



Enterprise Terms and Conditions

Last Updated: May 6, 2022

Subject to the terms of the Order Form and these Enterprise Terms and Conditions (this “Agreement”), **Vercel Inc.** (“Vercel”) provides access to Vercel's cloud platform, including, without limitation, this website, certain API's and domain registration services (collectively, the “Services”) and/or professional services (“Professional Services”) described in an Order Form. By signing an Order Form that references these Terms and Conditions you acknowledge that you have read, understand, and agree to be bound by this Agreement. The Services will be as described on each Order Form that references these Enterprise Terms and Conditions and will be provided in accordance with the Services Level Terms available at <https://vercel.com/legal/sla>.

If you are entering into this Agreement on behalf of a company, business or other legal entity, you represent that you have the authority to bind such entity to this Agreement, in which case the term “you” shall refer to such entity. If you do not have such authority, or if you do not agree with this Agreement, you must not accept this Agreement and may not use the Services.

IMPORTANT: PLEASE REVIEW THE MUTUAL ARBITRATION AGREEMENT SET FORTH BELOW CAREFULLY, AS IT WILL REQUIRE YOU TO RESOLVE DISPUTES WITH VERCEL ON AN INDIVIDUAL BASIS (WAIVING YOUR RIGHT TO A CLASS ACTION) THROUGH FINAL AND BINDING ARBITRATION. BY ENTERING THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS MUTUAL ARBITRATION AGREEMENT AND HAVE TAKEN THE TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION. THIS AGREEMENT ALSO CONTAINS RELEASES, LIMITATIONS ON LIABILITY, AND PROVISIONS ON INDEMNITY AND ASSUMPTION OF RISK, ALL OF WHICH MAY LIMIT YOUR LEGAL RIGHTS AND REMEDIES. PLEASE REVIEW THEM CAREFULLY.

1. Age and Eligibility. You certify that you are a person at least 16 years of age. Services may only be used or accessed through an electronic device controlled of you at all times. A valid Vercel account may only be created and maintained if you provide valid information in the signup process, and you regularly update such information to assure its accuracy.

You shall be responsible for maintaining the confidentiality of login information associated with your account. Each user must have unique login credentials that may not to be shared by multiple users. You are responsible for all activities that occur under your account.

2. Temporary Use License. During the period for which you are authorized to use the Services, and subject to your compliance with the terms of this Agreement, you are granted a personal, non-sublicensable, nonexclusive, nontransferable, limited license, to use the Services for your internal business purposes based on the service capacity as set forth in the applicable Order Form in accordance with the user documentation provided by Vercel (“Documentation”). Any rights not expressly granted herein are reserved and no license or right to use any trademark of Vercel or any third-party is granted to you in connection with the Services.

Vercel shall own and retain all right, title and interest in and to (a) the Services, all improvements, enhancements or modifications thereto and (b) all intellectual property rights related to any of the foregoing.

3. Your Content. You are solely responsible for all software, code, data, information, feedback, suggestions, text, content and other materials that you upload, post, deliver, provide or otherwise transmit or store (hereafter “post(ing)”) in connection with or relating to the Services (“Your Content”). You are responsible for maintaining the confidentiality of usernames and passwords associated with your account and for all activities that occur under your account. Vercel reserves the right to access your account in order to respond to your requests for technical support. By posting Your Content on or through the Services, you grant Vercel a worldwide, non-exclusive, royalty-free, fully paid, sublicensable and transferable license to use, copy, modify, reproduce, distribute, display, publish and perform Your Content only in connection with its provision of the Services and for security to protect the Services and third parties from fraud, illegal activities, malware, malicious files or content, viruses and the like. You further agree that Vercel may remove or disable any of Your Content at any time upon receipt of claims or allegations from third-parties or authorities relating to Your Content and as set forth in our DMCA Policy (made available at <https://vercel.com/legal/dmca-policy>).

4. Acceptable Use.

- The Services may only be used for lawful purposes.
- You shall not attempt to undermine the security or integrity of computing systems or networks of Vercel, its partners, or any other person, and must not attempt to gain unauthorized access.
- The network resources of Vercel may not be used to impersonate another person or misrepresent authorization to act on behalf of others or Vercel.
- You must not introduce software or automated agents or scripts into Vercel's website in order to produce multiple accounts, generate automated searches, requests or queries, or to strip or mine content or data from Vercel's website.
- You must not access the Vercel's website through automated methods, including any use of robots or other computer code which calls Vercel's website.
- You shall not send unsolicited messages or use the Services to send unsolicited messages (also known as junk mail or SPAM).
- You shall not use the Services as a remote storage server or for the primary purpose of providing downloadable content.
- You may not rent, lease, loan, or sell access to, or otherwise attempt to transfer any right in Vercel's website (which includes its software and Documentation) to a third-party, through framing or any other method.
- You must not interfere with or disrupt the Services or create an undue burden on Vercel's website or the networks or services connected to Vercel's website.
- You must not perform any benchmark tests or analyses relating to Vercel's website or Services without express permission of Vercel.
- You shall not use the Services to host any protected health information or information that is subject to the Health Insurance Portability and Accountability Act, unless you first obtain Vercel's prior written approval.

The final decision of whether an account is in violation of any of these acceptable use terms is at the sole discretion of Vercel. You agree that violations of this Agreement by yourself or any person or entity acting under your account will, in addition to any other remedies including criminal prosecution, result in termination of your access to Vercel's website and removal (taking down) of all projects and deployments. In addition, violation of these terms or any of Vercel's policies may result in tracking information being stored to identify the offending person, and permanent restriction from holding an account on Vercel's website and Services.

5. Etiquette. Without limiting any terms of this Agreement, you shall not use the Services for, or in conjunction with, a website (including links from a website) that has any content that may be objectionable (as determined in Vercel's sole discretion), abusive, profane, hate speech or violates any applicable law. You hereby agree to indemnify and hold Vercel harmless against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any third-party claim or action that arises from an alleged violation of the foregoing or otherwise from your use of Services in a manner not authorized by this Agreement. Although Vercel has no obligation to monitor your use of the Services, Vercel may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing. YOU ACKNOWLEDGE THAT VERCEL MAY DISABLE OR TERMINATE THE SERVICES IF VERCEL BELIEVES THERE IS ANY CONTENT THAT VIOLATES THIS AGREEMENT, INCLUDING THE ACCEPTABLE USE TERMS AND THE RESTRICTIONS ABOVE, PURSUANT TO VERCEL'S DMCA POLICY (made available at <https://vercel.com/legal/dmca-policy>) AND/OR AS REQUIRED BY VERCEL'S HOSTING PROVIDERS.

6. Security. You shall only provide Vercel with encrypted data and shall not transmit any plain data in any use of the Services. You shall configure Your Content, including any of your projects or deployments, such that the transmission, storage, or use in any way will not expose personal data or personal information without proper consent from individuals as determined by applicable law. You understand that the operation of the Services, including Your Content, may be unencrypted based on your configurations and the Services involve (a) transmissions over various networks; (b) changes to conform and adapt to technical requirements of connecting networks or devices and (c) transmission to Vercel's third-party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to operate and maintain the Services. Accordingly, you acknowledge that you bear sole responsibility for adequate security, transmission, protection, and backup of Your Content. Vercel will have no liability to you for any unauthorized access or use of any of Your Content or any corruption, deletion, destruction or loss of any Your Content that is attributable, in whole or in part, to your misconfigurations or an insecurity in your website or project, malware or malicious content in your website or project. To learn more about Vercel's security practices, please visit us at Vercel's Security Policy (made available at <https://vercel.com/security>), which is incorporated by reference into this Agreement.

7. Usage Restrictions. You will not, directly or indirectly: (i) sublicense, resell, rent, lease, transfer, assign, or otherwise commercially exploit or make the Services available to any third party; (ii) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, Documentation or data related to the Services (where reverse engineering is permitted by applicable law obtaining such information as is necessary to achieve interoperability with Vercel's services, you must first request such information from Vercel); (iii) modify, translate, or create derivative works based on the Services (except to the extent expressly permitted by Vercel or authorized within the Services) or otherwise attempt to gain unauthorized access to the Services or its related systems or networks; (iii) use the Services for timesharing or service bureau purposes or otherwise for the benefit of a third-party; or remove any proprietary notices or labels; (iv) remove, alter or obscure in any way any proprietary rights notices (including copyright notices) of Vercel or its suppliers on or within the Services or Documentation; (v) violate any applicable laws or regulations (including without limitation in violation of any data, privacy or export control laws) or infringe the rights of any third-party in connection with the use or access of the Services. You shall comply with any codes of conduct, policies or other notices, Vercel provides you or publishes in connection with the Services, and you shall promptly notify Vercel if you learn of a security breach or issue related to the Services. Without limiting the foregoing, you acknowledge that Vercel may establish general practices and limits concerning use of the Services, including without limitation the maximum period of time that data, code or other content will be retained by the Services, the maximum storage space that will be allotted on Vercel's servers on your behalf, and the maximum compute capacity provided for the execution of builds and functions and the maximum network data transferred by the Services. You further acknowledge that Vercel reserves the right to

change these general practices and limits at any time, in its sole discretion. Vercel's DMCA Policy (made available at <https://vercel.com/legal/dmca-policy>) is incorporated by reference into this Agreement.

8. Professional Services. Vercel may provide Professional Services described in an Order Form, and you shall pay Vercel an Implementation Fee as set forth in an Order Form. During the course of providing the Professional Services, Vercel may provide a report and recommendations ("Deliverables"). You are granted a personal, non-sublicensable, nonexclusive, nontransferable, limited license, to use the Deliverables for your internal business purposes in connection with your authorized use of the Services. The Deliverables will be deemed accepted upon receipt.

9. Support. Subject to the terms hereof, Vercel will provide you with commercially reasonable remote technical support services during Vercel's normal business hours ("Support Services") in accordance with Vercel's current Support Terms and Conditions (made available at <https://vercel.com/legal/support-terms>).

10. Electronic Communications. By using the Services, you consent to receiving electronic communications from Vercel. These electronic communications may include notices about applicable Services fees and charges related to the Services and transactional or other information concerning or related to the Services. These electronic communications are part of your relationship with Vercel and you receive them as part of your use of the Services. You agree that any notices, agreements, disclosures or other communications that we send you electronically will satisfy any legal communication requirements, including that such communications be in writing.

11. Representation and Warranties.

11.1. Representations. You represent and warrant that (i) you own all Your Content or have obtained all permissions, releases, rights or licenses required to engage in posting and other activities (and allow Vercel to perform its obligations) in connection with the Services without obtaining any further releases or consents; (ii) Your Content and other activities in connection with the Services, and Vercel's exercise of all rights and license granted by you herein, do not and will not violate, infringe, or misappropriate any third party's copyright, trademark, right of privacy, or publicity, or other personal or proprietary right and Your Content is not defamatory, obscene, unlawful, threatening, abusive, tortious, offensive or harassing; and (iii) you will use the Services only in compliance with Vercel's standard published policies then in effect (the "Policy") and all applicable laws and regulations.

11.2. Mutual Warranty. Each party represents and warrants to the other that it has full right and power to enter into and perform under this Agreement, without any third-party consents or conflicts with any other agreement.

12. Indemnification.

12.1. Your Indemnity. You will indemnify and hold harmless Vercel against any claims, actions or demands, including without limitation reasonable legal and accounting fees, arising or resulting from your breach of this Agreement, any claim of infringement or misappropriation arising out of your websites or any of Your Content, or your other access, contribution to, use or misuse of the Services. Vercel shall provide notice to you of any such claim, suit or demand. Vercel reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting Vercel's defense of such matter.

12.2. Vercel's Indemnity. Vercel hereby agrees to indemnify and hold you harmless against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any third party claim or action that arises from (a) any injury to person or

tangible property caused by Vercel while at your facilities for an onsite training; or (b) any infringement or misappropriation of a third party's rights based on the use of the Services, including, without limitation, any actual or alleged infringement or misappropriation of a third party's copyright, trade secret, patent, trademark or other proprietary right provided Vercel 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; Vercel will not be responsible for any settlement it does not approve. The foregoing obligations do not apply with respect to the Services or portions or components thereof (a) not created by Vercel, (b) that are modified after delivery by Vercel, (c) combined with other products, processes or materials where the alleged infringement relates to such combination, (d) where you continue allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (e) where your use of such Services is not strictly in accordance herewith. In the event of a claim or if Vercel believes a claim is likely, Vercel may modify the Services, obtain a license for you or if the foregoing are not accomplished, terminate this Agreement.

13. Confidentiality; Proprietary Rights.

13.1. Confidentiality. Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical, product or financial information or data relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Vercel includes non-public information regarding features, functionality and performance of the Services. Your Proprietary Information includes non-public personal data provided by you to Vercel to enable the provision of the Services and that you upload to the Services (collectively, "Your Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was rightfully in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without confidentiality restrictions by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party as evidenced by its internal files. If a Receiving Party is required by law or a governmental agency to disclose the Disclosing Party's Confidential Information, the Receiving Party must provide reasonable notice to the Disclosing Party of such required disclosure so as to permit the Disclosing Party a reasonable period of time to seek a protective order or limit the amount of Confidential Information to be disclosed.

13.2. Use of Your Data. You shall own and retain all right, title and interest in and to Your Data. Vercel may use and disclose Your Data solely to the extent necessary to provide the Services to you and for security to protect the Services and third parties from fraud, illegal activities, malware, malicious files or content, viruses and the like and for no other purpose. Otherwise, Vercel will not sell, disclose, or share any Your Data (or any part or product thereof) with anyone else. Vercel will implement and maintain reasonable information security policies and processes (including technical, administrative and physical safeguards) that are designed to prevent unauthorized access to or use or disclosure of the Services or any Your Data.

13.3. Company Ownership. Vercel shall own and retain all right, title and interest in and to (a) the Services, all improvements, enhancements or modifications thereto and (b) all intellectual property rights related to any of the foregoing.

13.4. Feedback. To the extent you or any of your users provide any suggestions to Vercel regarding the functioning, features, and other characteristics of the Services, Documentation, or other material or services provided or made available by Vercel ("Feedback"), you hereby grant Vercel a perpetual, irrevocable, non-exclusive, royalty-free, fully-paid-up, fully transferable, worldwide license (with rights to

sublicense through multiple tiers of sublicenses) under all of your intellectual property rights, for Vercel to use and exploit in any manner and for any purpose.

13.5. Aggregate Data. Vercel shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (excluding Your Data and data derived therefrom), and Vercel will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Vercel offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

13.6. Customer Name. During the term of this Agreement, you grant Vercel a non-exclusive, royalty-free, fully-paid up license to use and reproduce your trademarks, tradenames and logos in Vercel's marketing materials and website(s) and to indicate that you are a Vercel customer. Vercel will abide by any written trademark usage guidelines provided by you. All goodwill arising out of the use of your trademarks, tradenames and logos shall inure to your benefit. To decline Vercel this license you need to email privacy@vercel.com stating that you do not wish to be used as a reference.

14. Payment of Fees.

14.1. Fees. You will pay Vercel the then applicable fees described in the Order Form for the Services ("Subscription Fees"), Professional Services and domain registrations in accordance with the terms therein (collectively, the "Fees"). The Subscription Fees shall be paid in advance on an annual or monthly basis as set forth in the Order Form. At any time during the term of your subscription, you may submit an Order Form to increase the service capacity ("Usage Parameters") and, upon Vercel's acceptance of such Order Form, you shall pay the Subscription Fees for such increase, pro-rated for the remainder of your then-current term, and such Order Form shall renew concurrently with your then-current subscription for a period equal to your initial term.

The fees payable for Support Services are included in the Subscription Fees. You will pay Vercel the Professional Services Fees as set forth on each Order Form within thirty (30) days of the invoice date.

For domain registrations, you will be charged a fee and any applicable tax. Fees will be billed to the credit card or other payment account you provide in accordance with the billing terms in effect at the time a fee or charge is due and payable. **You acknowledge and agree that Vercel will automatically charge your credit card or other payment account on record with Vercel on purchase and up to thirty (30) days prior to each annual anniversary of your purchase. Any domain registrations will renew on an annual basis as set forth in Section 15.1 below.**

Unpaid amounts 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 and may result in immediate termination of Services. The fees for the Services invoiced by Vercel will not include any taxes, duties and levies, and you shall be responsible for all taxes associated with Services other than U.S. taxes based on Vercel's net income. If Vercel has the legal obligation to pay or collect taxes for which you are responsible, the appropriate amount shall be invoiced to and paid by you.

You represent and warrant to Vercel that all of your payment information is true and that you are authorized to use the payment instrument. You will promptly update your account information with any changes (for example, a change in your billing address or credit card expiration date) that may occur. If payment is not received or cannot be charged to your credit card account for any reason, Vercel may not register the domain or may allow the domain registration to expire. All fees are non-refundable, except as expressly stated otherwise in this Agreement.

14.2. Payments. All payments shall be made in the currency of, and within the borders of the United States. You will pay all applicable taxes, duties, withholdings, backup withholding and the like; when Vercel has the legal obligation to pay or collect such taxes, the appropriate amount shall be paid by you directly to Vercel. If all or any part of any payment owed to Vercel under this Agreement is withheld, based upon a claim that such withholding is required pursuant to the tax laws of any country or its political subdivisions and/or any tax treaty between the U.S. and any such country, such payment shall be increased by the amount necessary to result in a net payment to Vercel of the amounts otherwise payable under this Agreement. You will reimburse Vercel any pre-approved and agreed upon costs. Vercel may change its fees and payment terms at its discretion; provided however, that such changes will not take effect for you until the start of the next subscription term. Vercel will provide written notice to you for any changes to the fees that affect the Services purchased by you. Your continued use of the Services after the price change becomes effective constitutes your agreement to pay the changed amount.

15. Term and Termination.

15.1. Term. Subject to earlier termination as provided below, the term of this Agreement will commence on acceptance of this Agreement and will continue for as long as the Services are being provided to you under this Agreement. The term of each Order Form shall automatically renew for successive terms equal in duration to the initial subscription term unless either party notifies the other party in writing, not less than sixty (60) calendar days before the expiration of the then-current subscription term, that such party does not wish to renew the Services for an additional subscription term. Any domain registrations will renew on an annual basis unless you remove the domain registration from your account at least thirty (30) days in advance of the annual anniversary date of your purchase of the domain registration or unless your account is otherwise terminated.

You may terminate this Agreement for Vercel's material breach of this Agreement on thirty (30) days prior written notice if the breach remains uncured within such time period. In addition to any other remedies Vercel may have, Vercel may also terminate this Agreement upon ten (10) days' notice (or two (2) days in the case of nonpayment), if you breach any of the terms or conditions of this Agreement or if you exceed any Vercel limits concerning use of the Services, including without limitation, the maximum period of time that data, code or other content will be retained by the Services, the maximum storage space that will be allotted on Vercel's servers on your behalf, and the maximum compute capacity provided for the execution of builds and functions and the maximum network data transferred by the Services. You acknowledge that Vercel reserves the right to terminate this Agreement as to accounts that are inactive for an extended period of time and the right to modify or discontinue, temporarily or permanently, the Services (or any part thereof). All of Your Content on the Services (if any) may be permanently deleted by Vercel upon any termination of your account in its sole discretion. If Vercel terminates this Agreement and your account without cause, Vercel will refund the pro-rated, unearned portion of any amount that you have prepaid to Vercel for such Services. Upon termination, if requested by you within fourteen (14) days of the effective termination date, Vercel will use commercially reasonable efforts to assist you to transfer any un-expired domain registrations to an alternative registrar of your choice.

15.2. Survival. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, Sections 14.1 and 14.2, and accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

15.3. Effect of Termination. Upon the termination of this Agreement for any reason: (i) the licenses granted under this Agreement in respect of the Services shall immediately terminate and you and your users shall cease use of the Services; (ii) Vercel's obligations to perform Support Services and/or Professional Services shall immediately terminate; (iii) you shall pay to Vercel the full amount of any outstanding fees and committed amounts in Order Forms due hereunder; and (iv) within fourteen (14) calendar days of such termination, each party shall destroy or return all Proprietary Information of the other party in its possession or control, and will not make or retain any copies of such information in any

form, except that the receiving party may retain one (1) archival copy of such information solely for purposes of ensuring compliance with this Agreement.

16. Limited Warranty and Disclaimer. Vercel represents and warrants to you that the Services when used for their intended purpose and in accordance with Vercel's instructions, will materially conform to Vercel's Documentation (made available at <https://vercel.com/docs>) for a period of thirty (30) calendar days from the date you are first permitted to access and use the Services. Your sole and exclusive remedy, and Vercel's sole and exclusive liability for any breach of this warranty will be, at Vercel's sole discretion, to either fix the Services to remedy the defect or refund the applicable Services Subscription Fees paid by you for the Services, in each case on condition that you promptly notify Vercel in writing of any alleged breach of this warranty within such thirty (30) day period. This warranty is null and void to the extent the Services: (i) fail to conform with this warranty as a result of its use with any third party hardware or software; (ii) is used for an unintended purpose, is used other than in accordance with its Documentation, or is otherwise in breach of this Agreement, or (iii) fail due to any defect in or misconfigurations of Customer's projects or deployments, or Your Content. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT THE SERVICES AND SUPPORT SERVICES ARE PROVIDED "AS IS" AND VERCEL DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. VERCEL DOES NOT WARRANT THAT THE SERVICES OR DELIVERABLES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES OR DELIVERABLES.

17. Limitation of Liability.

17.1. Limit of Liability and Waiver of Consequential Damages. EXCEPT FOR YOUR BREACH OF SECTIONS 7, 13, AND 14, OR YOUR BREACH OF ANY REPRESENTATIONS OR WARRANTIES OR YOUR INDEMNITY OBLIGATIONS, NEITHER PARTY NOR ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES; OR (C) FOR ANY DIRECT DAMAGES, COSTS, LOSSES, OF LIABILITIES IN AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE SUBSCRIPTION FEES PAID BY YOU TO VERCEL FOR THE SERVICES UNDER THIS AGREEMENT IN THE 6 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO ENTER THIS AGREEMENT.

17.2. Limits. Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to you. IN THESE STATES, VERCEL'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

18. Miscellaneous. This Agreement may be amended or modified only by a written agreement signed by both parties. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. You may not assign, transfer or sublicense without the prior written consent of Vercel, but Vercel may assign or transfer this Agreement, in whole or in part, without restriction. Any attempted assignment or transfer of this Agreement by the parties in

contravention of the foregoing shall be null and void. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all amendments must be in writing signed by both parties, except as otherwise provided herein. Vercel's failure to exercise or enforce any right or provision of this Agreement shall not be a waiver of that right. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

Any delays in or failure of performance of Vercel shall not constitute a default hereunder or give rise to any claims for damages if, to the extent that, and for such period that, such delays or failures of performance are caused by any events beyond the reasonable control of Vercel including, without limitation, any of the following specific occurrences: acts of God or the public enemy, acts of terrorism, pandemics, epidemics, labor strikes, expropriation or confiscation of facilities, compliance with any unanticipated duly promulgated governmental order, acts of war, rebellion or sabotage or damage resulting therefrom, fires, floods, explosion, or riots.

19. Governing Law; Disputes; Arbitration.

19.1. Law. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions and the parties agree to the exclusive jurisdiction of the state and federal courts in San Francisco county.

19.2. Binding Contract. You acknowledge that this Agreement is a contract between you and Vercel, even though it is electronic and is not physically signed by you and Vercel, and it governs your use of the Services.

19.3. Arbitration. Certain portions of this Section are deemed to be a "written agreement to arbitrate" pursuant to the Federal Arbitration Act ("FAA"). You and Vercel expressly agree and intend that this Section satisfies the "writing" requirement of the Federal Arbitration Act. This Section can only be amended by mutual agreement. For purposes of this Section, "Claims" means collectively, and without limitation, any and all claims, injuries, demands, liabilities, disputes, causes of action (including statutory, contract, negligence, or other tort theories), proceedings, obligations, debts, liens, fines, charges, penalties, contracts, promises, costs, expenses (including attorneys' fees, whether incurred pre-litigation, pre-trial, at trial, on appeal, or otherwise), damages of any kind whatsoever (including consequential, compensatory, or punitive damages), or losses (whether known, unknown, asserted, non-asserted, fixed, conditional, or contingent) that arise from or relate to (i) the Services, including any and all contents, materials and software related thereto, and/or (ii) your use of the Services.

19.4. Informal Dispute Resolution. If any Claim arises out of or relates to the Services or this Agreement, other than as may be provided herein, then you and Vercel agree to send notice to the other providing a reasonable description of the Claim, along with a proposed resolution of it. Vercel's notice to you will be sent based on the most recent contact information that you provided Vercel. If no such information exists or if such information is not current, Vercel has no obligation under this Section. For a period of sixty (60) days from the date of receipt of notice from the other party, you and Vercel will engage in a dialog to attempt to resolve the Claim, though nothing will require either you or Vercel to resolve the Claim on terms with respect to which you and Vercel, in each of the parties' sole discretion, is not comfortable.

19.5. Applicable Law. If you and Vercel cannot resolve a Claim, within sixty (60) days of the receipt of the notice, then you agree that that any such Claim and all other disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement, including, but not limited to any claim that all or any part of this Agreement is void or voidable, or whether a claim is subject to arbitration relating to your use of the Services, will be resolved by binding arbitration, rather than in court. The FAA, not state law, shall govern the arbitrability of such disputes, including the class action waiver below. However, you and Vercel agree that California state law or United States federal law shall apply to, and govern, as appropriate, any and all Claims or disputes arising between you and Vercel regarding this Agreement and the Services, whether arising or stated in contract, statute, common law, or any other legal theory, without regard to choice of law principles. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator must follow the terms of this Agreement as a court would. THIS SECTION, INCLUDING THE PROVISIONS ON BINDING ARBITRATION AND CLASS ACTION WAIVER, SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT, YOUR ACCOUNT OR THE SERVICE.

19.6. Arbitration Request. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to Vercel at 440 N Barranca Ave #4133, Covina, CA 91723. The arbitration will be conducted by JAMS in accordance with the JAMS Streamlined Arbitration Procedure Rules in effect at the time the arbitration is initiated, excluding any rules or procedures governing or permitting class actions. Payment of all filing, administration and arbitrator fees will be governed by JAMS's rules. The arbitration shall take place in San Francisco, California or at such other venue (and pursuant to such procedures) as is mutually agreed upon. You can obtain JAMS procedures, rules, and fee information as follows: JAMS: 800.352.5267 and <https://www.jamsadr.com>.

19.7. Fees. You and Vercel will pay the administrative and arbitrator's fees and other costs in accordance with the applicable arbitration rules; but if applicable arbitration rules or laws require Vercel to pay a greater portion or all of such fees and costs in order for this Section to be enforceable, then Vercel will have the right to elect to pay the fees and costs and proceed to arbitration. Arbitration rules may permit Vercel to recover attorneys' fees. Vercel will not seek to recover attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous.

19.8. Class Action Waiver. YOU AND VERCEL EACH AGREE THAT ANY DISPUTE RESOLUTION PROCEEDING WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. You and Vercel each agree that such proceeding shall take solely by means of judicial reference pursuant to California Code of Civil Procedure section 638.

19.9. Exceptions. Notwithstanding the agreement to resolve all disputes through arbitration, you or Vercel may bring suit in court to enjoin infringement or other misuse of intellectual property rights (including patents, copyrights, trademarks, trade secrets, and moral rights, but not including privacy rights). You or Vercel may also seek relief in small claims court for Claims within the scope of that court's jurisdiction. In the event that the arbitration provisions above are found not to apply to you or to a particular Claim, either as a result of your decision to opt-out of the arbitration provisions or as a result of a decision by the arbitrator or a court order, you agree that the venue for any such Claim or dispute is exclusively that of a state or federal court located in San Francisco County, California. You and Vercel agree to submit to the personal jurisdiction of the courts located within San Francisco County, California for the purpose of litigating all such Claims or any other disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement or your use of the Services in the event that the arbitration provisions are found not to apply. In such a case, should Vercel prevail in litigation against you to enforce its rights under this Agreement, Vercel shall be entitled to its costs, expenses, and reasonable attorneys' fees (whether incurred at or in preparation for trial, appeal or otherwise) incurred in resolving or settling the dispute, in addition to all other damages or awards to which Vercel may be entitled.

19.10. Restrictions. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IF YOU OR VERCEL WANT TO ASSERT A DISPUTE AGAINST THE OTHER, THEN YOU OR VERCEL MUST COMMENCE IT (BY DELIVERY OF WRITTEN NOTICE AS SET FORTH HEREIN) WITHIN ONE (1) YEAR AFTER THE DISPUTE ARISES OR IT WILL BE FOREVER BARRED. “Commencing” means, as applicable: (i) by delivery of written notice as set forth herein; (ii) filing for arbitration with JAMS as set forth herein; or (iii) filing an action in state or federal court. This provision will not apply to any legal action taken by Vercel to seek an injunction or other equitable relief in connection with any losses (or potential losses) relating to the Services, intellectual property rights of Vercel, and/or Vercel's provision of the Services.

19.11. Opt-Out. You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt-out to: privacy@vercel.com with the subject line “COMPANY ARBITRATION AND CLASS ACTION WAIVER OPT-OUT”. The notice must be sent within thirty (30) days of your first use of the Services, otherwise you shall be bound to arbitrate any disputes in accordance with this Agreement providing for binding arbitration. If you opt-out of these arbitration provisions, Vercel also will not be bound by them.

20. Privacy. Please visit <https://vercel.com/legal/privacy> to understand how Vercel collects and uses personal information.

21. Previews. Vercel may elect to provide certain Previews from time to time. Previews are provided “AS-IS”, “WITH ALL FAULTS”, and “AS AVAILABLE”. Vercel’s warranties, indemnities and SLA terms do not apply to Previews and Support Services are not provided for Previews. Vercel may change, discontinue or terminate your use of Previews at any time without notice. “Previews” means Services, releases, features, or functionality provided for preview, pre-release, evaluation, demonstration, or similar purposes.