SITECORE®

Master Subscription Terms and Conditions

These master subscription terms and conditions (including the Addendums) ("**Master Terms**") are entered into as of the date of the last party to sign below ("**Effective Date**") and are between Sitecore USA, Inc. ("**Sitecore**") and Broward County, Florida ("**Customer**").

These Master Terms apply to Orders entered into between Sitecore and Customer. The term "Order" is defined in Section 1 below. All Orders will be governed by the terms and conditions contained in these Master Terms. Orders may relate to one or more of the Sitecore Products or Services listed in the table below. These Master Terms, together with the DPA and all Orders, constitute the "**Agreement**" between the parties.

Sitecore Product or Service	Description
SaaS Products	This Sitecore Product relates to Sitecore's subscription-based software-as-a-service products, including any Sitecore Technology made available to Customer as part of the SaaS Products. Orders including SaaS Products will additionally be governed by the terms and conditions in Addendum A and the DPA.
Hosted Services	This Service relates to Sitecore's subscription-based platform-as-a-service, infrastructure-as-a-service, or other cloud hosting services, including any Sitecore Technology made available to Customer as part of the Hosted Services. Orders including Hosted Services will additionally be governed by the terms and conditions in Addendum A and the DPA.
Software	This Sitecore Product relates to Sitecore's subscription-based on-premise software products, including any patches, updates or upgrades provided by Sitecore. Orders including Software will additionally be governed by the terms and conditions in Addendum B.
Consulting Services	This Service relates to professional consulting services, whether provided remotely or onsite at Customer facilities. Orders including Consulting Services will additionally be governed by the terms and conditions in Addendum C.
Training Services	This Service relates to professional training services, including remote training, web- based training, and onsite classes. Training Services may consist of participating in publicly available classes, scheduling Customer-specific training, or subscribing to eLearning classes. Orders including Training Services will additionally be governed by the terms and conditions in Addendum D.

Each person signing below represents and warrants that they have been duly authorized and has full authority to execute these Master Terms on behalf of the party below. These Master Terms may be executed in counterparts, and may be executed by way of facsimile or electronic signature, and if so, each will be considered an original.

Sitecore USA, Inc.

By: _Noam Bizman_
6083382CBE7D4F1...

Print Name: Noam Bizman

Title: President, Americas

Date: 14 November 2025

Broward County, Florida

By: _____

Print Name: _____

Title: _____

Date: _____

Approved County Attorney's Office:
cn=Rene D. Harrod, ou=Broward County Attorney's Office,
email=rharrod@broward.org, c=US
Approved as to form
2025.11.18 14:53:21 -05'00'

Date: _____

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GENERAL TERMS AND CONDITIONS RELEVANT TO ALL ORDERS

1) **FRAMEWORK.** These Master Terms act as a framework agreement under which the parties can enter into Orders. An "**Order**" consists of an order form for one or more Sitecore Products and Services which is separately executed by Sitecore and Customer on or after the Effective Date and which states its intention to be governed by these Master Terms. An Order may incorporate attachments or exhibits that contain additional information relevant to a particular Sitecore Product or Service. Affiliates of the parties may agree to operate under these Master Terms, and in such event, the Affiliates may enter into an Order ("**Affiliate Order**") and agree to be bound by these Master Terms. The Affiliate Order, and any further Affiliate Orders entered in between such parties, shall form a separate "Agreement" between the parties thereto, and in such regard references to the parties in these Master Terms and DPA (if applicable) shall be construed as references to the parties to the Affiliate Order.

2) **THIRD PARTY ACCESS AND RIGHTS**

   a) **Affiliate use rights**. Where specifically stated in the Order (as part of the Permitted Usage or otherwise), Customer may authorize its Affiliates to use and access the Sitecore Products and Services provided under such Order. Customer shall ensure compliance with the Agreement by any such Affiliates and is responsible for and fully liable for the acts or omissions of such Affiliate as if it were Customer's acts or omissions.

   b) **Authorized Third Parties**. Customer may permit Authorized Third Parties to assist Customer in the access, implementation and use of the Sitecore Products and Hosted Services, provided such activities are for the direct benefit of Customer (and not any third party) and within the scope of Customer's own usage rights under the Agreement. Customer shall ensure compliance with the Agreement by its Authorized Third Parties and is responsible for and fully liable for the acts or omissions of its Authorized Third Parties as if it were Customer's acts or omissions.

   c) **No Third-Party Rights**. Nothing in the Agreement confers on any third party the right to enforce any provision of the Agreement. Except as provided for above in this Section, each Order only permits use by and for the legal entity defined as the Customer.

3) **RESTRICTIONS ON USE.** Except as specifically authorized under the Agreement, by applicable law or by Sitecore in writing, Customer will not (i) modify, disclose, disassemble, decompress, reverse compile, reverse assemble, reverse engineer, or translate the Sitecore Products, Services or Documentation, (ii) rent, lease, lend, distribute, sell, assign, license, or otherwise transfer the Sitecore Products, Services, Documentation or any portion thereof, or (iii) create any derivative works of the Sitecore Products, Services or Documentation.

4) **SUPPORT**

   a) For each Order including Sitecore Products and/or Hosted Services, Sitecore will provide Support during the applicable Subscription Term.

   b) Where Customer provides ideas, proposals, improvements or other suggestions about the Sitecore Products or Services through Support ("**Support Feedback**"), Customer grants Sitecore a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use such Support Feedback for the development of Sitecore Products and Services, without restriction and without any compensation due to Customer.

5) **WARRANTIES.** Each party represents and warrants that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation or organization, and that it has all requisite power and authority to carry out its obligations described in the Agreement. Additional warranties in relation to the Sitecore Products and Services are addressed in the Addendums to these Master Terms.

6) **DISCLAIMER OF WARRANTIES. Except as expressly set forth in Section 5 and in the warranty sections of the Addendums, or to the extent any warranties implied by law cannot be waived, Sitecore makes no warranty of any kind, whether express or implied, statutory or otherwise. Sitecore expressly disclaims all implied warranties, including but not limited to any implied warranties of merchantability, non-infringement, fitness for a particular purpose or any warranties arising from course of dealing. Sitecore also expressly disclaims any and all express, implied or statutory warranties that the Sitecore Products and Services will meet customer's requirements, or that the operation of the Sitecore Products or Services will be uninterrupted or error free. The disclaimers in this Section will apply to the maximum extent permitted by applicable law. Customer may have other statutory rights under applicable law, in which case any such statutorily required warranties will be limited to the shortest period permitted by law.**

7) **THIRD PARTY TECHNOLOGY.** Any implementation of Third Party Technology, including any exchange of data between the Third Party Technology and the Sitecore Products and Services, is the sole responsibility of Customer. Sitecore makes no warranties as to the Third Party Technology or its integration or compatibility with the Sitecore Products and Services, and Sitecore is not responsible

for any disclosure, modification or deletion of Customer Data caused by the Third Party Technology.

8) **INDEMNITY**

a) Sitecore will defend, indemnify and hold harmless Customer and its respective directors, officers, employees, and agents (the "**Customer Indemnitees**"), from and against any third party claims, losses, damages, suits, fees, judgments, costs and expenses finally awarded by a competent court or settled by Sitecore in writing (collectively referred to as "**Customer Claims**"), including reasonable attorneys' fees incurred in responding to such Customer Claims, that the Customer Indemnitees incur as a result of (i) a claim that any Sitecore Product, Services, Training Material or Deliverable (collectively "**Indemnified Products**") infringes or violates any third party intellectual property right, or (ii) any personal injury (including death) or damage to tangible property resulting from Sitecore or its Personnel's acts or omissions. Notwithstanding the foregoing, the following shall apply in respect of any Customer Claims:

i) Sitecore will have no obligation or liability for that portion of any Customer Claims of infringement arising out of or in connection with: (i) where the Indemnified Product is Software, use of a superseded version of the Software if the infringement would have been avoided by the use of an updated release of such Software; (ii) the combination, operation or use of the Indemnified Product with any software, hardware or other materials not furnished by Sitecore; (iii) any modification of the Indemnified Product not performed by Sitecore; (iv) any Gen AI Functionality; or (v) any breach by Customer of the Agreement, if the infringement would have been avoided by Customer not breaching the Agreement;

ii) If Sitecore reasonably believes Customer's use of an Indemnified Product may be endangered or disrupted, Sitecore may: (i) modify the Indemnified Product so as to provide Customer with a functionally equivalent and non-infringing product; or (ii) obtain a license or access rights for Customer to continue use of the Indemnified Product for the Subscription Term at no additional cost to Customer; or (iii) if Sitecore in its sole discretion determines that neither of the foregoing alternatives is commercially reasonable, then Sitecore may at its option terminate Customer's licence to use the Indemnified Product or terminate the applicable Order and promptly refund the pro rata portion of the fees paid by Customer for the applicable Indemnified Product or terminated Order (as applicable) for the applicable Subscription Term; and

iii) to the maximum extent permitted by applicable law, this Section states Sitecore's entire liability and Customer's exclusive remedy for claims of intellectual property infringement.

b) Customer must (i) provide reasonably prompt written notice of any Customer Claim to Sitecore, (ii) allow Sitecore to assume complete control of the defense or settlement of any Customer Claim, and (iii) provide reasonable cooperation and assistance. Customer may participate at its own expense using counsel of its choice. Customer's failure to perform any obligations under this paragraph (b) will not relieve Sitecore of its obligations under this Section unless Sitecore can demonstrate that it has been materially prejudiced as a result of such failure. Furthermore, Sitecore may not settle any Customer Claim without Customer's prior written consent (which such consent shall not be unreasonably withheld, conditioned or delayed) if such settlement (i) contains a stipulation to or an admission or acknowledgement of any liability or wrongdoing on the part of Customer, or (ii) imposes any obligation or liability upon Customer.

9) **LIMITATION OF LIABILITY**

a) **Neither party will be liable for any indirect, incidental, special, consequential, punitive or exemplary damages arising out of or related to the Agreement under any legal theory, even if the party has been advised of, knows of, or should have known of, the possibility of such damages.**

b) **Subject to Section 9(c)-(d) below, neither party's aggregate liability under or in relation to the Agreement will exceed the amount of fees paid by Customer for Sitecore Products and Services under the Agreement in the twelve months preceding the first incident giving rise to liability under the Agreement.**

c) **Sitecore's aggregate liability under the Agreement for the unauthorized use or disclosure of Personal Data, insofar as it is directly and solely resulting from breach of the DPA, will not exceed the amount of fees paid by Customer for Sitecore Products and Services under the Agreement in the twenty-four months preceding the first incident giving rise to liability under the Agreement.**

d) **The exclusions and limits of liability in this Section 9 will not apply to: (i) either party's indemnification obligations under the Agreement; (ii) Customer's violation of the Sitecore Usage Policy; (iii) Customer's use outside the scope of the licences or access rights granted by Sitecore in the Agreement; and (iv) Customer's failure to pay the fees when due under the Agreement. Furthermore, nothing herein will limit a party's liability for that party's wilful misconduct or fraud, or anything else that may not by law be limited or excluded.**

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10) **CONFIDENTIAL INFORMATION.** The term "Confidential Information" means all information disclosed in written, oral, electronic, visual or other form by either party (each a "Disclosing Party") to the other party ("Recipient") and either (a) marked or otherwise conspicuously and clearly designated as "confidential" or "proprietary" at the time of disclosure or (b) disclosed with prior or contemporaneous written notice that the information is to be treated as confidential. For clarity, Sitecore represents that it considers its Confidential Information to include, without limitation, customer lists, pricing information, technical and product information, source code, object code, system designs, product roadmaps, non-public financial information, non-public security and compliance materials and documentation, product research and development, technical data, federally protected trade secrets, or know-how of Sitecore and its Affiliates. Confidential Information does not include information that (i) is or becomes a matter of public knowledge through no fault of the Recipient, (ii) was rightfully in the Recipient's possession free of any obligation of confidence, (iii) was rightfully disclosed to Recipient by a third party without restriction as to use or disclosure, or (iv) is independently developed by Recipient without use of or reference to Disclosing Party's Confidential Information. Recipient will hold the Confidential Information received from the Disclosing Party in confidence and will not, directly or indirectly, disclose it to any other person or entity except to Recipient's and its Affiliates' employees and independent contractors who (x) have a need to know, (y) have been notified that such information is Confidential Information, and (z) are subject to binding confidentiality obligations no less protective of the Disclosing Party than the Agreement. Recipient will protect the Disclosing Party's Confidential Information by using the same degree of care as Recipient uses to protect its own confidential or proprietary information of a like nature (but not less than a reasonable degree of care). Recipient will promptly notify the Disclosing Party upon learning of any misappropriation or misuse of Confidential Information disclosed hereunder. Notwithstanding the foregoing, Recipient will be permitted to disclose Confidential Information pursuant to any statutory or regulatory authority or court order, provided that Recipient provides the Disclosing Party prompt prior notice (to the extent legally permitted to do so), and the scope of such disclosure is limited to the extent possible. For the avoidance of doubt, Customer Data shall be subject to the terms of the DPA and not this Section 10.

11) **TERM AND TERMINATION**

a) **Term.** The Agreement will commence on the Effective Date and continue unless earlier terminated in accordance with this Section (the "**Term**"). Each Order will come into force and effect as of its effective date as described therein and continue for its Subscription Term (or other duration identified in the Order) unless terminated in accordance with this Section.

b) **Termination for Breach.** Either party may terminate the Agreement and any active Order if the other party commits a material breach of the Agreement and either (i) fails to cure that breach within 30 days following receipt of written notice from the non-breaching party, or (ii) such breach is not capable of remedy. For purposes of clarity, a party may choose to terminate only the applicable Order if the breach event was limited to the substance of that Order. If either party terminates the Agreement for breach, all active Orders will also terminate.

c) **Termination for Insolvency.** Either party may terminate the Agreement by providing written notice to the other party if: (i) the other party files a voluntary petition in bankruptcy or an involuntary petition is filed against it; (ii) a trustee or receiver is appointed by a court for all or a substantial portion of the assets of the other party; (iii) the other party becomes insolvent, suspends business, or ceases to conduct its business in the ordinary course; or (iv) the other party makes an assignment of its assets for the benefit of its creditors.

d) **Termination where no active Orders; Termination for Convenience.** Either party may terminate the Agreement by providing written notice to the other party where there are no active Orders in place between the parties. Limited solely to time periods thirty-six (36) months after the Effective Date or later, this Agreement may also be terminated for convenience by the Customer with at least thirty (30) days' advance written notice to Sitecore. Sitecore acknowledges that it has received good, valuable, and sufficient consideration for Customer's right to terminate this Agreement for convenience including in the form of Customer's obligation to provide advance written notice to Sitecore of such termination in accordance with this section. If this Agreement is terminated by Customer for convenience, Sitecore shall be paid for any services properly performed through the termination date specified in the written notice of termination, and Customer shall not be entitled to any refund for any prepaid portion of the Term.

e) **Effect of Termination.** Upon termination or expiry of any Order, the license and access rights applicable to such Order will immediately terminate. Upon termination or expiry of the Agreement, those provisions of the Agreement which by their nature are intended to survive will survive termination. Termination or expiry of the Agreement or any Order will not affect the accrued rights and obligations of the parties as at the date of expiry or termination. In the event Sitecore terminates the Agreement or any Order for Customer's material breach or insolvency, Customer is still obligated to pay any fees which have accrued prior to termination. In the event Customer terminates an Order for Sitecore's material breach or insolvency, Sitecore will refund the pro-rata share of any fees Customer has prepaid for the applicable Subscription Term under the Order.

12) **PRICING, INVOICING AND TAXES**

a) **Payment of fees.** The fees will be set forth in the applicable Order. Customer shall pay Sitecore within thirty (30) days after receipt of Sitecore's proper invoice in accordance with the "Broward County Prompt Payment Ordinance," Section 1-51.6 of the

Broward County Code of Ordinances, and the Local Government Prompt Payment Act, Section 218.70, et seq., Florida Statutes. The invoice will be paid in the currency set forth in the applicable Order. An invoice shall be valid where the amounts invoiced are accurate and the invoice otherwise complies with the terms of this Agreement. With respect to a Sitecore Product or Hosted Services, unless otherwise set forth in Addendum B or the applicable Order, if at any time Customer exceeds its then-current Entitlement, then upon 15 days' prior notification Customer will automatically be upgraded to the next applicable pricing tier, and Sitecore will invoice Customer based on its then-current retail prices for such pricing tier. Additionally, with respect to SaaS Products, to aid in determining whether or not Customer has exceeded its then-current Entitlement, Customer shall keep track of its usage and provide such usage information upon reasonable request from Sitecore, where if not timely produced or if Sitecore has reasonable grounds to question its accuracy, Sitecore may, at its own expense, use an available market tool to gather such usage information, and where such usage information indicates that Customer has exceeded its then-current Entitlement, Sitecore will notify and invoice Customer as set forth in the preceding sentence. In the event of non-payment by Customer of a valid invoice, if Customer still fails to pay such invoice after being sent a 15 days' reminder notice to pay such invoice, Sitecore may, at its sole discretion, suspend the access or provision of the Sitecore Products and/or Services, or terminate the affected Order.

b) **Taxes**. Customer will be responsible for sales, use, value-added tax, and excise taxes and any like charges required to be collected by Sitecore with respect to the Sitecore Products and Services provided by Sitecore, and Sitecore will list those taxes and charges as separate line items on Sitecore's invoice. Sitecore will be responsible for all taxes based on the net income of Sitecore or any of its Affiliates. If Customer is exempt from transaction taxes, Customer will provide Sitecore with evidence of such tax-exempt status prior to entering into any Order.

13) **COMPLIANCE WITH LAWS.** In performing its obligations under the Agreement, each party must comply with all Applicable Laws, including (where SaaS Products are made available, and/or Hosted Services are provided, under an Order) as set forth in the DPA.

14) **GENERAL**

a) **Anti-Bribery**. Each party will comply with all applicable anti-corruption laws and regulations, including without limitation the US Foreign Corrupt Practices Act of 1977 and the UK Bribery Act of 2010. Each party agrees that it will not, whether directly or through third parties, give, promise or attempt to give, or approve or authorize the giving of, anything of value to any person or any entity for the purpose of (i) securing any improper advantage for Sitecore or Customer, (ii) inducing or influencing a public official improperly to take action or refrain from taking action in order for either party to obtain or retain business, or to secure the direction of business to either, or (iii) inducing or influencing a public official to use his/her influence with any government or public international organization for such purpose.

b) **Assignment**. Neither party may assign the Agreement, by operation of law or otherwise, except with the other party's written consent, which will not be unreasonably withheld or delayed, except that:

   i)   Customer may assign the Agreement in its entirety, without Sitecore's consent, to a successor (whether by merger, sale of assets, sale of stock, or otherwise), upon written notice to Sitecore, if the assignment does not alter the scope and usage rights and parameters of any of the license(s) granted in the Sitecore Products and Services, and provided the assignee agrees in writing to assume Customer's obligations under the Agreement; and

   ii) Sitecore may assign the Agreement in its entirety, without Customer's consent, to a successor (whether by merger, sale of assets, sale of stock, or otherwise) or an Affiliate that agrees in writing to assume Sitecore's obligations under the Agreement, and where any attempted assignment or transfer in violation of this Section will be void and of no force or effect.

c) **Personnel**. Sitecore will remain responsible for the acts and omissions of its Personnel in performance of the obligations under the Agreement.

d) **Force Majeure**. Neither party will be in default or otherwise liable for any delay or failure to perform under the Agreement (except payment obligations) if such delay or failure arises by any event beyond its reasonable control, including, but not limited to, work stoppages, acts of war or terrorism, civil or military disturbances, or nuclear or natural catastrophes; provided the non-performing party provides prompt notice to the other party, and such failure or delay could not have been prevented by reasonable precautions. In such event, the non- performing or delayed party will be excused from further performance for as long as such circumstances prevail and such non-performing or delayed party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay. In the event one party's lack of performance under this provision continues for more than 60 days, the other party may terminate the Agreement or the affected Order.

e) **Relationship of the Parties**. The relationship of the parties hereunder shall be that of independent contractors, and nothing herein shall be deemed or construed to create any employment, agency or fiduciary relationship between the parties. Sitecore will be responsible for the employment, supervision, direction, control and payment of its Personnel, including taxes, deductions

and withholdings, compensation and any other legally required benefits. In no event will Personnel be deemed an employee, subcontractor, representative, or agent of Customer.

f) **Waivers**. All waivers must be in writing and signed by authorized representatives of the parties. Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

g) **Severability**. If any provision of the Agreement is adjudicated to be unenforceable, such provision will be deemed changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

h) **Notices**. Each party will send notices to the other party at its address stated in the applicable Order or at an address specified by the receiving party in writing, attention Legal Department. Email notices to Sitecore may be sent to legalnotice@sitecore.com. All notices sent under the Agreement will be in writing, properly addressed, and: (a) mailed by first-class or express mail or certified mail, as applicable, receipt requested; (b) sent by reputable overnight delivery service; (c) sent via email; or (d) personally delivered to the receiving party. Each notice will be deemed given upon receipt of that notice by the other party.

i) **Entire Agreement; Order of Precedence**. The 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 ("**Pre-Contractual Statements**"). Each party acknowledges that in entering into the Agreement (including any Order) it does not rely on any Pre-Contractual Statement made by or on behalf of the other party (whether made innocently or negligently) in relation to the subject matter of the Agreement, except those expressly set out in the Agreement. Each party agrees it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any Pre-Contractual Statement and hereby waives all rights and remedies which might otherwise be available to it in relation thereto. However, nothing in the Agreement shall limit or exclude the liability of either party arising out of any pre-contractual fraudulent misrepresentation or fraudulent concealment. In the event of conflict, the Agreement documents will have the following order of precedence: first the DPA, second these Master Terms, and then the applicable Order, save that specific exceptions or amendments to these Master Terms or the DPA may be agreed upon in writing by Customer and Sitecore under a particular Order by specifically referencing the language that the parties agree to override or amend, in which case such specific exceptions or amendments in the Order will take precedence over the DPA and/or these Master Terms. Exceptions will apply only for the Order in which they are included and will not amend, cancel, or waive any provision of these Master Terms for any other Order. The Agreement may be amended only by a written document signed by both parties specifically noting its intent to amend. Any additional terms or conditions contained in any purchase orders, acknowledgments, invoices, click-through license agreements or other documents delivered, provided, or made available in connection with the Agreement will be of no force and effect, regardless of any failure by Sitecore to object to such terms, provisions or conditions.

j) The following additional terms and conditions apply to this Agreement, notwithstanding any other provision to the contrary:

   i) <u>Required Florida Provisions</u>. The provisions of this section apply solely to the extent required by Applicable Law and their applicability to Sitecore and its Subcontractors in relation to the Services provided in accordance with this Agreement: Sitecore represents, as of the Effective Date, that, to its knowledge, its entry into this Agreement will not violate the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Sitecore has been placed on the convicted vendor list. Sitecore represents that, to its knowledge as of the Effective Date, it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it has not been identified as a company or other entity subject to scrutiny under Sections 215.473 or 215.4725, Florida Statutes. Sitecore represents and certifies that, to its knowledge as of the Effective Date, it is not, and throughout the Agreement will not be, ineligible to contract with Customer on any of the grounds stated in Section 287.135, Florida Statutes. Sitecore represents that, to its knowledge as of the Effective Date, it is, and throughout the Agreement will remain, in compliance with Section 286.101, Florida Statutes. By execution of this Agreement by an authorized representative of Sitecore, Sitecore hereby attests under penalty of perjury that Sitecore does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Solely to the extent required by the aforementioned statute(s), the undersigned authorized representative of Sitecore declares under penalties of perjury that they have read the foregoing statement and that the facts stated in it are true.

   ii) <u>Verification of Employment Eligibility</u>. The provisions of this section apply solely to the extent required by Applicable Law and their applicability to Sitecore and its Subcontractors in relation to the Services provided in accordance with this Agreement: If and to the extent Sitecore or any Sitecore subcontractor to this Agreement has employees within the State of Florida, Sitecore represents they have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all such newly hired employees in compliance

with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Sitecore violates this section, Customer may immediately terminate this Agreement for cause and Sitecore shall be liable for all reasonable and documented costs incurred by Customer that are directly due to the termination within the limits defined in Section 9.

iii) Prohibited Telecommunications. The provisions of this section apply solely to the extent required by Applicable Law and their applicability to Sitecore and its Subcontractors in relation to the Services provided in accordance with this Agreement: To its knowledge as of the Effective Date, Sitecore represents and certifies that it and its subcontractors in the USA do not use, and throughout the Agreement will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 C.F.R. §§ 52.204-24 through 52.204-26.

iv) Entities of Foreign Concern. The provisions of this section apply solely to the extent required by Applicable Law and their applicability to Sitecore and its Subcontractors in relation to the Services provided in accordance with this Agreement: By execution of this Agreement, the undersigned authorized representative of Sitecore hereby attests under penalty of perjury as follows: Sitecore is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in Sitecore; and the undersigned authorized representative of Sitecore declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

v) Nondiscrimination; Compliance with Laws. Sitecore shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, pregnancy, or any other basis prohibited by applicable law in the performance of this Agreement. Solely to the extent related to the products and Services provided to Customer by Sitecore under an Order, Sitecore and its provision of the products and services must comply with all applicable law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements, and all deliverables provided for online utilization must meet or exceed the World Wide Web Consortium/Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standard or any higher standard as required by applicable law subject to any timelines included in such laws. For clarification purposes, Sitecore will have the right to any additional time to meet that standard to the extent the deadline for implementation of the above is delayed, in which event such additional time shall not be considered a breach of the Agreement.

vi) Sovereign Immunity; Third-Party Beneficiaries. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by Customer nor shall anything included herein be construed as consent by Customer to be sued by third parties in any matter arising out of this Agreement. Neither Sitecore nor Customer intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

vii) Public Records. Notwithstanding any other provision in this Agreement, any action taken by Customer in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. To the extent applicable, the provisions of Section 119.0701, Florida Statutes, are incorporated and deemed fully restated herein.

IF SITECORE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SITECORE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-357-8551, CHRISWILLIAMS@BROWARD.ORG, 1 NORTH UNIVERSITY DRIVE, SUITE 4003A, PLANTATION, FL 33324.

k) Insurance.

i) Throughout the Term (so long as there are active Orders in place between the parties), Sitecore shall, at its sole expense, maintain the minimum insurance coverages stated in Attachment 1 in accordance with the terms and conditions of this Section. Sitecore shall maintain insurance coverage against claims relating to any act or omission by Sitecore, its agents, representatives, employees, or subcontractors in connection with this Agreement. If and to the extent requested by Customer no more than one time in any 12 month period, Sitecore shall provide Customer with a copy of the applicable certifications of insurance.

ii)   So long as there are active Orders in place between the parties, Sitecore shall maintain all insurance coverages required by this article in full force and effect without any lapse in coverage throughout the relevant Subscription Term. All required insurance policies must be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- or better and a financial size category class VII or greater.

iii) All required insurance coverages shall provide primary coverage and not require contribution from any Customer insurance, self-insurance, or otherwise, which shall be in excess of and shall not contribute to the required insurance provided by Sitecore. Sitecore shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against Customer for which Sitecore was liable.

iv)   Unless prohibited by the applicable policy, Sitecore waives any right to subrogation that any of Sitecore's insurers may acquire against Customer. Sitecore shall ensure that each subcontractor providing services under this Agreement maintains appropriate insurance for those services.

15) **GOVERNING LAW, JURISDICTION AND GEO-SPECIFIC TERMS.** Governing law, jurisdiction, and other geo-specific terms are specified in Addendum E.

16) **DEFINITIONS.** The below terms shall have the meanings given to them in this Section 16. Other terms may be defined elsewhere in these Master Terms or in the DPA or an Order. Terms defined below but not used in these Master Terms may be used in an Order and/or the DPA.

a)   "**Affiliate**" means any person or entity directly or indirectly Controlling, Controlled by, or under common Control with, a party, as of or after the Effective Date, for so long as that relationship is in effect (including affiliates subsequently established by acquisition, merger or otherwise), where "**Control**" means an ownership, voting or similar interest representing more than fifty percent (50%) of the voting shares or otherwise having the power to direct the management of the entity.

b)   "**Applicable Laws**" means: (i) in the case of Sitecore, applicable laws, rules, regulations, and ordinances of any governmental body relating to the provision of the Sitecore Products or Services; and/or (ii) in relation to the Customer, applicable laws, rules, regulations, and ordinances of any governmental body relating to the receipt or use of the Sitecore Products or Services by the Customer.

c)   "**Authorized Third Parties**" means any subcontractors, agents or other third parties authorized by Customer to perform services related to the Sitecore Products or Hosted Services on behalf of Customer.

d)   "**Consulting Services**" means the professional consulting services described in the table at the beginning of these Master Terms and specified in the relevant Order.

e)   "**Customer Data**" means any data, content, materials, video, graphics, recordings, or text, including Personal Data, provided to Sitecore by Customer, Customer's Authorized Third Parties, or Customer's customers, through use of the SaaS Products or Hosted Services.

f)   "**Customer Materials**" means any documents, software, technical information or other materials made available by Customer for Sitecore's use in performing the Consulting Services.

g)   "**Data Processing Addendum**" or "**DPA**" means the Sitecore data processing addendum available at https://www.sitecore.com/legal/dpa as of the Effective Date.

h)   "**Deliverables**" means any document, report, code or other tangible development work provided by Sitecore to Customer as part of (i) the Consulting Services under an Order or (ii) other ancillary services, exclusive of Customer Materials.

i)   "**Documentation**" means the resources made available setting forth the then-current functional, operational, and performance capabilities of, and the required configurations and specification for acceptable use of, the Sitecore Products and Hosted Services, including as set forth on http://doc.sitecore.com, as may be updated from time to time (and where such updates affect functionality or performance capabilities of the relevant Sitecore Product, Sitecore agrees that such updates shall be commercially reasonable, with both parties acknowledging the need to continually improve and advance the technology of the relevant Sitecore Product).

j)   "**GenAI Functionality**" means generative AI services, features or functions made available as part of the SaaS Products or Hosted Services.

k)   "**Hosted Services**" means the cloud hosting services described in the table at the beginning of these Master Terms and specified in the relevant Order.

l)   "**Permitted Usage**" means, in relation to a Sitecore Product or the Hosted Services, the permitted usage stated in relation to such Sitecore Product or Hosted Service in the applicable Order.

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m) "**Personal Data**" means any Customer Data relating to an identified or identifiable natural person, or as otherwise defined under applicable law, but expressly excluding Restricted Data.

n) "**Personnel**" means Sitecore's and its Affiliates' employees and officers.

o) "**Restricted Data**" means financial records, credit card data, personal health information, and any other data requiring a standard of protection greater than that set forth in the DPA.

p) "**SaaS Products**" means the software-as-a-service products described in the table at the beginning of these Master Terms and specified in the relevant Order.

q) "**Services**" means any Consulting Services, Training Services or Hosted Services that Sitecore performs or provides under the Agreement.

r) "**Sitecore Products**" means the Software and SaaS Products.

s) "**Sitecore Technology**" means any software, hardware, processes, user interfaces, algorithms and other technology used by Sitecore to provide the Hosted Services or SaaS Products.

t) "**Sitecore Usage Policy**" means the restrictions and limitations applicable to relevant Hosted Services or SaaS Products, which is available at https://www.sitecore.com/legal/usage-policy.

u) "**Software**" means the proprietary software products provided on a subscription basis as described the table at the beginning of these Master Terms and as specified in the relevant Order.

v) "**Subscription Term**" means the term of Customer's license to use and/or access the Software, Services or SaaS Products, as further described and defined in the applicable Order.

w) "**Support**" means the support and maintenance services as set forth at https://kb.sitecore.net/articles/583182, at the level indicated in the applicable Order.

x) "**Third Party Technology**" means any third party applications or services provided by Customer or a third party (even if payment is arranged through Sitecore but the contractual relationship is between Customer and the third party) for integration or use with Sitecore Products and Services.

y) "**Training Materials**" means any document, report, assessment, code, audio, video, simulation, or product information provided by Sitecore as part of the Training Services.

z) "**Training Services**" means the professional training services as described in the table at the beginning of these Master Terms and as specified in the relevant Order.

aa) "**Usage Data**" means any data collected by Sitecore, or to which Sitecore has access under the Agreement, as a result of Customer's use of the SaaS Products and Hosted Services, but excluding Customer Data. Usage Data includes e.g., login frequency or durations, feature or functionality usage, successful connections, configuration, and page views.

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ADDENDUM A: ADDITIONAL TERMS RELATING TO ORDERS INCLUDING SAAS PRODUCTS AND/OR HOSTED SERVICES

1) **SAAS PRODUCTS.** Where SaaS Products are made available under an Order, Sitecore and its licensors retain all right, title and interest in the SaaS Products and any applicable Documentation. Subject to compliance with the Agreement, Sitecore grants Customer a non-exclusive, non-transferable, non-assignable, non-sublicensable (save as expressly provided in the Agreement) license to access the SaaS Products and copy and use the Documentation, solely during the applicable Subscription Term, and solely for the Permitted Usage. Customer's use of the SaaS Products is subject to compliance with the Sitecore Usage Policy. An Order may set forth other specific license terms and restrictions applicable to the SaaS Products.

2) **HOSTED SERVICES.** Where Hosted Services are provided under an Order, Sitecore and its licensors retain all right, title and interest in the Hosted Services and any applicable Documentation. Subject to compliance with the Agreement, Sitecore grants Customer a non-exclusive, non-transferable, non-assignable, non-sublicensable (save as expressly provided in the Agreement) license to use the Sitecore Technology and access the Hosted Services, and copy and use the Documentation, solely during the applicable Subscription Term, and solely for the Permitted Usage. Customer's use of the Hosted Services is subject to compliance with the Sitecore Usage Policy. An Order may set forth other specific license terms and restrictions applicable to the Hosted Services.

3) **GEN AI FUNCTIONALITY.** Sitecore may make available certain Gen AI Functionality as part of certain SaaS Products or Hosted Services. Sitecore acknowledges that Customer may have its own internal policies regarding the use of generative AI technology in its business, which may encompass the use of Gen AI Functionality. Customer may therefore choose to use such Gen AI Functionality at its own discretion. Where Customer uses any Gen AI Functionality, the terms in the Gen AI Addendum shall additionally apply.

4) **SERVICE LEVEL AGREEMENT.** Sitecore offers a service level agreement for each of its SaaS Products and Hosted Services (a "**Service Level Agreement**"), which can be found at https://www.sitecore.com/legal/sla.

5) **WARRANTIES.** Sitecore warrants that SaaS Products (excluding, if applicable, Gen AI Functionality and Gen AI Outputs) made available to Customer under an Order will materially perform in accordance with the Documentation during the applicable Subscription Term.

6) **DATA PROCESSING ADDENDUM & CUSTOMER DATA**

   a) Sitecore will manage, process and store all Customer Data in accordance with the Data Processing Addendum.

   b) Customer owns and shall retain all right, title, and interest in and to the Customer Data. Customer represents and warrants that none of the Customer Data violates the Agreement and that it has all necessary right, title, interest and consent necessary to allow Sitecore to use Customer Data for the purposes of fulfilling its obligations under the Agreement, and Customer understands and agrees that the Customer Data should not include any Restricted Data without Sitecore's prior written consent. Customer grants to Sitecore a non-exclusive and non-transferable right and license during the Subscription Term to copy, store, process, transmit and otherwise use the Customer Data solely as necessary and appropriate for Sitecore to fulfil its obligations under the Agreement and in accordance with Applicable Laws.

   c) Additional provisions in relation to the use of Gen AI Inputs and Gen AI Outputs (if applicable) are contained in the Gen AI Addendum.

7) **USAGE DATA.** Customer understands and agrees that Sitecore will use the Usage Data (i) in order to provide the Sitecore Products and Services to Customer, and (ii) for its internal purposes to improve the Sitecore Products and Services, provided that any such use will not disclose the identity of Customer or its users. As between the parties, Sitecore owns all right, title and interest in and to the Usage Data.

8) **CUSTOMER INDEMNITY**

   a) Customer will defend, indemnify and hold harmless Sitecore and its respective directors, officers, employees, and agents (the "**Sitecore Indemnitees**"), from and against any third party claims, losses, damages, suits, fees, judgments, costs and expenses (collectively referred to as "**Sitecore Claims**"), including reasonable attorneys' fees incurred in responding to such Sitecore Claims, that the Sitecore Indemnitees incur as a result of (i) Sitecore's access to, collection, use or storage of Customer Data in performing its obligations under the

   Agreement (including, without limitation, making available the SaaS Products and/or providing the Hosted Services), including any claim that the Customer Data is Restricted Data, or (ii) conduct or alleged conduct that would constitute Customer's breach of the Sitecore Usage Policy.

   b) Sitecore must (i) provide reasonably prompt written notice of any Sitecore Claim to Customer, (ii) allow Customer to assume complete control of the defense or settlement of any Sitecore Claim, and (iii) provide reasonable cooperation and assistance. Sitecore may participate at its own expense using counsel of its choice. Sitecore's failure to perform any obligations under this paragraph (c) will not relieve Customer of its obligations under this Section unless Customer can demonstrate that it has been

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materially prejudiced as a result of such failure. Furthermore, Customer may not settle any Sitecore Claim without Sitecore's prior written consent (which such consent shall not be unreasonably withheld, conditioned or delayed) if such settlement (i) contains a stipulation to or an admission or acknowledgement of any liability or wrongdoing on the part of Sitecore, or (ii) imposes any obligation or liability upon Sitecore.

9) **TERM AND TERMINATION**

a) **Suspension**. Sitecore reserves the right, by providing electronic notice to Customer, to suspend any Order for SaaS Products or Hosted Services (as applicable) in the event Sitecore reasonably believes that Customer has materially violated the Sitecore Usage Policy or is causing an actual or imminent risk to the security or operations of Sitecore. Sitecore will provide as much advance notice as is reasonably practical of any suspension. In the event Customer does not cure the situation giving rise to this suspension or does not use its best endeavours to work with Sitecore to remediate the situation giving rise to the suspension within 10 days of receipt of notice, Sitecore may terminate the Order for breach with no further right to cure. Sitecore shall restore the affected SaaS Product(s) or Hosted Services as soon as reasonably practicable following the situation giving rise to the suspension being cured.

b) **Gen AI Functionality Suspension**. Specific termination and suspension rights in relation to Gen AI Functionality (if applicable) are contained in the Gen AI Addendum.

c) **Termination for Change to Service Level Agreement**. With respect to each of its SaaS Products and Hosted Services (as applicable), to the extent any updates to the applicable Service Level Agreement, even if reasonable, result in a material decrease in the Monthly Uptime Commitment (defined in the applicable Service Level Agreement), Customer may immediately terminate the applicable Order by providing written notice to Sitecore within 60 days after publication of such changes, and where failure to provide such timely notice will be deemed consent to such change. In the event Customer timely terminates such Order as set forth in the preceding sentence, Sitecore will refund the pro-rata share of any fees Customer has prepaid for the applicable Subscription Term under the Order.

d) **Effect of Termination**.

   i) Upon termination of any Order including SaaS Products, Customer will immediately cease all use of such SaaS Products.

   ii) With respect to Customer Data: (i) Sitecore will only retain the Customer Data stored in its systems for 30 days (the "**Retrieval Period**") after termination of any Order for SaaS Products and/or Hosted Services (as applicable); (ii) Sitecore will make Customer Data available for retrieval during the Retrieval Period and will assist with any reasonable request from Customer to retrieve the Customer Data within the Retrieval Period, provided that if the Order is terminated for Customer's breach: (A) such assistance will be provided at Customer's cost; and (B) Customer acknowledges that Sitecore (acting reasonably) shall not be responsible where it is not able to assist as a result of the nature of Customer's breach; and (iii) if requested by Customer, Sitecore will destroy Customer Data before expiration of the Retrieval Period, provided Sitecore may retain Customer Data where required by Applicable Laws or reasonably necessary to prevent liability.

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GEN AI ADDENDUM: ADDITIONAL TERMS RELATING TO GEN AI FUNCTIONALITY

1) **GEN AI FUNCTIONALITY.** Customer is free to choose to use (and to continue to use or stop using) the Gen AI Functionality made available by Sitecore at its own discretion. The terms and conditions of this Gen AI Addendum, and the Gen AI Policy portion of the Sitecore Usage Policy, shall additionally apply where the Customer uses Gen AI Functionality.

2) **OWNERSHIP AND USE OF GEN AI INPUTS AND OUTPUTS.**

   a) Subject to paragraph 4 below, Customer acknowledges that all content or information submitted through use of the Gen AI Functionality by or on behalf of Customer ("**Gen AI Inputs**") and all content or other results generated by or on behalf of the Customer through use of the Gen AI Functionality ("**Gen AI Outputs**") shall be Customer Data.

   b) Gen AI Functionality may include features which are powered by AI models operated by a third party, in which case Customer permits the relevant third party provider of such Gen AI Functionality to use the Gen AI Inputs and Gen AI Outputs or other Customer Data submitted to the Gen AI Functionality as necessary to provide and maintain the Gen AI Functionality, comply with applicable laws, and enforce its policies.

   c) Where Gen AI Inputs and Gen AI Outputs are submitted to a third party provider, those Gen AI Inputs and Gen AI Outputs may be retained temporarily by the third party provider as part of the operation of their service. However, Sitecore shall contractually restrict any third-party provider of Gen AI Functionality from using Gen AI Inputs and Gen AI Outputs for: (i) training, (ii) otherwise improving its large language models or other services, and/or (iii) general use beyond the use required to provide and maintain the Gen AI Functionality or as otherwise set out in this Addendum.

   d) Any third party provider of Gen AI Functionality shall act as a Subprocessor of Customer Data submitted to the relevant Gen AI Functionality, including Personal Data that may be contained in Gen AI Inputs or other Customer Data. All processing of Customer Data will be governed by the DPA in place between Sitecore and Customer. In this Addendum, "**Subprocessor**" and "**Personal Data**" shall have the meanings given to them in the DPA.

3) **RESPONSIBILITY FOR GEN AI INPUTS AND OUTPUTS.**

   a) The Gen AI Outputs are created based on a statistical analysis of the Gen AI Inputs, without any detailed understanding of the Gen AI Inputs. Customer acknowledges that the Gen AI Outputs depend on the quality of the Gen AI Inputs, and the Gen AI Outputs may be inaccurate, incomplete, unexpected or unfaithful to the Gen AI Inputs, or may contain biases.

   b) Customer is solely responsible for (i) the accuracy and quality of any Gen AI Inputs; (ii) verifying and validating the accuracy of any Gen AI Outputs, and (iii) any decision, action or omitted action based on any Gen AI Outputs.

   c) Customer acknowledges and agrees that the Gen AI Functionality may produce outputs that could inadvertently infringe upon third party intellectual property rights. Customer is solely responsible for ensuring that their use of the Gen AI Outputs complies with all applicable intellectual property laws and regulations.

4) **THIRD PARTY GEN AI OUTPUTS.** Customer acknowledges that third parties may submit information or materials that generate results that are identical or similar to the Gen AI Outputs ("**Third Party Gen AI Outputs**"). Customer has no right, title or interest in or to any Third Party Gen AI Outputs.

5) **RETRIEVAL OF GEN AI INPUTS AND GEN AI OUTPUTS.** Any obligations on Sitecore in the Agreement to make Customer Data available for retrieval, assist with retrieval and destroy Customer Data will only apply to the Gen AI Inputs and Gen AI Outputs where they are retained by Sitecore.

6) **LIABILITY.** To the maximum extent permitted by law and notwithstanding anything to contrary in the Agreement, Sitecore does not provide any representation, warranty, indemnification or other commitment of any kind regarding any Gen AI Functionality (including, for sake of clarity, any Beta Gen AI Features, and including, without limitation, in

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relation to the accuracy, reliability or completeness of the Gen AI Outputs) and shall have no liability for any loss or damage caused by use of or reliance on any Gen AI Outputs.

7) **BETA GEN AI FEATURES.** Gen AI Functionality may be made available by Sitecore as new features or functionality identified as beta and/or early access, and in such case will be provided free of charge ("Beta Gen AI Features"). Where Sitecore decides to make the Beta Gen AI Features generally available, Sitecore may at any time, upon reasonable notice to Customer, introduce fees for continued use of such Gen AI Functionality. Such fees will apply to Customer's use of the relevant Gen AI Functionality as set forth in an Order or otherwise agreed in writing between the parties. Notwithstanding the foregoing, Sitecore is under no obligation to develop, release, make generally available or commercially offer a final product based on the Beta Gen AI Features.

8) **SUSPENSION.**

   a) Sitecore may, at any time and without liability, suspend or terminate access to, modify, replace or discontinue any part or feature of any Beta Gen AI Features.

   b) Sitecore may, without liability, suspend or terminate access to the Gen AI Functionality immediately upon notice to Customer in the event that any third party provider of the Gen AI Functionality suspends, terminates or ceases to provide access to the relevant Gen AI Functionality.

   c) Subject to paragraph 7(c) below, if the Customer has paid fees in relation to any Gen AI Functionality that is suspended or terminated under paragraph 7(a) above, then: (i) in the case of termination, Sitecore will refund the pro-rata share of any prepaid fees for the affected Gen AI Functionality that relate to the period following termination; and (ii) in the case of suspension, fees for the affected Gen AI Functionality shall be suspended during any such period of suspension and Sitecore will refund the pro-rata share of any prepaid fees for the affected Gen AI Functionality that relate to the period of suspension.

   d) Customer will not be entitled to a refund of prepaid fees where any such suspension or termination arises from breach of the Agreement by Customer.

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ADDENDUM B: ADDITIONAL TERMS RELATING TO ORDERS INCLUDING SOFTWARE

1) **SOFTWARE LICENSES AND RESTRICTIONS**

   a) Upon execution of an Order including Software, Customer will be provided a license key that gives Customer access to the Software ("**License Key**"). The License Key will be time-limited until full payment of the applicable fees have been received by Sitecore.

   b) Sitecore and its licensors retain all right, title and interest in the Software and Documentation. Subject to compliance with the Agreement, Sitecore grants Customer a non-exclusive, non-transferable, non-assignable, non-sublicensable (save as expressly provided in the Agreement) license, solely during the applicable Subscription Term, to copy and use the Documentation, and the Software, in compliance with applicable law, solely for the Permitted Usage. An Order may set forth other specific license terms and restrictions applicable to the Software.

2) **SOFTWARE WARRANTIES.** Sitecore warrants that:

   a) the licensed Software will comply with the Documentation for a period of 120 days following the effective date of the applicable Order ("**Software Warranty Period**"). Customer must make any warranty claim to Sitecore within this Software Warranty Period. To the extent permitted by law, Customer's sole and exclusive remedy will be the repair or replacement of the Software, or if Sitecore is unable to repair or replace the Software within 30 days of receiving notice of the defect, Customer will have the right to terminate the applicable Order and receive a full refund of the fees paid for the Software under that Order; and

   b) before delivery to Customer, the Software has been tested by software generally used in the industry for such purposes to determine that the Software is free from viruses and other malicious code.

3) **ANNUAL USAGE REPORT, RECORDS, AUDIT RIGHTS & LICENSE VERIFICATION**

   a) **Annual Usage Report and Records**. With respect to the licensed Software under an Order: (i) no later than the 15_{th} calendar day following each 12-month period beginning from the effective date of the Order, Customer will submit to Sitecore a usage report identifying the number of Visits (as defined in the Order) in that 12-month period based on Customer's use of the Software (the "**Annual Usage Report**"); and (ii) Customer will otherwise maintain accurate records of its compliance with the Agreement during the Subscription Term solely for the purposes of ensuring compliance with other (i.e. non-Visit) licensing metrics set forth in the Order ("**Additional Records**"), and will promptly provide such Additional Records to Sitecore upon its request, which Sitecore may only request once in any 12-month period. Invoicing for overages indicated by the Annual Usage Report will be as set forth in the Order. Where Customer is not able to use the Software for monitoring Visits, Customer will use appropriate monitoring software reasonably acceptable to Sitecore to produce the Annual Usage Report.

   b) **Audit Rights**. If the Annual Usage Report or Additional Records are not timely produced, or if Sitecore has reasonable grounds to question their accuracy, Sitecore may, at its own expense, engage an independent third- party auditor to audit Customer's use of the Software. Any such audit will be conducted upon reasonable notice to Customer and during Customer's normal business hours in a manner that does not materially interfere with Customer's normal business operations and using an auditor reasonably acceptable to Customer. Any auditor attending Customer's premises or accessing any Customer computer shall: (i) sign a non-disclosure agreement;
   (ii) be accompanied at all times by an employee or representative of Customer; (iii) follow any reasonable instructions provided by Customer's security staff; and (iv) not introduce any audit software into Customer's systems without prior vulnerability testing and approval. Additionally, no remote access will be provided to Customer's systems during any audit. Customer will reasonably cooperate with efforts to conduct the audit, including providing the auditor, in a timely fashion, all relevant information regarding its compliance with the Agreement. If such audit determines Customer has exceeded its purchased number of Visits, Sitecore will invoice Customer overages in accordance with the terms of the Order. If such audit determines any unauthorized use of the Software: (x) Sitecore will invoice Customer for all such unauthorized use in accordance with Sitecore's then- current retail prices computed from the date the excess usage commenced; (y) if this invoice exceeds 5% of the amount of fees paid or payable under the applicable Order including Software for the most recent three years, Customer also agrees to pay the expense and costs of the audit; and (z) Customer will pay all such invoices within 30 days of receipt.

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    c)   **License Verification**. In addition, Customer understands that the Software may track and report to Sitecore the License Key ID, Customer name, hostname (Customer's website URL), host IP, version, and other usage information regarding the Software.

4)   **EFFECT OF TERMINATION.** Upon termination or expiry of any Order, Customer will immediately cease all use of the Software provided to Customer under that Order and delete all copies of Software in its possession or control. Upon Sitecore's request Customer will then certify that such use has ceased and that the Software has been erased, destroyed or otherwise made inoperable by any user in the future.

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ADDENDUM C: ADDITIONAL TERMS RELATING TO ORDERS INCLUDING CONSULTING SERVICES

1) **WARRANTIES.** Sitecore warrants that:

   a) it will perform the Consulting Services in a professional and workmanlike manner in accordance with industry standards using qualified Personnel with the necessary skills, qualifications and experience; and

   b) its Personnel will comply with all Applicable Laws and all obligations under the Agreement in performing the Consulting Services.

2) **CUSTOMER MATERIALS.** Customer retains all right, title and interest in the Customer Materials, and Sitecore may only use the Customer Materials for performance of the Consulting Services.

3) **DELIVERABLES.** Sitecore retains all right, title and interest in the Deliverables. Subject to compliance with the Agreement, Sitecore grants Customer a non-exclusive, non-transferable, non-assignable, non-sublicensable, perpetual license to copy, use and modify any Deliverables provided by Sitecore solely for Customer's internal business purposes. Sitecore does not provide Support for Deliverables.

4) **SUBCONTRACTORS.** Sitecore may use subcontractors in the performance of the Consulting Services. Sitecore will remain responsible for the acts or omissions of its subcontractors in performance of the obligations under the Agreement.

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ADDENDUM D: ADDITIONAL TERMS RELATING TO ORDERS INCLUDING TRAINING SERVICES

1) **WARRANTIES.** Sitecore warrants that:

   a) it will perform the Training Services in a professional and workmanlike manner in accordance with industry standards using qualified Personnel with the necessary skills, qualifications and experience; and

   b) its Personnel will comply with all Applicable Laws and all obligations under the Agreement in performing the Training Services.

2) **TRAINING SERVICES; TRAINING MATERIALS.** Subject to compliance with the Agreement, Sitecore grants Customer a non-exclusive, non-transferable, non-assignable, non-sublicensable, perpetual license to copy and use any Training Materials provided by Sitecore solely for Customer's internal business purposes. Unless pre-approved in writing by Sitecore, Customer is prohibited from (i) audio recording, editing, reproducing, broadcasting, live-streaming or otherwise making available, in whole or in part, the Training Services or any Training Materials to third parties, and (ii) providing any third party with access to the name, voice, image, or likeness of the Sitecore training Personnel.

3) **PAYMENT AND CREDITS.** Training Services are prepaid and, unless otherwise set forth in an Order, must be consumed within 12 months of the relevant Order effective date, after which date any remaining credits will otherwise expire. Sitecore will not pay any refund for expired Training Services.

ADDENDUM E: GOVERNING LAW, JURISDICTION AND GEO-SPECIFIC TERMS

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

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Attachment 1

MINIMUM INSURANCE REQUIREMENTS

Project: Sitecore Software, Support and Maintenance
Agency: Enterprise Technology Services

TYPE OF INSURANCE	ADDL INSR	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form ☑ Commercial General Liability ☑ Premises–Operations ☐ XCU Explosion/Collapse/Underground ☑ Products/Completed Operations Hazard ☑ Contractual Insurance ☑ Broad Form Property Damage ☑ Independent Contractors ☑ Personal Injury **Per Occurrence or Claims-Made:** ☑ Per Occurrence ☐ Claims-Made **Gen'l Aggregate Limit Applies per:** ☐ Project ☐ Policy ☐ Loc. ☐ Other _____	☑	☑	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	$1,000,000	$2,000,000
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY ☑ Comprehensive Form ☑ Owned ☑ Hired ☑ Non-owned ☑ Any Auto, If applicable *Note: May be waived if no driving will be done in performance of services/project.*			Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	$500,000	
☐ EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: ☐ Per Occurrence ☐ Claims-Made *Note: May be used to supplement minimum liability coverage requirements.*					
☑ WORKER'S COMPENSATION *Required if the vendor comes on-site to provide services.*	N/A	☑	Each Accident	STATUTORY LIMITS	
☑ EMPLOYER'S LIABILITY			Each Accident	$100,000	
☑ PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) / TECHNOLOGY ERRORS AND OMISSIONS	N/A		Each Claim	$2,000,000	
			*Maximum Deductible:	$100,000	
☑ CYBER LIABILITY	N/A		Each Claim	$2,000,000	
			*Maximum Deductible:	$100,000	

Description of Operations: Broward County is additional insured for liability. Insured's insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Waiver of subrogation applies in favor of Broward County. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.

CERTIFICATE HOLDER:

Broward County
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

Pounall

Digitally signed by:
COLLEEN
POUNALL
Date: 2025.04.15
13:55:18 -04'00'
Risk Management Division

Exhibit 2
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Sitecore USA, Inc. 44
Montgomery,   Suite 3340,
San Francisco CA   USA
94104

Sitecore Customer Order

Customer**: Broward County, Florida**

Company/Tax Id No: **596000531**

Bill to Contact: **Chrisopher Williams**

Bill to Email: **chriswilliams@broward.org**

Legal Notification Contact: **TBD**

Legal Notification Email: **TBD**

Technical Contact Name: **Abhijeet Kulkarni**

Technical Contact Email: **akulkarni@broward.org**

Billing Address:

1 North University Drive 4003A
Plantation,
FL 33324
USA

Order Voidability Date: **December 9, 2025**

Order Effective Date: **This Order will be effective on the
date signed by both parties below.**

Existing Master Terms Date: **N/A**

Payment Terms: **Net 30 days**

Billing Frequency: **Annual**

Interest Rate:**N/A**

Currency: **USD**

Shipping Address:

1 North University Drive 4003A
Plantation,
FL 33324
USA

Sitecore SaaS Products, Support and Entitlements

Quantity	Description				
1	SitecoreAI				
SitecoreAI Entitlements	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
CMS Visits	10,000,000	25,000,000	25,000,000	25,000,000	25,000,000
Experience Interactions	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000
Production Environments	2	2	2	2	2
Non-Production Environments	4	4	4	4	4
Asset Storage (TB)	1	1	1	1	1
CDN Use (TB/Mo)	1	1	1	1	1
DAM Module - Power Users	250	250	250	250	250
DAM Module - Consumers	50	50	50	50	50
Builder Seats (Agentic Studio)	5	5	5	5	5
Overage Rates, USD	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
100k CMS Visits	926.67	556.51	556.51	556.51	556.51
100k Experience Interactions	241.01	252.61	252.61	252.61	252.61

Sitecore360 / Support

Quantity	Description				
1	Sitecore360				
Sitecore360 / Support	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**

Sitecore Customer Order

Sitecore360 Credits (per month)	11	11	11	11	11
Premium Support					

Invoicing

Invoice Amount, USD	Year 1	Year 2	Year 3	Year 4	Year 5
Recurring Fee	290,599.98 USD	358,599.41 USD	358,599.41 USD	358,599.41 USD	358,599.41 USD

By executing this Order, Customer commits to the payments set forth herein, as well as the terms and conditions provided in Schedule A attached hereto. Each person signing this Order represents and warrants that he or she has been duly authorized and has full authority to execute this Order on behalf of the party below. This Order may be executed in counterpart, and may be executed by way of facsimile or electronic signature, and if so, will be considered an original.

Sitecore

By: *Noam Bizman*
6083382CBE7D4F1..._____

Print Name: Noam Bizman
_____

Title: President, Americas
_____

Date: 14 November 2025
_____

Customer

By: _____

Print Name: _____

Title: _____

Date: _____

Schedule A

1. Terms of order

This Order is entered into between Sitecore and Customer under the Master Subscription Terms and Conditions executed simultaneously with this Order (the **'Master Terms'**). This Order will be governed by the Master Terms and the Data Processing Addendum (where provided for in the Master Terms) as set forth on https://www.sitecore.com/legal/dpa and will form part of the Agreement between the parties. This Order will be effective as of the Order Effective Date. Unless otherwise defined in this Order, including at https://www.sitecore.com/legal/order-definitions, capitalized terms shall have the meanings set forth in the Master Terms and Data Processing Addendum. A current copy of Order Definitions is attached hereto as Exhibit A. This Order is voidable at Sitecore's option if not signed by Customer on or before the Order Voidability Date.

2. Subscription Term; Renewal

This Order is effective on the Order Effective Date and continues for a period of 60 months, subject to the Master Terms. At the end of this period, the Order may be renewed for up to two additional terms of 36 months each by Customer upon written request with at least 90 days' written notice of its intent to renew prior to the end of the then-current term. The 'Subscription Term' is equal to the initial 60-month period plus any renewals.

The first 36-month renewal term shall be subject to an increase in pricing over the then-current pricing at the time of renewal of 5%.

3. Additional terms and conditions

Permitted Usage: Customer may use the SaaS Product for creation and management of Customer's own current and future public-facing web properties.

Fiscal Funding: Sitecore and Customer hereby acknowledge and agree that Customer is subject to certain applicable legal or regulatory requirements, including Chapter 129 and, if applicable, Chapter 212, Florida Statutes. Pursuant to those requirements, the continuation of this Order, including as modified, beyond the end of any Customer fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida

Statutes. Notwithstanding the foregoing, Customer represents and warrants that its County Administrator will use good faith efforts and all reasonable diligence to include full funding for this Order in the recommended budget each applicable fiscal year for the duration of this Order, unless the Agreement is earlier terminated.

Customer Reference Agreement: Customer agrees that Sitecore and its corporate Affiliate(s) shall be permitted to use Customer's name and logo solely to identify it as a Sitecore customer in various outlets, including but not limited to documentation or lists provided to industry analysts or professionals, Sitecore's websites or other marketing material. Sitecore acknowledges and agrees that the Customer's name will not be used or conveyed as a positive endorsement of Sitecore Products and Services, nor shall Sitecore make any claims about Customer's business outcomes, without the express prior approval of Customer and will be in compliance with any prior written guidelines provided by Customer to Sitecore.

SaaS Product Entitlements:

If the Customer exceeds its Visits or Experience Interactions Entitlements at any time during any of the consecutive 12-month periods that make up a Subscription Term, then upon 15 days' prior written notification of exceeding the Entitlement, Sitecore and Customer may agree to negotiate an amended Order within 30 days or Customer will automatically be invoiced for the overages incurred applicable to the invoicing period the overage is incurred in, at the Overage Rate stated in this Order.

Price Lock:

Customer may obtain additional licensing under this Order at set fees for a term expiring 60 months from the Order Effective Date. When ordered, the cost for these options will be added to Customer's annual fee per the table below. Upon execution of an add-on or amendment the annual fee will be increased accordingly, and Sitecore will immediately invoice Customer for the pro-rata amount applicable to the remaining time in the current invoicing cycle.

Quantity	Entitlement Upgrade	Annual Fee
1	SitecoreAI – DAM Module Additional 5 Power Users	1,152.00 USD (not inclusive of Sitecore360)

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Sitecore Customer Order

Exhibit A
Order Definitions

v2.5 (November 2025)

The Order Definitions define the product components relevant to the licensing metrics set out in an Order including SaaS Products, Hosted Services and/or Software. When you see these capitalized words as you read through an Order, they have the meanings set out below.

1. SaaS Products

I. SitecoreAI

I. DEFINITIONS:

1. SitecoreAI Essentials

"Asset Storage" means the storage and retention of file-based assets in SitecoreAI including but not limited to images, videos, document files, data models, prompts, embeddings, and other digital content created, processed, transformed, or managed by SitecoreAI or its agentic components. This is measured across all modules of SitecoreAI, including (but not limited to) in the CMS and DAM modules.

"CDN Use" means the distribution and delivery of digital content content (including web assets such as HTML pages, JavaScript files, stylesheets, images, media assets and Gen AI generated or agent-assembled outputs) through Sitecore Content Delivery Network ("CDN"). It is tracked based on the total amount of data transmitted and metered on the SitecoreAI CDN facility, including delivery initiated by automated or agentic processes. This is measured across all modules of SitecoreAI, most notably in the CMS and DAM modules, and any Gen AI-powered or agentic delivery services.

"Non-Production Environments" means the total number of non-production environments included in or provisioned under the customer's SitecoreAI subscription, used for testing, development, staging or training purposes only.

"Production Environments" means the total number of production environments included in or provisioned under the customer's SitecoreAI subscription, used for live, customer-facing, or business-critical operations.

"Experience Interaction" means any instance in which the SaaS Product dynamically personalizes, delivers, or responds to a user's activity, profile, or context across digital channels. Examples include, but are not limited to, search queries, personalized content, recommendations, messages, or offers. "Experience Interactions" also include system-triggered, agentic, or user-defined events configured within the application, such as custom actions, signals, or API calls that initiate or record a personalized or contextual response.

2. CMS:

"Visit" means an instance in which an application (including, without limitation, a website, mobile application, or other software application running on a digital device) presents, uses, accesses, or otherwise leverages any content, data, or functionality originating from (whether accessed directly or indirectly) the SaaS Product within a defined period of time (a "Time Frame") or defined number of content requests from the CMS request.

For the purposes of this definition, a Visit may include the following categories of activity:

(i) Browser Activity means

- Direct human browser visits; and

- Visits or requests made through web integrations, including but not limited to RSS feeds, iFrames, browsing agents or similar mechanisms that emulate browsing behaviour, including agents that emulate browsing behaviour.

- For purposes of Browser Activity, a Visit shall be deemed to commence when such application first interacts with the SaaS Product after the end of any prior Time Frame, and shall be deemed to conclude upon the earliest to occur of:

- (a) Continuous activity for more than 12 hours from commencement;

- (b) No interaction with the application for a period of thirty (30) consecutive minutes;

- (c) A total of three thousand (3,000) content requests;

- (d) More than two hundred (200) content requests occurring within any one hundred (100) second period; or

- (e) The closure or termination of the application session.

(ii) Crawler Activity: means automated access for purposes such as indexing, discovery, aggregation, AI training or inference, cataloguing, or marketplace listing, carried out by a crawler that (a) accurately identifies itself, (b) originates from a verifiable and reputable source, and (c) complies with robots or other standard access-control instructions applicable to the SaaS Product. Crawler Activity includes retrieval of syndicated data feeds and marketplace catalogue requests. Automated access that does not meet these criteria is treated as Bot Activity.

(iii) Bot Activity: means any automated access that is not Browser Activity or Crawler Activity, whether authorized or unauthorized. Bot Activity includes scripted tools, headless browsers, unverified AI agents, testing or monitoring utilities, and automation that conceals or misrepresents its origin, disregards robots or other access-control instructions, more than two hundred (200) hits that occur in any one hundred (100) second period of the visit or otherwise exceeds reasonable use parameters for the SaaS Product.

Classification precedence: If an event could fall into multiple categories, Browser Activity prevails, then Crawler Activity, then Bot Activity.

The treatment of Crawler Activity and Bot Activity, including whether such activities constitute billable Visits, shall be determined by Sitecore's policy in effect from time to time or as otherwise agreed in writing between the Parties.

If Customer does not implement Sitecore SDK as described below, irrespective of whether its Browser Activity, Crawler Activity or Bot Activity, a Visit will equal: seventy-five (75) requests for content for all digital properties other than websites created and published by SitecoreAI (non-website use cases (applications, mobile, aggregator sites)).

3. Agentic Studio

"Custom Agent" means any software or AI-driven agent (including a bot, model, workflow, or automation) that is (a) developed, configured, or supplied by Customer or a third party on Customer's behalf, and (b) integrated with, or permitted to interact with, Sitecore Products and Services via any API, SDK, connector, plug-in, webhook, or other interface, and (c) not provided or supported by Sitecore. Custom Agents are used at Customer's sole risk.

"Builder Seat" means a permission-based role within the Sitecore Agentic Studio that grants an individual the ability to create and configure Custom Agents.

4. DAM

"Power User" means the total number of registered users who can manage and modify the following within the DAM: assets, content/content types, product, custom content, campaigns/collections and metadata. This includes the actions create, update, add, delete, lock, submit, publish, archive. Power Users can also execute the same action types (where relevant) on the following within the operations tools of the DAM: projects, project types, workflows, tasks and task types. A user is considered a Power User if they have permission to do one or more of these activities.

"Consumers" means the total number of registered users who can view and download the following in the DAM: assets, content, product, custom content, campaigns/collections. Consumers can also share assets and make content/asset approvals within workflow tasks. All Consumers will have permission to add/update comments. A user is considered a Consumer if they have permission to do one or more of these activities. A Consumer shall include any employee of Customer whose primarily role within Customer's organisation is not website administration or a third party whose role is to upload materials to Customer's Sitecore platform.

II. TRACKING RULES:

Experience Interaction:

- SitecoreAI Essentials: Only instances that return content are counted as Experience Interactions.

- SitecoreAI Tiers 1 and above: Every instance is counted as an Experience Interaction, whether or not the SaaS Product returns content.

This distinction allows Customers to configure usage rules or consumption management policies within the Essentials entitlements.

CMS Visit:

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a) Implementation of SDK

Customer shall implement Sitecore's analytics software development kit (the "Analytics SDK") for the purpose of Visit tracking. Sitecore may offer two versions of the Analytics SDK, as follows:

(i) a Visits tracking Only version, designed solely to capture Visit-level metrics; and

(ii) a full analytics version, designed to capture both Visit-level metrics and extended analytical data. Sitecore may, from time to time, update, enhance, or replace the Analytics SDK, provided that any such updates do not materially degrade the performance or functionality of the SaaS Product.

b) Mandated Use Customer shall deploy and maintain an operational version of the Analytics SDK within its implementation of the SaaS Product as a condition of continued access to Visit-level analytics and reporting functionality. Sitecore may, by written notice, specify the minimum version of the Analytics SDK that Customer must use (the "Mandated Version").

c) Performance and Compatibility. The Mandated Version of the Analytics SDK shall be designed such that its implementation does not materially slow load speeds or interfere with the performance of the Customer's environment when used in accordance with Sitecore's documentation.

If Customer elects not to implement the Analytics SDK, usage will be calculated by reference to the number of content requests, as captured in Sitecore system logs.

III. GOVERNANCE AND AMENDMENTS

Sitecore may, from time to time, update the Visit Definition or Visit tracking methodology described in this Schedule for legitimate business or technical reasons, including to reflect industry standards or product enhancements. Any material change that impacts billing shall be communicated to Customer in writing not less than thirty (30) days in advance.

II. Other SaaS Products

Vercel

"Vercel Bandwidth" means the total monthly number of bytes of egress traffic served via Vercel's edge network, including all static and dynamically generated traffic, and bandwidth generated by background revalidation of assets.

"Vercel Concurrent Builds" mean the total number of deployments that can be built at one time.

"Vercel Monthly Infrastructure Units" means a measure of infrastructure consumption for an Enterprise project, encompassing resources like Fast Data Transfer, Edge Requests, and more. They are part of a flexible usage model for Enterprise customers, with charges based on a periodic commitment to MIUs. If this commitment is exceeded, on-demand charges apply. As per https://vercel.com/docs/sitecore/managed-infrastructure.

"Vercel Remote Caching" means the process that allows you to cache build artifacts in the cloud, reducing build times and costs.

"Vercel Serverless Execution" means the total monthly product of time and bandwidth of serverless function execution for producing dynamically generated traffic, including API routes and revalidation, expressed in GB hours.

"Vercel Team Seats/Developer Seats" means that the total number of members who may manage and interact with projects and deployments in the team's scope on Vercel, as further described at https://vercel.com/docs/concepts/teams/members.

Sitecore Customer Order

Exhibit B
Sitecore360

Sitecore360 is our premier success plan focused on helping customers get value from our products through the use of consulting services, training, and enhanced support.

Sitecore360 gives access to the entitlements listed below. The quantity and type of entitlements purchased and made available to you are as described in your Order Form.

1. Customer Success Manager (CSM)

Allows customers to engage a CSM to develop a success plan and to run Quarterly Business Reviews.

2. Advisory Services

Allows customers to work with experts from Sitecore's Professional Services team.

3. Learning Services

Provides customers with full access to all online learning material, Virtual Instructor Led Trainings (VILTs) and Certifications.

4. Premium Support

Provides Sitecore360 customers with enhanced support service levels.

5. Expert Q&A

Allows customers to submit questions on how to best use Sitecore products.

Note: For information on converting Learning Seats, Expert Services Hours, Premier Assure Points and TAM Hours entitlements to Credit entitlements see the "Conversion to Credits" link on this page.

Customer Success Manager

Unless otherwise defined in this document, all capitalized terms used herein shall have the same meaning as that given in the Order including Consulting Services between the Sitecore entity ("Sitecore") and the Customer entity signing such Order ("Customer").

1. Scope

What is the CSM (Customer Success Manager) component of Sitecore360?

The purpose of the component is to assign a Customer Success Manager to help Customer define and execute a success plan for the customer's Sitecore products and solutions.

Customer is assigned a CSM by default when they purchase Sitecore360. The CSM is engaged with the customer from the very start of the engagement. The CSM establishes a regular meeting cadence with the Customer (and partner if the Customer wishes). Depending on Customer's desired expertise, the job title of the CSM may vary.

Each Sitecore360 package has a specific number of Credits as set out in the Order form. Customers can choose to spend their Credits on the CSM component. Each hour that a CSM spends working on an engagement with Customer uses 1 Credit. If Customer chooses to engage a CSM, 10% of Customer's monthly Credit entitlements, rounded up to the nearest whole number, is reserved for the CSM and is considered used. Customers may choose to use more than this default number of Credits, or may choose to not engage with a CSM at all, in which case the 10% default allocation will not apply.

What is the working model of the CSM component?

The CSM engagement follows the below work model:

- Customer has direct access to their assigned CSM during normal business hours.
- Customer can communicate with the CSM via:

- o   regular scheduled meetings (cadence will depend on the number of Credits the customer wishes to spend on the CSM component).
- o   Calls and screen shares on common topics, scheduled in advance.
- o   Email.
- o   Collaboration environments or tools on an ad hoc basis.

What activities are in scope of the CSM component?

Typical activities that the Sitecore CSM can help with include:

- Acting as the main point of contact for all aspects of the Sitecore360 engagement.
- Conducting onboarding sessions to inform the customer about their Sitecore360 engagement and orient the customer towards valuable resources.
- Working with the customer to develop a success plan.
- Running Quarterly Business Reviews where progress of the success plan is discussed and changes to the success plan are agreed.
- Providing the customer with advice on feature adoption.
- Providing the customer with product usage guidance.
- Providing the customer with value realization guidance.
- Contributing to planning of customer initiatives.
- Bringing information to the Customer team's attention (product releases, security bulletins, updates, etc.).
- Collaborating with Sitecore's Product Support and Escalation Teams to help clarify and refine support tickets, escalate support tickets, and assist towards issue resolution.

2. General

The maximum number of hours to be used in a day corresponds to the length of the workday of each individual Sitecore resource engaged as part of this component unless otherwise agreed between the parties. The hours consumed will be counted in time increments of 60 minutes.

Semi-annual consumption: Sitecore360 Credits are consumed semi-annually, with the first half year starting on the Order Effective Date and ending 6 months thereafter. Any Sitecore360 Credits not consumed within a given half year will expire. Sitecore is under no obligation to deliver any work related to unused Sitecore360 Credits after expiry and any fees or applicable expenses will remain payable. If Customer exceeds the number of Sitecore360 Credits in a given half year period each additional Sitecore360 Credit will be charged based on Sitecore's then-current Sitecore360 Credits price, and will be invoiced by Sitecore at the end of such period. Sitecore shall provide monthly consumption reporting.

Any produced code and Sitecore configuration performed by Sitecore while delivering the Services will be exclusively for reference and guidance. Customer should perform, and is solely responsible for, proper testing in its environment when using any of the work delivered by Sitecore.

3. Location

The fees for the Services do not include any travel, accommodation, and subsistence expenses for onsite visits. Any such visits and associated travel budgets will need to be agreed upon between the Customer and Sitecore for each trip. Sitecore will book economy flight tickets and reasonable option for appropriate 4-star business class hotel. Sitecore will invoice the Customer each month for travel expenses incurred during the preceding month for agreed and approved onsite visits at the Customer's locations. The remainder of the Services will be performed remotely. The remainder of the Services will be performed remotely. Customer will ensure appropriate level of access and collaboration tools to enable remote assessment and Services.

4. Scheduling

The scheduling details of this engagement must be agreed upon between the parties. The Services will be conducted by suitably qualified and experienced Sitecore consultants in close cooperation with the assigned Customer resources. Sitecore chooses, at its sole discretion, suitable consultants.

v1.0 (July 2024)

Advisory Services

Unless otherwise defined in this document, all capitalized terms used herein shall have the same meaning as that given in the Order including Consulting Services between the Sitecore entity ("Sitecore") and the Customer entity signing such Order ("Customer").

1. Scope

What is the Advisory Services component of Sitecore360?

The purpose of Advisory Services is to assign a named consultant to help Customer realize value from their portfolio of Sitecore products and solutions using Sitecore.

Customer can request a Sitecore consultant to work with them to build a deeper understanding of the customer context. Customer makes the request by submitting a ticket in a portal. A suitable consultant is identified and assigned. Sitecore aims to complete this assignment process promptly, but depending on the specific context and need of the Customer, this may take up to two weeks. Once a Sitecore consultant is assigned, they work closely with Customer and the Customer team. The Sitecore consultant establishes a regular meeting cadence with the Customer (and partner if Customer wishes). The Sitecore consultant is an expert in a product or set of products that Customer requests assistance with and provides consultancy on best practice product usage.

Depending on Customer's desired expertise, the job title of the Sitecore consultant(s) will vary. A Sitecore consultant can engage other experts in specific areas for short periods to help on specific topics, or in the case of a named consultant, a different named consultant with a different expertise can be assigned on request if Customer's needs change. Work will be managed and orchestrated by the Sitecore consultant.

Each Sitecore360 package has a specific number of Credits as set out in the Order form. Customers can choose to spend their Credits on the Advisory Services component. Each hour that a Sitecore consultant spends working on an engagement with Customer uses 1 Credit.

What is the working model of the Advisory Services component?

The Advisory Services engagement follows the below work model:

- Customer has direct access to their assigned Sitecore consultant during normal business hours.

- Customer can communicate with the Sitecore consultant via:

    o   regular scheduled meetings (cadence will depend on the number of Credits the customer wishes to spend on the Advisory Services component).

    o   Calls and screen shares on common topics, scheduled in advance.

    o   Email.

    o   Collaboration environments or tools on an ad hoc basis.

- Customer may have access to additional Sitecore consultants upon request, where the additional Sitecore consultants have expertise outside of the named Sitecore consultant's primary knowledge area, as scheduled in advance. Each hour that an additional Sitecore consultant spends working on an engagement with Customer uses 1 Credit.

- If the engagement necessitates more than one named Sitecore consultant, a Client Manager will be assigned to coordinate the engagement. Each hour that Client Manager spends working on an engagement with Customer uses 1 Credit.

What topics are in scope of the Advisory Services component?

Typical topics that the consultant can help with may include:

- Product topics

    o   Which use cases to work on next (business case, variations specific to Customer).

    o   Progress on value realization.

    o   Best practices and insights on product usage.

    o   New feature requests and needs.

    o   Periodic capability reviews with Customer to align with Customer's technology roadmap.

- Technical topics

    o   Status of initiatives, projects, and use cases in progress (issues, design decisions, usage decisions, technical questions, help on support cases).

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- o   Technical topics related to Sitecore products.
- o   Open questions or help with decisions on current development activities.
- o   Ideas for improvement in current project activities.
- o   Architectural guidance at the product level.
- o   Sitecore recommended practice discussions.
- Optimization topics - for applicable products
  - o   Weekly performance discussions – what worked, what didn't, and why.
  - o   Tuning discussions – ideas and suggestions for tests, tweaks, and investigation.
  - o   Marketing calendar reviews – in-flight campaigns, upcoming campaigns, atypical needs, atypical timing.

The Sitecore consultant may take part in or facilitate Customer's business reviews to discuss topics such as:

- Overall progress on value realization.
- Details of initiatives and achievements since the last business review.
- A customer's high-level goals and how to achieve them.
- Current perceived challenges and actions needed to address them.
- New features and updates that may benefit the Customer.
- Notable incidents, support tickets, or use cases.

What activities are in scope of the Advisory Services component?

Typical activities that the Sitecore consultant can help with may include:

- Joining Customer calls to provide expertise as needed.
- Conducting deep dive sessions on product usage best practices.
- Providing architectural guidance.
- Contributing to planning of customer initiatives.
- Assisting with designing A/B tests and interpreting the results.
- Interpreting and presenting data and reports.
- Facilitating ideation, art of the possible, and operating model workshops with Customer team.
- Bringing information to the Customer team's attention (product releases, security bulletins, updates, etc.).
- Investigating technical topics, overall solution health, and otherwise providing technical consulting through screen shares, log file inspection, code reviews, and other appropriate means.
- Collaborating with Sitecore's Product Support and Escalation Teams to help clarify and refine support tickets, escalate support tickets, and resolve support issues.

What activities are excluded from the scope of the Advisory Services component?

For Sitecore products in the Sustaining Support phase of the product lifecycle, the Sitecore consultant will not run workshops or reviews nor help the customer build new functionality on the product. The focus of the Sitecore consultant will be to help the customer migrate to a more recent version of the product.

2. General

The maximum number of hours to be used in a day corresponds to the length of the workday of each individual Sitecore resource engaged as part of this component unless otherwise agreed between the parties. The hours consumed will be counted in time increments of 60 minutes.

Semi-annual consumption: Sitecore360 Credits are consumed semi-annually, with the first half year starting on the Order Effective Date and ending 6 months thereafter. Any Sitecore360 Credits not consumed within a given half year will expire. Sitecore is under no obligation to deliver any work related to unused Sitecore360 Credits after expiry and any fees or applicable expenses will remain payable. If Customer exceeds the number of Sitecore360 Credits in a given half year period each additional Sitecore360 Credit will be

charged based on Sitecore's then-current Sitecore360 Credits price, and will be invoiced by Sitecore at the end of such period. Sitecore shall provide monthly consumption reporting.

Any code produced by Sitecore while delivering the Services will be exclusively for reference and guidance and Sitecore retains sole and exclusive ownership of the code. Customer should perform, and is solely responsible for, proper testing in its environment when using any of the work delivered by Sitecore.

3. Location

For this engagement, Services will be performed remotely. Customer will ensure appropriate level of access and collaboration tools to enable remote assessment and Services.

The fees for the Services do not include any travel, accommodation, and subsistence expenses for onsite visits. Any such visits and associated travel budgets will need to be agreed upon between the Customer and Sitecore for each trip. Sitecore will book economy flight tickets and reasonable option for appropriate 4-star business class hotel. Sitecore will invoice the Customer each month for travel expenses incurred during the preceding month for agreed and approved onsite visits to the Customer's locations. The remainder of the Services will be performed remotely.

4. Scheduling

The scheduling details of this engagement must be agreed upon between the parties. The Services will be conducted by suitably qualified and experienced Sitecore consultants in close cooperation with the assigned Customer resources. Sitecore chooses, at its sole discretion, suitable consultants.

v1.1 (May 2025)

Learning Services for Sitecore360

Unless otherwise defined in this document, all capitalized terms used in this document shall have the same meaning as that given in the Order for Sitecore360 entered into between the Sitecore entity ("Sitecore") and the customer ("Customer") signing such Order.

1. OVERVIEW

The Learning Services for Sitecore360 includes the following:

1. a) 24 x 7 access for defined End Users to the full eLearning course catalog on the Sitecore Learning platform. Access to the catalog is for a minimum of 1 year. The cost of 1 year of access in Sitecore360 Credits is available in the Sitecore Support portal and may be updated from time to time. If the defined End User is no longer employed by the Customer or has changed roles and the entitlement is unused, a replacement End User may be identified and utilized by the Customer.

2. b) Access to any publicly scheduled Virtual Instructor-Led Training (vILT) class of the End User's choice, where:

   o The cost of each vILT in Sitecore360 Credits is available in the Sitecore Support portal and may be updated from time to time; and

   o The public schedule is listed on the Sitecore Learning catalog. Directions to sign up for a vILT class will be provided as part of Sitecore 360 onboarding.

3. c) Access to any certification exam of the End User's choice, where the cost of each exam in Sitecore360 Credits is available in the Sitecore Support portal and may be updated from time to time.

2. PREREQUISITES; PREPARATION; CLASS CAPACITY

Customer understands that its End User attendees must have the appropriate technical qualifications before attending any relevant class(es) that form the Learning Services for Sitecore360. Updated information about these qualifications is specified in the class descriptions on Sitecore's website: https://www.sitecore.com/knowledge-center/getting-started/training.

1. a. Before the commencement of any Training Services under an Order, each Customer End User participant must:

   1. (i) create a Sitecore account on the Sitecore Learning platform (link above) with their business email address; and

   2. (ii) complete any pre-training preparation detailed in the class description and set out in the pre-training requirements e-mail that will be sent out to each participant upon signing up for the vILT class (which may include pre-training computer setup and study preparation).

2.

3. b. The participant limit for each publicly scheduled vILT is ten (10) people; therefore, some sessions may not be available.

3. RECORDINGS OF ORAL OR VISUAL PRESENTATIONS

Customer is prohibited from audio recording, video recording, editing, reproducing, broadcasting, or otherwise making available the presentation slides and any Training Materials to other team members and/or third parties. They are for personal use only.Distributing the Sitecore representative's name, voice, presentation material or likeness of the Sitecore speaker (name, image, voice, photo or video), blogging, or any portion thereof is strictly prohibited , except where recording of the presentation is required to grant equitable access of Training Materials to attendees with disabilities, or where recording is pre- approved in writing by Sitecore.

4. CANCELLATION, TRANSFERS AND SUBSTITUTION

1. a. Access to the full eLearning course catalogue is for a minimum of 1 year and will renew after 1 year unless canceled by the customer no less than ten (10) business days prior to the end of that year.

2. b. Cancellation of seat(s) in a publicly scheduled virtual instructor-led class is required in writing no later than ten (10) business days prior to the commencement of the class. If Customer cancels seats before these timeframes, Customer will receive a credit to be used for seat(s) in a future training class. If Customer cancels seats later than these timeframes, Customer will not receive a credit or refund. Sitecore reserves the right to cancel classes at any time. When classes are cancelled, Sitecore will provide Customer with a credit to be used for a future Sitecore training class offered on other dates.

3. c. Transfer to an alternative class date will only be accepted if made in writing up to ten (10) business days before the class start date. Transfer requests received less than ten (10) business days before commencement of a class will not be granted.

4. d. Substitution of one booked End User participant for another will only be accepted if made in writing. Suitably qualified substitute End User participants will be accepted up to three (3) business days before a class start date, free of charge. If the Training Materials (joining instructions, etc.) have already been sent to the Customer, it is the responsibility of the Customer to ensure that the replacement End User participant receives the Training Materials.

5. e. If an End User participant does not attend a class, and Customer did not inform Sitecore within the cancellation period, the vILT entitlement will have been forfeited.

5. eLEARNING COURSES

As part of the Learning Services for Sitecore360, customers can spend 12 Sitecore360 Credits to get access to Sitecore's eLearning training courses, available 24 x 7 for each applicable identified End User. The full 12 Sitecore360 Credits can be deducted from a single half-year period, or split into 2 deductions, one per half-year period. The End User must establish an account on the Sitecore Learning platform. Promptly after the Sitecore360 Credits have been spent, Sitecore will provide Customer with access codes permitting use of Sitecore's Learning platform to access the full eLearning catalog available as part of Sitecore360. Customer's use of the eLearning Training will be governed by the terms and conditions of Sitecore's Learning platform, which are made available to Customer upon registration.

6. CERTIFICATION EXAM VOUCHERS

Study Guides, which contain details and policies related to Sitecore certification are available on the Sitecore Learning platform. All Sitecore certification exams are proctored through our certification platform vendor, Kryterion Webassessor. Directions to access a certification voucher will be provided as part of Sitecore360 onboarding.

v1.1 (May 2025)

Sitecore Support Program terms

Description

Sitecore Support Program is available at two different levels:

Standard Support and **24x7 Premium Support**. Such service levels do not apply to any beta or technical preview software programs or solutions Sitecore makes available to Customer.

Sitecore shall provide the following Support to Customer for the licensed Software:

Support Portal. Sitecore provides a staffed support portal to support Customer's Named Support Contacts. See "Support Cases" below for more information. "Named Support Contacts" means a Customer representative who has completed a training and passed IT Administrator or Developer certification, subject to applicable fees, if any, for the appropriate Sitecore software.

Sitecore Community Forum. Sitecore Community Forum is an active online community of Sitecore users. This forum offers a wealth of shared experiences among the many Sitecore certified developers worldwide, with fresh and historical insight available 24x7.

Documentation Library. The Sitecore Documentation site includes information for business users and developers to work successfully with Sitecore products. There is procedural and conceptual information, as well as walkthroughs, FAQs, and troubleshooting topics. For developers in particular, you can find code snippets, API references, and integration information.

Support Cases. Incidents and questions should be reported through the support portal at: http://support.sitecore.com/.

Support Cases can be opened 24x7, and each Support Case will be responded to in accordance with the Service Levels set forth in Table 1 below. For sake of clarity, only Customer Named Support Contacts may open Support Case, and Customer may only have up to eight (8) Customer Named Support Contacts at any given time.

The Support Case shall contain, to the extent known, applicable and/or possible: (i) the name of the Solution to which Customer is subscribed; (ii) the name/type of affected equipment; (iii) Customer contact name, email address if available, telephone number; (iv) the nature of the problem, a description of the problem and Customer's classification of the problem.

Customer will provide Sitecore with as much information as possible to enable Sitecore to investigate and attempt to identify and verify the reported maintenance issue.

Customer will work with Sitecore support personnel during the investigation of Support Case, as reasonably needed and in a timely manner.

Software Maintenance for Sitecore XM/XP/XC: A valid and current Sitecore maintenance or subscription agreement for the Software includes access, at no additional charge, to all new versions of the Software to keep Customer's implementation current. This includes all Upgrades and Hotfixes (previously referred to as "Patches"). "Hotfix" means a specific, targeted fix to a problem in the use or functionality of the Software that Sitecore in its sole discretion defines to constitute a "Hotfix" and may from time to time provide to Customer. "Upgrade" means a new version of some or all of the Software, or an improvement in the use or functionality of the Software more substantial than a Hotfix, that Sitecore in its sole discretion defines to constitute an "Upgrade" and may from time to time provide to customers enrolled in the Sitecore Maintenance Program. Customer expressly acknowledges that Upgrades and Hotfixes may change functionality of the Software and integration with other systems, and may not work with some or all of the Software modules, or be backward compatible with earlier versions of Software. Installation of Hotfixes and Upgrades is the choice and responsibility of Customer. To the extent that operation of the Software is affected by problems in standard software, including, but not limited to, Microsoft Internet Explorer, Windows, SQL, SharePoint and the Microsoft.Net Framework, then Customer shall install updates to such standard software per Sitecore's specifications in order to resolve these issues. Sitecore has no control over such standard software, and cannot assure that problems with such standard software will be corrected, or that such corrections will be made in a timely manner. Sitecore shall support any master release and its sub-versions in accordance with the Sitecore Product Support Lifecycle policy, which can be found at: https://kb.sitecore.net/articles/641167. In the event a Customer is upgrading XP or XM or XC product, Sitecore may grant the Customer the time-limited use of an additional and temporary license for the sole purpose of facilitating the migration or upgrade.

Severity Levels, Target Response Times, and Support Ticket Resolution

Sitecore shall categorize Support Tickets based on the business impact of the incident or question to Customer using the Severity Levels described in Table 1 below.

Target Response Times

Sitecore shall provide an update on the investigation, resolution, or escalation of the Support Ticket within the response times set out in Table 1 below based on the Severity (as defined below) of the Support Ticket.

Exhibit 2
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Sitecore Customer Order

Table 1: Severity Levels and Target Response Times

Severity Level	Criteria	Standard Support	24x7 Premium Support
Critical P1	Meets all of the following criteria: • Impacts the production environment; • A continuous or near-continuous site outage, a performance issue that severely inhibits usage of the site, or poor buying experience impacting revenue; • No workaround is available.	1 Business Day	1 Hour
High P2	Meets one of the following criteria with no workaround available: • In a production environment, an issue that highly affects business operations or critical marketing capabilities; • In a production environment, an issue that causes severe but intermittent impact on visitor experience; • In a pre-production environment, an issue with immediate impact severely affecting imminent production project plans.	1 Business Day	2 Hours
Medium P3	Meets one of the following criteria: • In production environment, does not critically affect business operations; • In production environment, impact of the problem is alleviated by the availability of a workaround; • In a non-production environment, causes impact on development or implementation activity, such as affecting future project plans, or preventing the development or implementation team from working on the project.	2 Business Days	1 Business Day
Low P4	Meets one of the following criteria: • In a production environment, causes minor or no impact on business operations or visitor experience; • In a non-production environment, causes moderate or minor impact on development or implementation activity; • Documentation related queries or requests for product enhancements; • Issues that do not meet any of the higher severity criteria.	3 Business Days	2 Business Days

Support Ticket Resolution

Sitecore will seek to find a resolution to a Support Case in accordance with the standards set out in Table 2 below. Upon the Effective Date of the Support Agreement, Sitecore shall provide Customer with contact information for issue escalation.

Table 2: Severity Levels and Support Ticket Resolution

Severity Level	Standard Support	24x7 Premium Support
Critical	Sitecore will make best effort to work on the problem during Business Hours until it has been resolved or a workaround has been provided.	Sitecore will continue to work on the problem until it has been resolved or a workaround has been provided.
High	Sitecore will make best effort to work on the problem during Business Hours until it has been resolved or a workaround has been provided.	Sitecore will continue to work on the problem until it has been resolved or a workaround has been provided.
Medium	Sitecore will make reasonable efforts to resolve the problem or provide a workaround.	Sitecore will make reasonable efforts to resolve the problem or provide a workaround.
Low	Sitecore will make reasonable efforts to resolve the problem or provide a workaround if such a problem has not been resolved in the next maintenance release of Sitecore Software.	Sitecore will make reasonable efforts to resolve the problem or provide a workaround if such a problem has not been resolved in the next maintenance release of Sitecore Software.

Business Hours

Business Days are calculated as any day other than a Saturday or Sunday.

Business Hours are calculated as follows:

- For Americas, 8am–6pm CST (2pm–12am UTC)
- For Europe, 8am–6pm CET (7am–5pm UTC)
- For Greater Asia, 6am–6pm MYT (10pm–10am UTC)

Expert Q&A

Unless otherwise defined in this document, all capitalized terms used in this document shall have the same meaning as that given in the Order for Services between the Sitecore entity (Sitecore) and the customer (Customer) signing such Order.

1. Overview

The Sitecore360 Expert Q&A component provides access to the Sitecore Customer Support team to provide guidance and answer questions on topics related to the implementation of the Customer's Sitecore product. The Expert Q&A Package is designed to complement partner and/or Customer internal development teams focused on Sitecore products and provide advisory expertise with respect to individual customer solutions and implementations, recommending best practices, formulating architectural approaches based on business needs, and helping troubleshoot issues that arise during the development stage or post-development use of Sitecore products.

2. Scope

The Expert Q&A Package is provided through access to Sitecore's Customer Support team via:

1. An online portal (the details of which will be provided to Customer on or immediately after the Order Effective Date). The Expert Q&A Package allows Customer and, should Customer explicitly approve their access to the online portal, partners to collaborate with Sitecore on challenges and requirements which are unique to Customer's project implementation. The portal can be used to pose questions and request guidance on topics such as:

    o implementation advice or how-to's, such as best practice recommendations, installation assistance, data migration, product upgrades, review or creation of sample custom code or product configuration.

    o administration or optimization of customer environments, deployment scenarios, archiving, backup, and recovery.

    o the design, configuration, or customization of applications built using Sitecore products.

- o Sitecore product integration capabilities with third-party software.
- o Assistance to non-certified users/developers for Sitecore products that otherwise requires certification for support access.

The online portal allows for documentation of questions and responses, acknowledgement of receipt, routing based on topics, and retention of prior interaction outcomes.

2. Phone calls – if appropriate, the Sitecore Customer Support team may suggest discussing any particular Expert Q&A ticket via a phone call which will be pre-arranged through the online portal.

Each Sitecore360 package has a specific number of Credits as set out in the Order form. Customer can choose to spend their Credits on the Expert Q&A component. Each hour that the Sitecore Customer Support team spends working on Expert Q&A Services for a customer uses 0.5 Credits.

3. General

Sitecore360 Credits must be consumed on a semi-annual basis, with the first half year period starting on the Order Effective Date and ending 6 months thereafter. The semi-annual allowance is detailed in the Order form.

Any Sitecore360 Credits not consumed within a given half year period will expire. Sitecore is under no obligation to deliver any unused Sitecore360 Credits after expiry and any outstanding fees or applicable expenses will remain payable. Sitecore shall provide monthly consumption reporting.

If Customer exceeds the number of Sitecore360 Credits in a given half year period, each additional Service360 Credit will be charged based on Sitecore's then-current Sitecore360 Credits price and will be invoiced by Sitecore at the end of such period.

The Expert Q&A component is not intended for general product support or critical production support. Production and/or urgent issues should be raised under Customer's Sitecore Support Program ("SSP"). The Expert Q&A component exists independently of and cannot replace, accelerate, or enhance the SSP. The Sitecore Support team assumes the Customer and/or their implementation team have working access to the SSP. The Expert Q&A component complements the SSP in that the Customer Support team can review and advise about custom implementation approaches in a way that falls outside the scope of the SSP. Target Response Times for the Expert Q&A component queries correspond to Target Response Times for SSP ([KB0583182](#)).

The Expert Q&A component is an advisory service and cannot provide direct hands-on-keyboard implementation work. Any code produced by Sitecore while delivering the Expert Q&A will be exclusively for reference and guidance and Sitecore shall retain sole and exclusive ownership of the code . Customer should perform, and is solely responsible for, proper testing in its environment when using any of the advice provided by Sitecore.

Sitecore cannot provide advice with respect to products and services outside the Sitecore products and services line.

All interactions must be in English or Japanese.

All work is performed remotely.

v1.0 (July 2024)

Conversion to Credits

The Professional Plus Learning Seats, Expert Services Hours, Premier Assure Points and TAM Hours entitlements are no longer being issued, but customers with those entitlements can continue to use them as originally intended. Alternatively, customers can convert their entitlements to Sitecore360 Credits, which may be used on the Customer Success Manager, Advisory Services, Learning Services and Expert Q&A entitlements. The conversion rates to Sitecore360 Credits are as follows:

1 Professional Plus Learning Seat = 12 Sitecore360 Credits

1 Expert Services Hour = 1 Sitecore360 Credit

1 Premier Assure Point = 4 Sitecore360 Credits

1 TAM Hour = 1 Sitecore360 Credit

SITECORE®

Sitecore USA, Inc. 44 Montgomery, Suite 3340, San Francisco CA USA 94104

Sitecore Customer Order

Customer: **Broward County, Florida**

Company/Tax Id No: **596000531**

Bill to Contact: **Chrisopher Williams**

Bill to Email: **chriswilliams@broward.org**

Legal Notification Contact: **TBD**

Legal Notification Email: **TBD**

Technical Contact Name: **Abhijeet Kulkarni**

Technical Contact Email: **akulkarni@broward.org**

Billing Address:

1 North University Drive 4003A
Plantation,
FL 33324
USA

Order Voidability Date: **December 9, 2025**

Order Effective Date: **This Order will be effective on the date signed by both parties below.**

Existing Master Terms Date: **N/A**

Payment Terms: **Net 30 days**

Billing Frequency: **Annual**

Interest Rate: **N/A**

Currency: **USD**

Shipping Address:

1 North University Drive 4003A
Plantation,
FL 33324
USA

SAAS PRODUCT:

Sitecore will provide the following Vercel-related SaaS Product and entitlements:

Quantity	SaaS Product
1	Vercel Managed Infrastructure - Growth
1	Vercel - Audit Log Stream
1	Vercel - Secure Compute
1	Vercel Enterprise - Essential

Entitlement	Year 1	Year 2	Year 3	Year 4	Year 5
Vercel Managed Infrastructure Units (MIUs)	2,000	2,000	2,000	2,000	2,000
Vercel Remote Cache	10	10	10	10	10
Vercel Standard Concurrent Builds	4	4	4	4	4
Vercel Team Seats	10	10	10	10	10

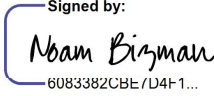This Vercel package will also include the following:

- Unlimited Build Minutes
- Unlimited Deployment Previews
- Unlimited Staging Environments
- Vercel Enterprise Edge Network
- DDoS Mitigation
- Single Sign-On and 2FA
- Password Protected Previews
- End-to-End Encryption
- Multi-Region Serverless Functions
- Access to Vercel platform for use with Sitecore applications

Invoicing

Invoice Amount, USD	Year 1	Year 2	Year 3	Year 4	Year 5
Recurring Fee	89,887.00 USD	89,887.00 USD	89,887.00 USD	89,887.00 USD	89,887.00 USD

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Sitecore Customer Order

By executing this Order, Customer commits to the payments set forth herein, as well as the terms and conditions provided in Schedule A attached hereto. Each person signing this Order represents and warrants that he or she has been duly authorized and has full authority to execute this Order on behalf of the party below. This Order may be executed in counterpart, and may be executed by way of facsimile or electronic signature, and if so, will be considered an original.

Sitecore		**Customer**	
By:	*Signed by:* Noam Bizman 6083382CBE7D4F1...	By:	_____
Print Name:	Noam Bizman	Print Name:	_____
Title:	President, Americas	Title:	_____
Date:	14 November 2025	Date:	_____

Schedule A

1. Terms of order

This Order supplements the Sitecore Customer Order for Sitecore AI entered into by the parties simultaneously with this Order (the "Original Order") and is subject to its terms. Note that this Order is for additional procurement of the products specified herein. Unless otherwise defined in this Order, capitalized terms shall have the meanings set forth in the Original Order. This Order is contingent upon execution of the Original Order.

2. Subscription Term; Renewal

Customer is authorized to use the Sitecore Products detailed above for the duration of the Subscription Term set forth in the Original Order.

3. Additional terms and conditions

Permitted Usage. Customer may use the SaaS Products for its own governmental business purposes with respect to the Permitted Sites.

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Sitecore Customer Order

Vercel Overages:
If using the Managed Infrastructure Unit (MIU) model, **Vercel On-Demand Usage** will be charged at a rate of $1.50 per MIU, over the customer's monthly MIU entitlement. MIU usage stats will be available through a customer-specific Vercel dashboard.

Vercel Products Upgrade to Next Applicable Tier

By providing written notice to Sitecore, Customer shall have the option to upgrade from Vercel Enterprise Essential to Vercel Enterprise Growth and from Vercel Managed Infrastructure Growth to Vercel Managed Infrastructure Advanced. The next pricing tier is priced as per the table below. For the avoidance of doubt, all other products under this Order will remain at the pricing tiers and entitlements listed in the Order and any upgrades done in accordance with this section shall be documented in an add-on or amendment to this Order. This pricing structure shall be valid only for 60-months from the Order Effective Date unless otherwise agreed in writing. Upon execution of an add-on or amendment the annual fee will be increased accordingly, and Sitecore will immediately invoice Customer for the pro-rata amount applicable to the remaining time in the current invoicing cycle.

Quantity	SaaS Product	Additional Annual Fee
1	Vercel Managed Infrastructure - Advanced	46,000.00 USD
1	Vercel Enterprise - Growth	23,023.00 USD

Entitlement	Year 1	Year 2	Year 3	Year 4	Year 5
Vercel Managed Infrastructure Units (MIUs)	5,000	5,000	5,000	5,000	5,000
Vercel Remote Cache	10	10	10	10	10
Vercel Standard Concurrent Builds	6	6	6	6	6
Vercel Team Seats	20	20	20	20	20