

primary owner will suffice). If Customer does not take the required action in accordance with the above, Slack may remove the applicable Customer Data or disable the applicable Non-Slack Product.

- 3.7. Beta Services.** From time-to-time during the term of an applicable Order Form, Slack may make Beta Services available to Customer at no charge. Customer may try such Beta Services, subject to the additional terms and conditions made available by Slack.

4. Non-Slack Products

- 4.1. Use of Non-Slack Products.** Third parties may from time-to-time make available to Customer (e.g., through Slack App Directory) Non-Slack Products. Any acquisition and use by Customer or its Authorized Users of such Non-Slack Products is solely the responsibility of Customer and the applicable provider. Slack does not warrant or offer support for Non-Slack Products.

- 4.2. Non-Slack Products and Customer Data.** If Customer installs or enables Non-Slack Products for use with the Services, Customer acknowledges that providers of those Non-Slack Products may have access to Customer Data in connection with the interoperation and support of such Non-Slack Products with the Services. To the extent Customer authorizes the access or transmission of Customer Data through a Non-Slack Product, Slack will not be responsible for any use, disclosure, modification or deletion of such Customer Data.

5. Payment.

- 5.1. Fees and Payment.** Customer will pay all fees specified in all Order Forms hereunder. Payment obligations are non-cancelable and, except as expressly set forth herein, fees paid are non-refundable. Authorized User subscription fees are based on annual periods (or pro rata portions thereof, calculated on a daily basis) that begin on the subscription start date and each annual anniversary thereof. Any credits accrued during the term of an Order Form, such as fair billing credits or service level credits, will expire upon expiration, non-renewal, or termination of the applicable Order Form. For clarity, credits have no currency, exchange or refund value.

- 5.2. Invoicing, Payment and Taxes.** Fees will be invoiced in advance and otherwise in accordance with the relevant Order Form. Slack will bill Customer through invoices sent via email to the billing contact designated by Customer, unless a payment method is otherwise specified in the Order Form. Full payment for invoices issued must be received within thirty (30) days from the invoice date. Except for those taxes based on Slack's net income, Customer will be responsible for all applicable taxes in connection with this Agreement including, but not limited to, sales, use, excise, value-added, goods and services, consumption, and other similar taxes or duties. Should any payment for the Services provided by Slack be subject to withholding tax by any government, Customer will reimburse Slack for such withholding tax. Unpaid invoices are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection.

- 5.3. Suspension of Service.** If any charge owed by Customer (excluding amounts disputed in reasonable and good faith) is thirty (30) days or more overdue, Slack may, without limiting its other rights and remedies, suspend any fee-based Services until such amounts are paid in full, provided Slack has given Customer ten (10) or more days' prior notice, which may be provided to Customer's designated billing contact via email, that its account is overdue.

- 5.4. Future Functionality.** Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public or private comments made by Slack regarding future functionality or features.

6. Proprietary Rights

- 6.1. Reservation of Rights in Services.** Subject to the limited rights expressly granted hereunder, Slack reserves all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

- 6.2. License to Software Components.** To the extent the Services include any downloadable software components, including those made available via third-party app stores, Slack grants to Customer a non-sublicensable, non-exclusive license to use the object code version of such components solely in connection with the Services and in accordance with this Agreement.
- 6.3. Limited License to Customer Data and Non-Slack Products.** Customer grants Slack and its Affiliates a worldwide, non-exclusive, limited term license to access, use, copy, distribute, perform and display Customer Data, and provide necessary access to third party service providers acting on its behalf, such as Amazon Web Services, only (a) to provide, maintain, and update the Services; (b) to prevent or address service or technical problems or at Customer's request in connection with customer support matters; or (c) as compelled by law in accordance with the "Confidentiality: Compelled Access or Disclosure" section below or as expressly permitted in writing by Customer. Subject to the limited licenses granted herein, Slack acquires no right, title or interest under this Agreement in or to Customer Data or any Non-Slack Product.
- 6.4. Suggestions.** If Customer or any Authorized User provides Slack any feedback or suggestions regarding the Services or Beta Services, then Customer grants Slack an unlimited, irrevocable, perpetual, sublicensable, royalty-free license to use any such feedback or suggestions for any purpose without any obligation or compensation to Customer or any Authorized User.
- 7. Term and Termination.**
- 7.1. Term of Agreement.** This Agreement commences on the Effective Date and continues until all Authorized User subscriptions granted in accordance with this Agreement have expired or been terminated (the "**Term**"). Termination of this Agreement will terminate any and all Order Forms under this Agreement.
- 7.2. Term of Authorized User Subscriptions.** Authorized User subscriptions commence on the start date specified in the applicable Order Form and continue for the subscription term specified therein. Except as otherwise specified in the applicable Order Form, all Authorized User subscriptions will automatically renew for additional periods equal to one year, unless either party gives the other notice of non-renewal (email permitted) at least thirty (30) days before the end of the relevant subscription term. The per-unit pricing during any automatic renewal term will be the same as that during the immediately prior term.
- 7.3. Termination for Cause.** Either party may terminate this Agreement effective after thirty (30) days' notice if the other party materially breaches this Agreement and such breach is not cured within such notice period.
- 7.4. Refund or Payment upon Termination for Cause.** Upon any termination for cause by Customer, Slack will refund Customer any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by Slack, Customer will pay any unpaid fees covering the remainder of the term of all Order Forms after the effective date of termination. In no event will any termination relieve Customer of the obligation to pay any fees payable to Slack for the period prior to the effective date of termination.
- 7.5. Portability and Deletion.** During the Term, Customer will be permitted to export Customer Data via the Services; provided, that Customer acknowledges and agrees that such ability to export may be limited by the applicable Services plan in effect and the data retention settings enabled by Customer. Following the Term, Slack shall have no obligation to maintain or provide any Customer Data, and upon Customer's deletion of its account, Slack shall, unless legally prohibited, delete all Customer Data in its systems or otherwise in its possession or under its control in accordance with the practices set forth on its Security Practices Page.
- 7.6. Surviving Provisions.** The sections titled "Fees and Payment," "Proprietary Rights," "Confidentiality," "Mutual Representations and Warranties; Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Refund or Payment upon Termination," "Portability and Deletion," "Surviving Provisions" and "General Provisions" shall survive any termination or expiration of this Agreement.

8. Mutual Representations and Warranties; Disclaimer.

- 8.1. Representation.** Each party represents that it has validly entered into this Agreement and has the legal power to do so.
- 8.2. Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, THE SERVICES AND ALL RELATED COMPONENTS AND INFORMATION ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND SLACK EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES RELATING TO SERVICES OR OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT SLACK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY BETA SERVICES OR THIRD-PARTY HOSTING PROVIDERS. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE BETA SERVICES ARE PROVIDED “AS-IS” WITH RESPECT TO ITS PERFORMANCE, SPEED, FUNCTIONALITY, SUPPORT, AND AVAILABILITY. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

9. LIMITATION OF LIABILITY.

- 9.1. Limitation of Liability.** EXCEPT FOR (I) EITHER PARTY’S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10 (“MUTUAL INDEMNIFICATION”), OR (II) DAMAGES ARISING OUT OF EITHER PARTY’S WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE 12 MONTHS PRECEDING THE LAST EVENT GIVING RISE TO LIABILITY. THE FOREGOING SHALL NOT LIMIT CUSTOMER’S PAYMENT OBLIGATIONS UNDER THE “FEES AND PAYMENT” SECTION ABOVE, NOR SHALL IT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.
- 9.2. Exclusion of Consequential and Related Damages.** IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR REPLACEMENT COSTS, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING EXCLUSION SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.
- 9.3. Two-Factor Authentication.** Customer acknowledges that the Services support login using two-factor authentication (“2FA”), which is known to materially reduce the risk of unauthorized use of or access to the Services. Accordingly, notwithstanding anything to the contrary, Slack will not be responsible for any damages, losses or liability to Customer, Authorized Users, or anyone else if any event leading to such damages, losses or liability would have been prevented by the use of 2FA.
- 9.4. Scope of Limitation.** The limitations hereunder apply with respect to all legal theories, whether in contract, tort or otherwise. The provisions of this ‘Limitation of Liability’ section allocate the risks under this Agreement between the parties, and the parties have relied on these limitations in determining whether to enter into this Agreement.
- 10. Mutual Indemnification.**
- 10.1. Customer Indemnification.** Customer shall defend Slack and its Affiliates, and its and their respective officers, directors, employees and contractors, from and against a suit or proceeding by a third party alleging that (a) Customer Data, or the combination or use by Customer of

Non-Slack Products with the Services, infringes or misappropriates the intellectual property rights of a third party, or (b) Customer's use of the Services violates applicable law (each, a "**Claim Against Slack**"), and shall indemnify Slack for any damages, attorney fees and costs finally awarded against Slack as a result of, or for any amounts paid by Slack under a court-approved settlement of, a Claim Against Slack; provided, however, that Customer shall have no liability under this Section 10.1 to the extent a Claim Against Slack arises from Slack's breach of this Agreement.

- 10.2. Slack Indemnification.** Slack shall defend Customer and its Affiliates, and its and their respective officers, directors, employees and contractors, from and against a suit or proceeding by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates a third party's intellectual property right (a "**Claim Against Customer**"), and shall indemnify Customer for any damages, attorney fees and costs finally awarded against Customer as a result of, and for amounts paid by Customer under a court-approved settlement of, a Claim Against Customer; provided, however, that Slack shall have no liability under this Section 10.2 to the extent a Claim Against Customer arises from (a) Customer Data or Non-Slack Products; (b) Customer's negligence, misconduct, or breach of this Agreement; (c) any modification, combination or development of the Services that is not performed by Slack, including in the use of any application programming interface (API); or (d) the use of any version of software other than the most current release made available by Slack.
- 10.3. Indemnification Procedure.** The indemnified party will provide the indemnifying party with prompt written notice of any claim, suit or demand, the right to assume the exclusive defense and control of any matter that is subject to indemnification, and cooperation with any reasonable requests assisting the indemnifying party's defense and settlement of such matter.
- 10.4. Exclusive Remedy.** This "Mutual Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this section.

11. Confidentiality.

- 11.1. Definition of Confidential Information.** As used herein, "**Confidential Information**" means all confidential 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 of Customer shall include Customer Data, Confidential Information of Slack shall include the Services, and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information shall not include any information that (a) is or becomes generally available to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) is received from a third party without breach of any obligation owed to the Disclosing Party; or (d) was independently developed by the Receiving Party without use of or reliance on the Confidential Information of the Disclosing Party.
- 11.2. Protection of Confidential Information.** The Receiving Party shall (a) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care); (b) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement; and (c) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement. Neither party shall disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, its legal counsel and accountants or in confidence in connection with bona fide fundraising or M&A due diligence activities.
- 11.3. Compelled Access or Disclosure.** The Receiving Party may access or disclose Confidential

Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled access or disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the access or disclosure. If the Receiving Party is compelled by law to access or disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the access or disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

12. General Provisions.

- 12.1. Publicity.** Customer grants Slack the right to use Customer's company name and logo as a reference for marketing or promotional purposes on Slack's website and in other public or private communications with existing or potential Slack customers, subject to Customer's standard trademark usage guidelines as provided to Slack from time-to-time.
- 12.2. Force Majeure.** Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations due to events beyond the reasonable control of such party, which may include denial-of-service attacks, strikes, shortages, riots, fires, acts of God, war, terrorism, and governmental action.
- 12.3. Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.
- 12.4. No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.
- 12.5. Notices.** Except as otherwise set forth herein, all notices under this Agreement will be in writing addressed to the parties at the address set forth in the preamble of this Agreement and will be deemed to have been duly given (a) when received, if personally delivered; (b) the first business day after sending by email; (c) the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and (d) upon receipt, if sent by certified or registered mail, return receipt requested.
- 12.6. Waiver.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.
- 12.7. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.
- 12.8. Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. A party's sole remedy for any purported assignment by the other party in breach of this paragraph are those described in the "Termination for Cause" and "Refund or Payment upon Termination" sections of this Agreement. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 12.9. Governing Law.** This Agreement, and any disputes arising out of or related hereto, including its subject matter or formation and non-contractual disputes and claims, shall be governed exclusively by the laws of Ireland.
- 12.10. Jurisdiction.** The courts of Ireland shall have exclusive jurisdiction to adjudicate any dispute or claim arising out of or relating to this Agreement or its subject matter or formation (including non-contractual disputes or claims). Each party hereby consents to the exclusive jurisdiction of such courts.
- 12.11. Entire Agreement.** This Agreement, including all exhibits and addenda hereto and all Order

Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning Customer's purchase and use of the Services. Customer confirms that it has not relied upon and has no remedy in respect of such communications. Without limiting the foregoing, this Agreement supersedes the terms of any online agreement electronically accepted by Customer (including Slack's online terms of service). No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in or accepted by Slack during a vendor onboarding process or web portal, a Customer purchase order, or any other Customer order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

The parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above. This Agreement may be executed and delivered by PDF counterparts or electronic signatures and such execution and delivery will have the same force and effect of an original document with original signatures.

SLACK TECHNOLOGIES LIMITED

CUSTOMER

Signed:

Signed:

Name:

Name:

Title:

Title:

Date:

Date: