

## Sitecore IP Geolocation Terms of Service

**PLEASE CAREFULLY READ THE TERMS BELOW. BY CLICKING "ACCEPTED AND AGREED," YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND YOUR COMPANY, AGENCY, OR OTHER INSTITUTION ("Customer") TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF CUSTOMER DOES NOT AGREE TO THE TERMS AND CONDITIONS BELOW, THEN DO NOT CLICK "ACCEPTED AND AGREED," AND CUSTOMER MAY NOT ACCESS OR USE THE SERVICES.**

This **Sitecore IP Geolocation Terms of Service** (the "Agreement") is between Customer and Sitecore (defined below) and is effective as of the date on which Customer clicked on "ACCEPTED AND AGREED" (the "Effective Date"). Sitecore and Customer have previously entered into the License Agreement (defined below), and as a licensee of the Sitecore Software (defined below), Customer has the opportunity to access and use the Services (defined below) from Sitecore. This Agreement is entered into by the parties in order for Customer to gain access to the Services.

- 1. USE RIGHTS; RESTRICTIONS ON USE.** Subject to compliance with this Agreement, Sitecore grants Customer, as well as any entity authorized under the License Agreement, a non-exclusive, non-transferable, non-assignable, non-sublicensable right to access the Services, solely for the term of the License Agreement, and exclusively for the Permitted Business Purpose. Except as expressly stated in this Agreement, no other third party has any rights under this Agreement. Sitecore and its licensors retain all right, title and interest in the Services and any applicable documentation. Except as expressly permitted by this Agreement, Customer may not, nor may Customer authorize or induce any others to, use the Services: (a) to provide Geolocation Functionality for applications or products accessible to anyone other than Customer or Customer's employees; (b) to develop a database, infobase, online or similar database service, or other information resource in any media (print, electronic, or otherwise, now existing or developed in the future) for sale to, distribution to, display to, or use by others; or (c) for the purpose of identifying or locating a specific individual or household or violating any applicable data privacy laws.
- 2. NO WARRANTIES / AVAILABILITY.** Sitecore furnishes the Services on an as-is, as-available basis. Sitecore makes no warranty, express or implied, with respect to their capability, accuracy, or completeness. All warranties of any type, express or implied, including the warranties of merchantability, fitness for a particular purpose, and non-infringement of third-party rights are expressly disclaimed. Furthermore, Sitecore does not guarantee the uninterrupted availability of the Services.
- 3. DATA PRIVACY.** Customer acknowledges that Sitecore does not exercise any control over and will not store, and has no obligation to retain, IP Address or IP Geolocation Data, as part its provision of the Services.
- 4. TERM/TERMINATION.** Unless terminated earlier in accordance with this Section, this Agreement will be coterminous with the License Agreement. This Agreement shall terminate automatically if, in the reasonable judgment of Sitecore, Customer fails to comply with the above usage rights and restrictions on use, and fails to remedy such non-compliance with 10 days of receipt of notice thereof stating Sitecore's intent to terminate for such failure to comply.
- 5. LIMITATION OF LIABILITY.** Any claims or remedies a party may have against each other under this Agreement will be subject to any limitation of liability provisions (including any agreed aggregate financial cap) that apply under the License Agreement.
- 6. GENERAL.** If any provision of this Agreement is adjudicated to be unenforceable, such provision shall be deemed changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions shall continue in full force and effect. Neither party may assign this Agreement or any of its rights or obligations hereunder unless assigned together with the License Agreement and then only to the extent permitted thereunder. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings and communications, whether written or oral. Except as provided herein, this Agreement may be amended only by a written document signed by both parties. In the event of a conflict between any provision of this Agreement with any other attachment or document, this Agreement shall control. This Agreement will be governed by the choice of law and venue clauses in the License Agreement. Sitecore may monitor Customer's use of the Services and use any resulting usage data (e.g., number of requests, types of devices sending requests) for purposes of (i) offering the Services, (ii) compiling statistical, benchmarking and performance information for the purposes of improving the Services, and (iii) compiling behavioural data for the purposes of improving the Services. Upon termination or expiration of this Agreement, those provisions of the Agreement which by their nature are intended to survive will survive termination.
- 7. ADDITIONAL DEFINED TERMS.** "Geolocation Functionality" includes, but is not limited to, the distribution of content based on geographic location, any ability to view the IP Geolocation Data, any ability to view or access graphical or textual representations of the IP Geolocation Data, and any ability to initiate queries to the IP Geolocation Databases; "IP Address" means the specific Internet protocol ("IP") addresses Customer provides to Sitecore via use of the Services; "IP Geolocation Data" means the location data returned from the IP Geolocation Databases based on a submitted IP address; "IP Geolocation Database" means geographic information and other data associated with specific Internet protocol addresses which is made available through the Services; "License Agreement" means the separately executed agreement under which Sitecore grants Customer a license to use the Sitecore Software; "Permitted Business Purpose" means the transmission of IP Addresses and receipt of IP Geolocation Data, solely as related to interactions with the Sitecore Software, and solely in compliance with all applicable laws for Customer's internal business purposes; "Services" means the IP geolocation services provided by Sitecore pursuant to this Agreement; "Sitecore" means the Sitecore entity which entered into the License Agreement; "Sitecore Software" means any Sitecore Experience software products licensed to Customer under the License Agreement.