working hours from Monday to Friday between 8:30 AM and 5:30 PM: (i) Central European Time (CET), excluding public holidays of St. Gallen, Switzerland; (ii) Eastern Standard Time (EST), excluding public holidays of New York, USA; and (iii) Greenwich Mean Time (GMT), excluding public holidays of London,

United Kingdom, depending on the location of the Customer Success Team. Inquiries received outside of these support times shall be regarded as received on the following business day.

6.2. Technical Support

Frontify shall provide technical support to Customer in accordance with the standards of the SLA and the applicable Service Level Package agreed in the Offer.

Frontify shall respond to and resolve technical support requests within the response and resolution times set out in the applicable Service Level Package and shall ensure that the Frontify Platform meets the Expected Uptime (as defined in the SLA).

Issues arising from Customer's systems, Third-Party Products and Services, or any use of the Frontify Platform in violation of the Acceptable Use Policy are outside of the scope of the technical support.

6.3. Implementation Services

Upon Customer's request, Frontify may provide Implementation Services at its full discretion. Such services may be provided either (i) by Frontify as part of the Frontify Services or (ii) by an independent third-party service provider that Frontify may identify and introduce to Customer (as detailed in section 7.2.1).

7. Involvement of third parties

7.1. Engagement of subcontractors

Frontify may engage third-party subcontractors for the purpose of meeting its contractual obligations toward Customer, including but not limited to hosting services. Frontify shall be liable for its subcontractors' conduct as far as legally permissible, but only to the extent that Frontify would be liable for its own conduct in accordance with the terms of these GTC. Frontify makes no representation or warranty and waives any liability in relation to any adverse impact on the usability of the Frontify Services that may arise from a request by Customer to disable certain functionalities provided by subcontractors.

7.2. Third-Party Products and Services

7.2.1 Implementation Services provided by third parties

In case of the provision of the Implementation Services by a third-party provider, Customer acknowledges that such third-party provider is not a subcontractor of Frontify. Customer shall be solely responsible for entering into any necessary contractual arrangements with such third-party service provider and bearing all associated expenses related to the Implementation Services provided.

Other than in connection with Implementation Services performed by Frontify, Frontify does not assume any responsibilities and waives any warranty for the Implementation Services performed by third parties, including any adverse impact on the usability of the Frontify Platform.

By requesting Implementation Services, Customer is instructing Frontify to share relevant Customer Data with the selected third-party service provider of Implementation Services to the extent necessary to facilitate the provision of the Implementation Services. Customer is responsible for ensuring that any such instruction is compliant with its confidentiality obligations and applicable data protection laws.

7.2.2 Third-Party Applications

Customer's use of Third-Party Applications shall be governed solely by the terms and conditions applicable to such Third-Party Applications, as agreed between Customer and the Third-Party Applications provider. Frontify does not warrant, endorse, or support Third-Party Applications, is not responsible for them, and disclaims all liability with respect to them, including their data privacy practices, data security processes, and other policies. Customer is solely responsible for ensuring it has the necessary rights and permissions to integrate or connect Frontify Services with any Third-Party Applications or tools.

Customer may enable integrations between the Frontify Services and Third-Party Applications (each, an "**Integration**"). By enabling an Integration, Customer is instructing Frontify to share any information or data provided to Frontify by or on behalf of Customer in connection with the Frontify Services, which is necessary to facilitate the Integration. Customer remains responsible for providing all instructions to any Third-Party Applications provider relating to the Customer's Data or information.

8. Fees and payment terms

8.1. Fees and invoicing

For the use of the Frontify Services during the entire duration of the Agreement, Customer shall owe Frontify the Fees, which shall be paid in advance in accordance with the terms of the Agreement. Customer shall provide Frontify with complete and accurate billing contact information, including a valid email address, and inform Frontify of any specific invoicing requirement (e.g., need for a purchase order or use of a vendor portal) prior to the beginning of any Basic Period or any Extension Period. Delay to provide such information shall not affect or suspend Customer's payment obligations. For the avoidance of doubt, any general terms and conditions included or referenced in a purchase order shall not apply.

Frontify's undisputed invoices shall be due for payment with a payment term of thirty (30) days strictly net from the invoice date.

Unless otherwise specified in the Agreement, all Fees are non-refundable, and no refunds shall be issued for Customer's partial use or non-use of the Frontify Services. Any awarded discount only applies to the Basic or Extension Period it references, if not otherwise specified. Frontify reserves the right to adjust the Fees at the beginning of each Extension Period.

Any inquiries about the Fees or a specific invoice shall be addressed either to the relevant Customer Success Manager or to billing@frontify.com.

8.2. Increase or decrease of Frontify Services

Customer may purchase additional Frontify Services at any time during the Subscription Term by contacting its dedicated Customer Success Team or, if available, using the in-app purchase option in the Frontify Platform. Any such additional Frontify Services shall be invoiced at the time of purchase on a pro rata basis and in accordance with Frontify's price list applicable at that time, unless otherwise agreed in the Offer.

A reduction of Frontify Services is possible with effect as of the end of the Basic Period or any applicable Extension Period, unless otherwise agreed by Frontify. Any such reduction is subject to the same notice period and process as termination in accordance with section 17.1.

8.3. Increase and decrease of Usage Units

Usage Units may vary during the Subscription Term depending on Customer's needs and/or actual usage. Where usage information is made available by Frontify through the Frontify Services or otherwise, Customer is responsible for monitoring its actual usage via the Frontify Services and ensuring that it remains within the purchased limits. Notwithstanding Customer's monitoring obligations, Frontify may notify Customer of any excess usage at any time. Customer can increase its purchased Usage Units at any time during the Subscription Term by contacting its dedicated Customer Success Team or, if available, using the in-app purchase option in the Frontify Platform.

In the event that Customer's usage exceeds the contracted Usage Units, Customer shall either (i) purchase additional Usage Units or (ii) reduce its usage to remain within the contracted limits. Provided Customer has not purchased additional capacity nor has reduced its usage to remain within its purchased limits, Frontify may automatically bill Customer in proportion with the overusage in accordance with Frontify's price list applicable at that time, unless otherwise agreed in the Offer. Such additional Fees shall be invoiced on a pro rata basis for the remainder of the Subscription Term.

For Connectivity Features, if Customer exceeds applicable limits and does not purchase additional capacity or reduce usage within the period specified by Frontify, Frontify may take other corrective action in addition to invoicing the corresponding additional Fees for overusage. Such corrective action might include throttling the bandwidth of the API or CDN, temporarily suspending access to the relevant Connectivity Feature or, in the absence of any other available option, terminating the Customer's license to the relevant Connectivity Feature. Frontify shall promptly restore access to the relevant Connectivity Feature once the reason for the default ceases.

A reduction of Usage Units is possible with effect as of the end of the Basic Period or any applicable Extension Period, unless otherwise agreed between the Parties. Any such reduction is subject to the same notice period and process as termination in accordance with section 17.1.

8.4. Billing Dispute

Any good-faith dispute regarding Fees ("**Billing Dispute**") or any matter related to invoices must be raised in writing within fifteen (15) days of the invoice date, stating the reasons, type, and amount of disputed Fees, otherwise the invoice shall be deemed accepted. Customer shall cooperate with Frontify to promptly address and

resolve any Billing Dispute. In case of a Billing Dispute, the Customer shall not be relieved from the payment obligation of any undisputed amounts of the Fees.

8.5. Payment default

Customer shall be in default after the expiration of the payment term, without further ado. Frontify is entitled to apply a default interest rate in the amount of five percent (5 %) p.a., calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law.

Except for Fees subject to a reasonable Billing Dispute, if an invoice remains unpaid for more than twenty (20) days after the expiry of the initial payment term and Frontify has provided at least an additional ten (10) days' written notice to Customer, Frontify may suspend access to the Frontify Platform until such payment deficiency is resolved and/or extraordinarily terminate the Agreement without liability to Customer. Frontify shall promptly restore access once the reason for the default ceases. The rights set out in this section are in addition to, and not in lieu of, any other rights or remedies available to Frontify under the Agreement or applicable law. Any suspension shall not relieve Customer of its obligation to pay all undisputed Fees accrued up to or during the suspension period.

8.6. Taxes

The Fees do not include any taxes, such as local, state, provincial, federal, or foreign taxes, withholding taxes, levies, duties, or similar governmental assessments of any nature, including but not limited to value-added taxes, excise, use, goods and services taxes, consumption taxes, or similar taxes (collectively "**Taxes**"). If applicable, Customer is responsible for all Taxes other than any taxes imposed on Frontify's income.

If Customer is located in Switzerland or in a U.S. state where Frontify is registered for sales tax purposes, Frontify will remit the applicable value-added tax (VAT) or sales tax directly to the relevant tax authority. In such cases, Customer agrees to pay the corresponding VAT or sales tax amount to Frontify in addition to the agreed fees.

If Customer is located outside Switzerland or any U.S. state where Frontify is registered for sales tax purposes, and if applicable under local tax regulations, the reverse charge mechanism shall apply. In such cases, Customer is responsible for self-assessing and paying any applicable VAT or similar taxes in accordance with local tax laws. If Frontify is required to pay any Taxes attributable to Customer, Frontify may invoice Customer for such Taxes.

9. Intellectual property

9.1. Intellectual property of Customer

Customer shall own and retain all right, title, and interest in and to Customer Data uploaded into the Frontify Platform, as well as any other Customer Data created or developed in connection with the use of the Frontify Platform by Customer and its Users. This paragraph shall survive any termination or expiration of the Agreement.

For the entire duration of the Agreement, including for the provision of post-termination assistance services, if any, Customer grants Frontify a non-exclusive, worldwide, royalty-free, non-transferable, irrevocable right to use Customer Data as necessary to enforce its rights under the Agreement and to perform the Frontify Services and all related obligations, including but not limited to (i) delivering, monitoring, enhancing, and improving the Frontify Services in accordance with this Agreement, (ii) to enforce security measures; or (iii) where required or authorized by law or requested as part of an inquiry of a governmental or supervisory authority.

9.2. Intellectual property of Frontify

Frontify shall own and retain all right, title, and interest, including any intellectual property rights, without limitation, in and to (i) the Frontify Services; (ii) any software, applications, inventions, or other technology developed in connection with the Frontify Services; (iii) the name, logo, or other marks of Frontify ("**Frontify Marks**"); (iv) all Documentation; and (v) all modifications, enhancements, improvements, derivative works, and upgrades related to any of the foregoing. For the avoidance of doubt, the intellectual property of Frontify shall not include any Customer Data.

Customer agrees that it will not use or register any mark, business name, domain name, or social media account name, which incorporates in whole or in part the Frontify Marks.

This section shall survive any termination or expiration of the Agreement.

10. Security

Frontify maintains a comprehensive information security program designed to protect the confidentiality, integrity, and availability of the Frontify Platform. Such a program includes appropriate technical and organizational measures, ongoing assessments, and cross-functional governance aligned with industry standards, including but not limited to compliance with ISO 27001, SOC 2 Type II and applicable laws.

Frontify shall engage external auditors to verify the adequacy of its security measures. Such audits shall cumulatively (a) be performed at least annually in the light of the ISO 27001 standards or any alternative standards that are substantially equivalent to ISO 27001; (b) be performed by independent third-party security professionals at Frontify's selection and expense; and (c) result in the generation of an audit report ("**Report**"), which shall be considered Confidential Information of Frontify. Upon Customer's written request, Frontify shall provide a copy of the Report. Furthermore, Frontify conducts regular, state-of-the-art penetration tests through an independent third-party provider. Summary results can be shared with Customer upon request, subject to confidentiality obligations. Additional information on Frontify's security measures can be found in [Frontify's Trust Center](#).

Any inquiry pertaining to the security systems and technical and organizational measures of Frontify shall be addressed to the Customer Success Team or to security@frontify.com.

11. Data protection

Each Party shall comply with its respective statutory and regulatory data protection obligations in the use and processing of personal data. Frontify's collection, use, disclosure, and processing of Customer Data that contains personal data ("Customer Personal Data") is subject to these GTC, the [Data Processing Agreement](#), and our [Privacy Notice](#). By entering into this Agreement, Customer instructs Frontify to process Customer Personal Data exclusively to fulfill its contractual obligations to provide the Frontify Services, including relevant technical and security support. Frontify shall not sell any Customer Personal Data to third parties.

12. Publicity

For the entire duration of the Agreement, Customer grants Frontify a non-exclusive, worldwide, royalty-free, and non-transferable right to use Customer's name and logo and visual representation of the Customer's public use of the Frontify Platform (i.e., any publicly accessible brand portal) for marketing and sales purposes in accordance with Customer's brand guidelines.

Frontify shall only use Customer's name and logo for its own marketing and sales activities and will under no circumstances sell Customer Data to third parties for its

marketing purposes. Any further reference rights agreed between Customer and Frontify shall be specified in the Agreement.

13. Indemnification

13.1. Customer's indemnification

Customer shall defend, indemnify, and hold harmless Frontify, its Affiliates, and its subcontractors against any and all damages, losses, liabilities, settlements, and expenses (including reasonable legal expenses and attorneys' fees) suffered or incurred in connection with any third-party claim or action that might arise from (i) the unlawful use of the Frontify Services by Customer, its Affiliates and/or, with the consent of Customer, by third parties; (ii) any actual or alleged breach of data protection laws or intellectual property rights by Customer or its Affiliates; or (iii) other legal disputes associated with the use of the Frontify Services by Customer or its Affiliates and/or, with the consent of Customer, by third parties, contrary to the Acceptable Use or in breach of the terms of the Agreement.

In the assertion of relevant third-party claims associated with any of the above-mentioned indemnification obligations ("**Claims**"), Frontify shall notify Customer in writing without delay and shall give Customer reasonable assistance and the opportunity to assume sole control over defense and settlement of the same. Customer will not be responsible for any settlement it does not approve in writing.

In the event Frontify determines or reasonably suspects that a Claim may be well grounded, Frontify is entitled, in its sole discretion, to suspend access to the Frontify Platform for Customer and its Users with prior written notice (email sufficing) only to the extent reasonably necessary to prevent or mitigate ongoing infringement, security risks, legal exposure, or other material harm. Frontify will restore access to the Frontify Platform immediately after (i) the Claim has been resolved, (ii) Customer or its Affiliates have stopped the unlawful use of the Frontify Services, or (iii) the grounds for suspicion have ceased to exist. Any compensation claims against and liability of Frontify asserted by Customer as a result of the suspension of the Frontify Platform are excluded.

Any indemnity obligations set out in this section shall be subject to, and form part of, the overall limitation of liability in this Agreement.

13.2. Frontify's indemnification

Frontify shall defend, indemnify, and hold harmless Customer or its Affiliates against any and all damages, losses, liabilities, settlements, and expenses (including reasonable legal expenses and attorneys' fees) suffered or incurred in connection with any third-party claim or action that might arise from (i) infringement by the Frontify Services of any intellectual property right of Customer or its Affiliates, including but not limited to any patent or any copyright; and/or (ii) a breach of its obligations under the DPA; and/or (iii) a breach of its confidentiality obligations under the Agreement, provided Frontify is promptly notified of any and all threats, claims, and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement. Frontify will not be responsible for any settlement it does not approve in writing. Any indemnity obligations set out in this section shall be subject to, and form part of, the overall limitation of liability in this Agreement.

The foregoing obligations shall not apply with respect to portions or components of the Frontify Services (i) not supplied directly by Frontify, including but not limited to any Third-Party Products and Services; (ii) made in whole or in part in accordance with Customer specifications; (iii) modified by Customer, Customer's Affiliate, or Customer's Personnel after delivery by Frontify; (iv) combined with other products, processes, or materials including Third-Party Applications, where the alleged infringement relates to such combination and/or is caused by the Third-Party Application; (v) where Customer, its Affiliates and/or, with the consent of Customer, third parties, intentionally circumvent, or attempt to circumvent, Frontify's security measures or fail to cease any activity in violation of the provisions of the Agreement or applicable law after being notified thereof or after being informed of reasonable modifications that would have avoided a violation; or (vi) where Customer's use of the Frontify Services, including the Connectivity Features, is not in accordance with the Acceptable Use.

If the Frontify Services are held by a court of competent jurisdiction to be or are believed by Frontify to be infringing, Frontify may, at its option and expense (i) replace or modify the Frontify Services to be non-infringing provided that such modification or replacement contains substantially similar features and functionality; (ii) obtain for Customer a license to continue using the Frontify Service; or (iii) if neither of the foregoing is commercially practicable, terminate the Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused Fees for the Frontify Service.

14. Liability

Notwithstanding anything to the contrary, Frontify, its Affiliates, and subcontractors shall not be responsible or liable with respect to any subject matter of the Agreement under any contract, negligence, strict liability, or other theory (i) for error or interruption of use of the Frontify Service for which the sole and exclusive remedy shall be limited to the service credits granted to Customer under the applicable Service Level Package; or (ii) for any loss, alteration, destruction, damage, corruption, or recovery of Customer Data.

Neither Party, its Affiliates, and subcontractors shall be responsible or liable with respect to any subject matter of the Agreement under any contract, negligence, strict liability, or other theory (i) for any indirect, exemplary, incidental, punitive, special, or consequential damages, including but not limited to cost of procurement of substitute goods, services or technology, or loss of business or profit; (ii) for damages caused by Force Majeure; or (iii) for any amounts that, together with amounts associated with all other claims, exceed the agreed amount of the Fee paid or payable by Customer in the previous twelve (12) months since the first claim arose, in each case, whether or not such Party has been advised of the possibility of such damages.

The exclusions and limitations set forth in this section shall not apply to any claim, damages, or other liabilities that arise out of or relate to the death and/or personal injury of a person, fraud, gross negligence, and/or willful misconduct or that otherwise cannot be limited by applicable law.

15. Warranties

15.1. Frontify's warranties

Frontify warrants that:

1. it has the right and authority to enter into and to carry out the obligations contemplated in the Agreement.
2. it either owns or has all rights, title, and interest to the Frontify Services.
3. upon delivery of the Frontify Platform to Customer, Frontify will not knowingly introduce any virus, worm, back door, Trojan horse, time bomb, software lock, or similar harmful, destructive, or disruptive code, and it will follow industry standards to prevent the introduction of the aforementioned into the Frontify Platform.
4. it will maintain the insurance coverage in accordance with these GTC.
5. at the time of entering into the Agreement, Frontify is not insolvent and knows of no circumstance that would entitle any creditor to appoint a receiver (or other

insolvency practitioner), petition for winding-up, or exercise any other rights over or against its assets.

EXCEPT AS SET FORTH ABOVE, THE FRONTIFY SERVICES ARE PROVIDED “AS IS.” FRONTIFY MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE AS WELL AS THE COMPATIBILITY OF THE FRONTIFY SERVICES WITH SPECIFIC HARDWARE, SOFTWARE, AND/OR BROWSER. FURTHERMORE, FRONTIFY DOES NOT WARRANT THAT THE FRONTIFY SERVICES WILL REMAIN FREE OF ANY VIRUS, WORM, BACK DOOR, TROJAN HORSE, TIME BOMB, SOFTWARE LOCK, OR SIMILAR HARMFUL, DESTRUCTIVE, OR DISRUPTIVE CODE, OR WILL RUN UNINTERRUPTED OR ERROR-FREE. THE FRONTIFY SERVICES DO NOT REPLACE THE NEED FOR CUSTOMER TO MAINTAIN REGULAR DATA BACKUPS OR REDUNDANT DATA ARCHIVES. FRONTIFY ALSO MAKES NO REPRESENTATION OR WARRANTIES OF ANY KIND FOR THIRD-PARTY PRODUCTS AND SERVICES.

15.2. Customer’s warranties

Customer warrants that:

1. it has the right and authority to enter into and perform its obligations under the Agreement.
2. during the entire duration of the Agreement, Customer, including its Affiliates, Customer’s Personnel, and any User will comply with the obligations under the Agreement.
3. Customer Data does not and will not misappropriate or otherwise violate any intellectual property right or other rights of Frontify or any third party. Moreover, it warrants that when embedding fonts or any other content in the Customer Data, it has all necessary licenses, rights, and permissions to use and redistribute such content.
4. at the time of entering into the Agreement, Customer is not insolvent and knows of no circumstance that would entitle any creditor to appoint a receiver (or other insolvency practitioner), petition for winding-up, or exercise any other rights over or against its assets.

16. Insurance

Frontify shall maintain sufficient insurance coverage to meet its obligations towards Customer and the governing law. Frontify will maintain the insurance policy at its sole cost and expense. This insurance coverage shall at least encompass worker’s compensation liability, comprehensive general liability (including contractual liability for bodily injury, death, and property damage), product liability and professional

indemnity, and cyber liability. Frontify shall share with Customer any relevant insurance certificate upon request.

Neither the existence of nor the assent by Customer to the types or limits of insurance carried by Frontify shall be deemed as a waiver or release of Frontify's liability or obligations under the Agreement.

17. Term and termination

17.1. Term and ordinary termination

The Agreement is concluded for the Basic Period set forth between Frontify and Customer. Unless the Parties agree otherwise, the Agreement shall thereafter extend automatically for subsequent Extension Periods of twelve (12) months each, provided that either Party may give notice of termination no later than sixty (60) days before the expiration of the Basic Period or any Extension Period. The termination shall become effective on the first calendar day following the expiration of the Subscription Term.

17.2. Extraordinary termination

Either Party may extraordinarily terminate the Agreement for good cause at any time and with immediate effect. Good cause entitling a Party to extraordinary termination shall include:

1. if a Party materially breaches its contractual obligations insofar as the breach was not cured by the breaching Party within twenty (20) days following the prior written notice by the other Party;
2. if insolvency proceedings are instituted against the other Party;
3. in case of a breach by either Party of sanctions and export control laws (section 19) or breach of anti-bribery and anti-corruption obligations (section 20); or
4. for Frontify, if Customer defaults on the payment of Fees and the Fees are not paid within thirty (30) days after written notice by Frontify. Termination shall not relieve Customer from its obligation to pay any outstanding Fees accrued up to the termination date.

In the event of a termination for cause by Customer, Frontify shall refund any unused prepaid Fees on a pro rata basis. If Frontify terminates for cause, Customer shall not be entitled to any refund of prepaid unused Fees.

17.3. Customer Data at the end of the agreement

After expiration of the Agreement and upon written request by Customer, Frontify shall provide to Customer a copy of Customer Data on a customary data carrier or by electronic transfer in a format agreed between Customer and Frontify.

Ninety (90) days after the effective date of the expiration of the Agreement or upon Customer's request, already prior to this date, Frontify shall delete all Customer Data except as otherwise required under statutory retention obligations and/or for security purposes (e.g., security logs or system backups).

Frontify is not obligated to provide Customer Data to Customer in deviation from these provisions (in particular relating to time, format, or migration). Any deviating provision of Customer Data shall require the prior written consent of Frontify as well as separate remuneration by Customer.

17.4. Effects of termination

Any payment obligations not fulfilled at the time of termination, as well as any rights and obligations which by their nature or by express provision are intended to survive termination, shall remain in effect.

18. Confidentiality

As used herein, "**Confidential Information**" means all information disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information shall include but is not limited to Customer Data, the Frontify Services, the terms and conditions of the Agreement, as well as business and marketing plans, technology and technical information, product plans and designs, business processes, and any other information expressly referenced as confidential in these GTC. However, Confidential Information shall not include any information that (i) was publicly available at the time of disclosure or that becomes publicly available other than by a breach of this provision by Receiving Party; (ii) was previously known by Receiving Party without access to the Confidential Information or already in the public domain at the time of disclosure; (iii) Receiving Party rightfully obtains from a third party without restrictions on use and disclosure; (iv) is independently developed by Receiving Party without the use of the Confidential Information; or (v) is released from confidentiality by prior written consent of Disclosing Party.

Receiving Party shall maintain the confidential nature of the Confidential Information by taking at least the same degree of care that it uses to protect the confidentiality of its own Confidential Information from unauthorized use, access, and disclosure, but in no event less than reasonable care. Receiving Party may disclose the Confidential Information to its Personnel, Affiliates, independent contractors, or subcontractors only on a need-to-know basis and only to the extent they are under confidentiality obligations no less stringent than those contained in this section (“**Authorized Recipients**”). If Receiving Party is compelled by law or a judicial, government, or agency order to disclose Confidential Information, it shall provide Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and shall comply with any applicable protective order or equivalent that applies to such disclosure.

Receiving Party shall be liable to Disclosing Party for any breach of Receiving Party’s confidentiality obligations and for any breach by any Authorized Recipients. The Parties agree that remedies at law might be inadequate to protect Disclosing Party in the event of any actual or threatened breach of the provisions of this Agreement and that Disclosing Party shall be entitled to equitable relief, including in the form of injunctions and orders for specific performance (in each case, without the proof of actual damages), in addition to all other remedies available to Disclosing Party at law or in equity as a remedy for any such breach or threatened breach. Liability under this section shall be subject to, and form part of, the overall limitation of liability in this Agreement.

This section replaces and supersedes any confidentiality agreement entered into and between the Parties previously to the signature of the Agreement. The confidentiality obligations in this section shall continue to endure even after termination of the contractual relationship to the extent there is a justified interest therein, but, as a rule, for a period of at least three (3) years after the termination of the Agreement.

19. Sanctions and Export Control

In the performance of its obligations under this Agreement, each Party shall comply with sanctions and export control laws applicable to it (“**Export Laws**”). Each Party represents and warrants that during the Subscription Term it, its Affiliates and its Personnel, and any person or entity that directly or indirectly controls them (including through ownership of 25% or more of voting rights or equity) are not subject to any sanctions imposed by the United Nations, any government authority in Switzerland, the European Union, the United Kingdom, or the United States and/or in any country in which that Party itself conducts business or has operational entities (“**Sanctions Compliance Territories**”).

Customer shall not and shall not allow its Users to (i) access, use, export, re-export, transfer, or otherwise make the Frontify Services available to any person or entity that would be prohibited from accessing the Frontify Services under applicable Export Laws, and (ii) upload, store, process, or transmit any Customer Data to the Frontify Platform in violation of Export Laws and/or in Sanctions Compliance Territories. Customer shall ensure that its Users comply with this section.

Frontify may suspend access to the Frontify Platform with immediate effect to the extent required to comply with Export Laws or if Customer breaches this section. Any compensation claims against and liability of Frontify asserted by Customer as a result of the suspension of the Frontify Platform under this section are excluded.

20. Anti-bribery and anti-corruption

Each Party hereby warrants and undertakes that its Personnel and that of its Affiliates have not and will not offer, promise, give, authorize, solicit, or accept any undue pecuniary or other undue advantage of any kind in connection with this Agreement. For the sake of clarity, reasonable and customary gifts or hospitality may be given or accepted in connection with this Agreement, provided that any such gifts or hospitality comply with applicable laws and regulations and with the receiving Party's internal gift policies to the extent communicated in advance. Frontify's anti-corruption and gift policy can be accessed [here](#).

Each Party shall comply with all applicable anti-bribery and anti-corruption laws and regulations. Neither Party shall offer, promise, give, solicit, or accept any bribe or engage in any other form of bribery or corruption, including extortion, fraud, collusion, or facilitation payments.

21. Final provisions

21.1. Offsetting and assignments of rights and claims

The offsetting of each Party's claims against the other Party's counterclaims shall require the prior written consent of the other Party. Any deduction or offsetting of any payment of the Fees by Customer is expressly prohibited.

Neither Party may assign or transfer this Agreement, in whole or in part, to any third party without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign or transfer this Agreement, upon prior written

notification to the other Party, to a successor entity in connection with a merger, acquisition, corporate reorganization, or the sale of all or substantially all of its assets, provided that the assignee assumes all rights and obligations under this Agreement. Frontify may assign claims arising under this Agreement to third parties for purposes of debt collection, financing, or enforcement. Any assignment in violation of this section shall be null and void.

21.2. Place of performance

The place of performance shall be the registered office of Frontify in St. Gallen, Switzerland.

21.3. Severability clause

Should single provisions of the Agreement be invalid or incomplete, or should performance be impossible, this shall not negatively affect the validity of the remaining provisions of the Agreement. Invalid provisions shall be replaced by an admissible, valid provision that is as close as possible to the content of the original in terms of its intent.

21.4. Changes to these GTC

Customer acknowledges and agrees that Frontify might, from time to time, update these GTC. Frontify will notify Customers within a reasonable time of such updates before its entry into force. Customer has the right to object to such update within fifteen (15) days from such notice. In the event of a timely objection, the previously agreed version of the GTC shall continue to apply to the Parties. In the absence of such objection, any updated version of the GTC shall replace the prior version and be binding upon the Parties from the beginning of the following applicable Extension Period.

21.5. Miscellaneous

The Agreement, its attachments, any amendments, and supplements, as well as all side and subsequent agreements, shall be agreed by both Parties in writing in order to be valid. These formal requirements may only be waived by means of a written agreement.

All notices between the Parties under the Agreement must be made by email or letter to the addresses stated in the Agreement.

The Parties agree that signatures sent by electronic means (scanned and sent via email or signed by an electronic signature service) shall be deemed original signatures.

The Parties are independent contractors; thus, no agency, partnership, joint venture, or employment is created as a result of the Agreement, and neither Party has any authority of any kind to bind the other Party in any respect whatsoever.

22. Applicable law and place of jurisdiction

The contractual relationship between Frontify and Customer is governed by the laws of Switzerland, under the exclusion of its conflict of law provisions and any national or international treaties or agreements legally valid at the time of entry into force of the Agreement or a dispute (e.g., United Nations Convention on Contracts for the International Sale of Goods (CISG) or the Hague Convention on Purchases).

In the event of any disputes in connection with the contractual relationship between Customer and Frontify, including the Agreement, the Parties agree to make efforts to settle the dispute by amicable means in good faith, including by holding at least one negotiation session among senior-level Personnel. If, despite the joint efforts of the Parties, no agreement can be made by amicable means, the place of jurisdiction for all disputes, differences of opinion, or claims arising from or in connection with the contractual relationship between Frontify and Customer, including its validity, invalidity, violation, or dissolution, shall exclusively be the courts of St. Gallen, Switzerland.

