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Master Subscription Agreement

Notion has updated its Master Subscription Agreement effective February 22, 2023. For existing Customers, these updates will apply beginning on March 4, 2023. For new Customers, these updates apply immediately. To view the previous version of Notion's Master Subscription Agreement, click the link below 👇

🤝 Master Subscription Agreement (Deprecated February 22, 2023)

This Agreement sets forth the terms and conditions between Customer (as defined in the paragraph below) and Notion Labs, Inc. ("Notion," "we," "our," or "us") which govern Customer's and its Affiliates' access and use Notion's Services. Notion and Customer may individually be referred to as a "party" and collectively "the parties." The Agreement is effective as of the date that you sign up for any Service online or submit an Order Form that references this Agreement (the "**Effective Date**").

By accepting this Master Subscription Agreement ("Agreement"), either by clicking a box indicating your acceptance, executing an Order Form or other document that references this Agreement, by using (or making any payment for) the Services, or by otherwise indicating your acceptance of this Agreement, you: (1) agree to this Agreement on behalf of the customer indicated on the Order Form (if applicable) or the organization, business, or other legal entity for which you act ("Customer," "you," or "your"); and (2) represent and warrant that you have the authority to bind Customer to this Agreement. If you do not have such authority, or if you do not agree with this Agreement, you must not accept this Agreement and may not use the Services.

Many organizations, such as businesses, use Notion's Services. If you are accessing or using the Service on behalf of an organization, then your organization is legally and financially responsible for your access to and use of the Service as well as for the use of your Notion account by others affiliated with the organization, including any employees, agents or contractors. For the avoidance of doubt, the organization, company, or other legal entity for which you act will be considered the "Customer" under this Agreement. Further, if a Workspace is created by an administrative User that uses an Organization

Email and such Workspace maintains an administrative User whose account uses an Organization Email, that organization may gain access to Account Information associated with such Workspace or may claim control and ownership of such Workspace. If you are accessing the Services for personal use only (i.e. not in connection with an organization, business, or other legal entity), your use of the Services is governed by the Personal Use Terms of Service.

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Definitions

"**Affiliate**" means, with respect to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with such party, whereby "control" (including, with correlative meaning, the terms "controlled by" and "under common control") means the possession, directly or indirectly, of the power to direct, or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

"**Account Information**" means information about your Notion account and information that you and your Users provide to Notion in connection with (1) the creation or administration of your Notion account; or (2) Notion's maintenance of your account or

the Services. For example, Account Information includes names, usernames, passwords, phone numbers, email addresses, Workspace metadata, support communications, billing information, and usage information associated with your Notion account.

"Add-on" means enhanced features or services that are purchased separately and provide extra functionality or usage rights. Add-ons are Subscription-based and when purchased attach to the corresponding Subscription and Subscription Term.

Confidential Information" means information that either party ("**Discloser**") discloses to the other party ("**Recipient**") under this Agreement, and that is conspicuously marked, or orally, and if applicable, visually stated as confidential or would normally be considered confidential information by a reasonable party under the circumstances. "Confidential Information" does not include information that Recipient can document: (1) is independently developed by Recipient; (2) is rightfully given to Recipient by a third party without confidentiality obligations; or (3) becomes public through no fault of Recipient. Notion's Confidential Information includes non-public information regarding features, functionality, performance, and pricing of the Services, the Documentation, API(s), and other Notion products or services.

"Documentation" means Notion-provided user documentation relating to the Services (e.g. user guides) found <u>here</u>, as may be updated by Notion from time to time. Documentation does not include content published in user or community forums.

"Customer Data" means all data stored by or on behalf of Customer or at Customer's direction in the Services. Customer Data does not include Account Information. Notion sometimes refers to "User Content" in its policies and Documentation. To the extent User Content is stored in or transferred into a Customer Workspace, such User Content shall be considered Customer Data.

"Force Majeure Event" means any circumstances beyond Notion's reasonable control, including, but not limited to, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Notion's employees), Internet service provider failure or delay, Non-Notion Application failure, or acts undertaken by third parties, including without limitation, any denial of service attack or third party domain name system event.

"**Intellectual Property Rights**" means all patent rights (including utility models), copyrights, moral rights, trademark and service mark rights, trade secret rights, and any

other similar proprietary or intellectual property rights (registered or unregistered) throughout the world, together with all applications for any of the foregoing.

"**Gallery**" means any Notion managed online directory where Templates, applications, or integrations that interoperate with the Services are made available to Users, including any collection of Templates whether User generated or Notion created, that are made available through a communal interface within the Service. Gallery excludes any third party platform where Templates, applications, or integrations for use in the Services are made available.

"**Non-Notion Service(s**)" means any third-party service, connection, data, Template, software, application, or integration that interoperates with the Service that is provided or made available by Customer or a third party, including those provided through the Gallery or a third party. Non-Notion Services include embedded content where the Services may display a preview or link to the content, but does not store the content from the third party service.

"**Organization Email**" means an email address provisioned by Customer.

"**Order Form**" means any ordering documentation or online sign-up or subscription pages, regardless of form, agreed to between the parties which sets forth the Services accessed by the Customer and any relevant pricing. Multiple Order Forms may be entered into under this Agreement.

"**Primitive(s)**" means premium elements of the Service that require the purchase of an additional Subscription and payment of additional Subscription Fees. Primitives may include additional features, interfaces, code, data sets, or configurations that deliver enhanced out-of-the-box functionality.

"**Services**" means Notion's online software-as-a-service platform and services including any related APIs provided by Notion, together with all related mobile and desktop applications, and Add-ons and Primitives to which you subscribe. "Services" exclude Non-Notion Services.

"**Subscription Fees**" means all fees associated with your Subscription.

"**Subscription Plan**" means the applicable subscription level of packaged functionality and services as detailed on Notion's website and in the applicable Documentation.

"**Subscription Term**" means the period during which you have agreed to subscribe to a Service.

"**Supplementary Terms**" means additional terms and conditions that apply to your access and use of certain features or functionality when you purchase, use, or enable such features or functionality. For example, Notion may present you with Supplementary Terms if you purchase or enable an Add-on or Primitive. A list of Supplementary Terms can be found <u>here</u>.

"**Template**" means any pre-configured version of the Service that is made available for download, purchase, or use. Templates may be made available through the Gallery by Notion or may be made available by third parties through the Gallery or third party websites. If a Template is created and maintained by Notion, it is a Notion Template. If a Template is provided by a third party, such Template is a Non-Notion Service.

"**Usage Data**" means information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including information concerning Customer's and Users' use of the various features and functionality of the Services and analytics and statistical data derived therefrom).

"**User**" means any individual who is authorized to access the Services by Customer. Each User must use a unique identity to access and use the Services, and may access the Services only to the extent accessed by Customer.

"**Workspace**" means the separated sections of the Service where Users may submit, post or modify Customer Data. Workspaces have different tiers, that have different features and functionality as specified in the Documentation.

General Terms and Conditions

1. Services.

1.1 **Subscriptions and Subscription Terms.** Customer and its Affiliates may subscribe to Services by executing an Order Form. Unless otherwise specified, all Order Forms shall be governed by this Agreement. In the event of a conflict between this Agreement and an Order Form, the Order Form shall control. Notion grants access to the Services pursuant to Subscriptions. Subscriptions will be for the Subscription Term agreed to in the applicable Order Form. Unless otherwise provided for in an Order Form, each Order Form shall automatically renew for a period equal in duration to the then expiring Subscription Term unless either Party notifies the other in writing of its intent not to

renew the applicable Order Form at least thirty (30) days prior to the end of the then-current Subscription Term.

1.2 Subscription Plans; Add-ons; and Primitives. Notion will provide the Services to you according to the Subscription Plan to which you subscribe. Additional features and functionality may be made available in the form of Add-ons and/or Primitives. If you subscribe to any Add-on or Primitive, the Subscription Term for such Add-on or Primitive shall be coterminous with your primary Subscription to the core Notion Service.

1.3 **Provision of the Services.** The method and means of providing the Services shall be under the exclusive control, management, and supervision of Notion. Notion will comply with all laws applicable to Notion's role as a software-as-a-service provider. Notion will use commercially reasonable efforts to make the Services available in accordance with the <u>Service Level Terms</u>. Notion may modify or update the Services from time to time in its sole discretion.

1.4 **Access to the Services.** Subject to Customer's payment of all Subscription Fees and compliance with this Agreement, Notion grants to Customer a worldwide, non-exclusive, non-transferable, non-sublicensable right during the Subscription Term of the applicable Order Form to use the Services in accordance with the applicable Subscription Plan and Documentation, and solely in connection with Customer's internal business operations. Customer may allow its Users to use the Services for this purpose, and Customer is responsible for its Users compliance with this Agreement.

1.5 **Support**. Subject to payment of all Subscription Fees and compliance with this Agreement, We will provide technical support to you via electronic mail 24 hours a day, 7 days a week. You may initiate a help desk ticket by messaging in app, or any time by emailing team@makenotion.com.

1.6 **Subcontractors.** We may use subcontractors or other third parties to perform our obligations under this Agreement. We will remain responsible for all such obligations.

1.7 **Notion Gallery and Non-Notion Services**. We may make Non-Notion Services available to you through the Gallery. If you decide to enable, access or use Non-Notion Services, your access and use of such Non-Notion Services shall be exclusively governed by your agreement with the provider of the Non-Notion Service. Further, by enabling such Non-Notion Service, you authorize Notion to transfer your Customer Data to the third-party provider of the Non-Notion Service in accordance with the functionality of such Non-Notion Service. Notion does not warrant or support Non-Notion Services. The Services may contain features designed to interoperate with Non-Notion Services,

including through the Gallery. Notion cannot guarantee the continued availability of such features or any Non-Notion Services, and Notion may stop providing the Gallery (or any features of or listings within Gallery), without prior notice to you, if for example and without limitation, the provider of a Non-Notion Service ceases to make the Non-Notion Service available for interoperation with the corresponding Service features in a manner acceptable to Notion.

1.8 **Notion API.** We may offer an application programming interface that provides additional ways to access and use the Service ("**API**"). Such API is considered a part of the Service, and your use of the API is subject to the terms of this Agreement. Further, your use of the API is subject to Notion's then-current Developer Terms, as may be updated by Notion in its sole discretion from time to time. In the event of a conflict between this Agreement and the Developer Terms, the Developer Terms shall control. We reserve the right at any time to modify or discontinue your access to the API (or any part of it) with or without notice. The API is subject to changes and modifications, and you are solely responsible to ensure that your use of the API is compatible with the current version.

1.9 **Responsibility for Systems.** Each party shall retain sole responsibility for such party's information technology infrastructure, including computers, servers, software, databases, electronic systems (including database management systems) and networks, whether operated directly by such party or through the use of third-party services.

1.10 **Account Information.** We may collect Account Information about your use of the Services and about Users that Users (or Customer): (i) provide to Notion in connection with the creation or administration of their account; or (ii) generate in connection with their use of the Services. We will process Account Information that includes Personal Data in accordance with our Privacy Policy. Customer acknowledges and agrees that certain Subscription Plans may require monitoring of Account Information during the Subscription Term in order to reconcile the number of Users and/or usage of the Services with Customer's then-current Subscription and Subscription Plan.

2. Use of the Services.

2.1 **Use Restrictions.** Except as expressly permitted in this Agreement, Customer will not, and will not permit or authorize third parties to: (1) license, sub-license, sell,

transfer, distribute, share, rent, lease, or otherwise permit third parties to use the Services or Documentation; (2) use the Services or Documentation to provide business process outsourcing services to third parties (e.g., as a service bureau); (3) use the Services or Documentation in a way that would violate the applicable Subscription Plan, Documentation, or this Agreement; (4) circumvent or disable any security or other technological features of the Services; (5) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, know-how, or algorithms related to the Services (except to the extent this restriction is prohibited by applicable law); (6) modify, translate, or create derivative works based on the Services or Documentation; (7) remove any proprietary notices or labels from the Services; (8) use the Services in a manner that violates or attempts to circumvent applicable law; (9) use the Services in a manner that infringes any third parties' Intellectual Property Rights; (10) use the Services to transmit any content that is offensive, harassing, libelous, abusive, threatening, harmful, or otherwise objectionable; (11) upload or introduce to, or use the Services to distribute, any viruses or other malicious code, or to transmit large amounts of data in a way that would be expected to have a detrimental effect on the Services; (12) perform or attempt to perform any actions that would interfere with the proper working of the Services, prevent access to or use of the Services by Notion's other customers; (13) access or use the Services to develop or sell a competing product or service; (14) access or use the Services for purposes that are competitive with Notion; (15) use the Service to store or transmit personal health information (as defined under the Health Insurance Portability and Accountability Act of 1996) or cardholder data (as defined under the Payment Card Industry's Data Security Standards); (16) access or use the Services in any manner designed to circumvent the unique identity requirement for Users; (17) access or use the Services in any manner that temporarily and superficially reduces the number of Users in order to circumvent Subscription or Subscription Plan limitations; (18) access or use the Service from any country or region subject to a comprehensive U.S. embargo; or (19) use the Services, including to store or transmit Customer Data, in a manner that violates Notion's Use & Content Policy. When you use the Service's domain management functionality, you agree that you are responsible for ensuring that your use complies with all applicable laws and any policies you maintain, including those involving employee privacy. If we reasonably suspect that you or your Customer Data are in violation of the foregoing, we may investigate that violation and suspend or terminate your access to the Services.

2.2 **Authorized Users; Accounts; Customer Responsibilities**. Customer is responsible for all actions and inactions by its Users or by any third party that Customer or a User permits to access or use the Services, as if such action or inaction were an action or inaction of Customer. Customer is responsible for maintaining control over Customer's account, including the confidentiality of any login credentials, and is responsible for all activities that occur on or through Customer's account and its Users' accounts. Customer will not, and will not permit Users to, share User account credentials, or use them in multiple locations at the same time. Each User must use a unique identity to access and use the Services, and may access the Services only to the extent purchased by Customer and in accordance with the applicable Subscription Plan. Customer will provide accurate, current and complete information required to enable its Users to access and use the Service and will maintain the accuracy of such information during the Subscription Term. Customer acknowledges that it is solely responsible for maintaining its configurations of the Services, including its sharing and permission settings.

3. Ownership of Intellectual Property; License Grant.

3.1 **Customer Data.** Customer and its licensors own the Customer Data, including all Intellectual Property Rights therein. No ownership rights in the Customer Data are transferred to Notion by this Agreement. Customer hereby grants Notion a worldwide, non-exclusive, irrevocable, royalty-free, fully-paid, sublicensable (to Notion's third-party service providers) license to host, store, transfer, display, perform, reproduce, modify, create derivative works of, and distribute Customer Data in connection with its provision of the Services to Customer. At any time during the Subscription Term, Customer may export Customer Data from the Services using Notion's self-service export functionality in an industry-standard format then-supported by the Services and as specified in the applicable Documentation.

3.2 **Ownership by Notion.** Notion and its licensors retain all right, title, interest and ownership of the Services, Documentation, API, Usage Data, Notion's websites, and all deliverables created by Notion and delivered to Customer, including all Intellectual Property Rights therein (the "**Notion IP**"). No ownership rights in the Notion IP are transferred to Customer by this Agreement. Customer does not have any rights in or to the Notion IP except for the limited express rights granted in this Agreement.

A. Feedback. If Customer provides Notion feedback, comments, or suggestions concerning the Services (collectively, "**Feedback**"), Customer hereby assigns to Notion all right, title, and interest in and to the Feedback, and Notion is free to use the Feedback without payment, attribution, or restriction.

B. Usage Data. Notion may (i) collect, analyze and otherwise process Usage Data internally for its business purposes, including for the purposes of security and analytics, to improve and enhance the Services, or for other development, diagnostic and corrective purposes in connection with the Services or other Notion products or services, and (ii) disclose Usage Data only in an aggregated and/or de-identified form in connection with its business in a manner that does not identify Customer or any of its Users.

4. Subscription Fees; Taxes.

4.1 **Subscription Fees.** The applicable Subscription Fees to your Subscription shall be as specified in the Order Form. Unless otherwise specified in an Order Form, the Subscription Fees applicable to any renewal Subscription Term shall be Notion's standard Subscription Fees for the applicable Subscription Plan in effect at the time such subsequent Subscription Term commences. Subscription Fees are due and payable upon the commencement of the applicable Subscription Term. Except in the case of uncured material breach of this Agreement by Notion, all Subscriptions are non-cancelable and Subscription Fees are nonrefundable. Customer's use of the Services are subject to the rights and limitations in the applicable Subscription Plan. Some features are provided pursuant to a usage based subscription model. You acknowledge and agree that if you exceed the usage permitted by your Subscription and Subscription Plan: (i) you may be required to upgrade your Subscription Plan or purchase additional usage to continue accessing and using such feature(s); and (ii) Notion may disable or degrade performance of such features.

4.2 **Downgrades Prohibited.** You may not downgrade your Subscription Plan or reduce the number of Users during any Subscription Term. If you desire to downgrade your Subscription Plan or reduce the number of Users under any Subscription Plan for a subsequent Subscription Term, you must provide Notion with sixty (60) days' written notice prior to the end of your then current Subscription Term. Downgrading your Subscription Plan may cause loss of content, features, or capacity of the Service and Notion is not responsible for such loss.

4.3 **Invoicing and Payment.** Unless specified otherwise in an Order Form, Subscription Fees shall be due and payable in full at the time of purchase. In the case of non-payment or delinquent payment of any Subscription Fees, Notion may, at its sole discretion: (i) suspend Customer access to the Services; (ii) terminate this Agreement or the applicable Order Form; or, (iii) continue to provide the Services, for a period solely determined by Notion, in anticipation of full and prompt payment by Customer. Any amount which is unpaid when due shall be subject to interest equal to the lower of 1.5% per month or the highest applicable legal rate. Notion shall be entitled to reimbursement for any costs associated with the collection of any past-due balance.

4.4 **Taxes.** You are responsible for paying all other taxes assessed in connection with your Subscription. Unless otherwise stated with respect to terms and conditions for a specific Subscription, all stated prices are exclusive of any taxes, fees, and duties or other amounts, however designated, and including without limitation value added and withholding taxes that are levied or based upon such charges, or upon this Agreement. We will invoice you for such Taxes if we believe we have a legal obligation to do so unless you present an exemption certificate acceptable to the taxing authorities. You will not be liable for taxes imposed on Notion based on Notion's income.

4.5 **Domain Management**. The Services include functionality whereby account administrators may manage Workspaces that are associated with email addresses provisioned by their organization, including to claim control and ownership of Workspaces where the Workspace is both (i) created by a User that is registered for Notion with an email address provisioned by you; and (ii) where a User that is registered for Notion with an email address provisioned by you is listed as an administrator. When your Account administrators claim such Workspace, you acknowledge that you assume all rights and obligations associated with that Workspace, including the obligation to pay Subscription Fees for any additional Users resulting from such claimed Workspace.

5. Warranties.

5.1 **Mutual Warranties**. Each party represents and warrants to the other that: (1) this Agreement has been duly executed and delivered and constitutes a binding agreement enforceable against the executing party in accordance with its terms; (2) no authorization or approval from any third party is required in connection with the execution, delivery, or performance of this Agreement by the executing party; and (3) the execution, delivery, and performance of this Agreement by the executing party

does not violate the terms of any other agreement to which it is a party or by which it is otherwise bound.

5.2 **Notion Warranties.** Notion warrants that during the applicable Subscription Term:

(a) the Services will function substantially in accordance with the Documentation; and

(b) this Agreement, the Order Forms and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for the protection of security, confidentiality and integrity of Customer Data in all material respects.

The warranties provided in this Section 5.2 will not apply if Customer fails to notify Notion in writing within thirty (30) days of discovery of any such breach. If Notion breaches the warranty in Section 5.2, as Customer's sole remedy and Notion's sole liability, Notion will, at its expense, either: (1) modify the Services to enable it to perform substantially in accordance with the Documentation; or (2) terminate this Agreement and refund to Customer any Subscription Fees paid for Services not provided.

5.3 **Customer Warranties.** Customer represents and warrants to Notion that: (1) Customer has the necessary and appropriate rights and consents to validly authorize and permit Notion to use and otherwise process the Customer Data in accordance with this Agreement, and such use by Notion of Customer Data does not and will not infringe or violate any third-party right, including any Intellectual Property Right or privacy right; and (2) Customer will use the Services in compliance with the Documentation and applicable law.

5.4 **Disclaimer.** Except for the limited warranties described in this Section 5 (Warranties), Notion makes no other express or implied warranties with respect to the Services or Documentation, or otherwise, and specifically disclaims all implied and statutory warranties, including the implied warranties of non-infringement of third-party rights, merchantability, satisfactory quality, accuracy, title, and fitness for a particular purpose, and any warranties arising from course of dealing, usage, or trade practice. Except for the limited warranties described in this Section 5, the Services and Documentation are provided "as is." Notion does not warrant that the Services or Documentation will satisfy Customer's requirements, are without defect or error, or that the operation of the Services will be uninterrupted or secure.

6. Confidentiality.

Each party as Recipient will take reasonable precautions to protect Discloser's Confidential Information, and will not use (except as expressly permitted in this Agreement) or divulge to any third party any Confidential Information. Notwithstanding any provision of this Agreement, Recipient may disclose Discloser's Confidential Information, in whole or in part (i) to its employees, officers, directors, consultants and professional advisers (e.g., attorneys, auditors, financial advisors, accountants and other professional representatives) who have a need to know and are legally bound to keep such Confidential Information confidential by confidentiality obligations, or, in the case of professional advisors, are bound by ethical duties, to keep such Confidential Information confidential consistent with the terms of this Agreement; and (ii) as required by law, in which case, to the extent permitted by applicable law, Recipient will (A) provide Discloser with prior written notification thereof, (B) provide Discloser with the opportunity to contest such disclosure, and (C) use its reasonable efforts to minimize such disclosure. Recipient is responsible and liable for its employees' and representatives' compliance with this Section 6, as if their actions or inactions were an action or inaction of Recipient. The foregoing will not apply with respect to any Confidential Information seven years after the disclosure thereof (or, with respect to trade secrets, once such Confidential Information no longer constitutes a trade secret under applicable law).

7. Privacy and Security.

7.1 **Security.** Notion will maintain appropriate administrative, physical, and technical safeguards for protection, confidentiality and integrity of Customer Data in accordance with the Notion Security Standards.

7.2 **Data Processing Agreement.** This Agreement incorporates Notion's Data Processing Addendum ("**DPA**") when Data Protection Law applies to your use of the Services to process Customer Personal Data.

8. Indemnification.

8.1 **Indemnification by Notion.** Notion shall (i) defend or (at its option) settle, any claim brought against Customer by a third party alleging that the Services as provided under this Agreement infringe any third party Intellectual Property Right (a "Claim") and (ii) indemnify Customer against damages and costs finally awarded against and payable by

Customer in any such Claim. If the Services are held to infringe (or if Notion reasonably believes the Services will be held to infringe) any third-party Intellectual Property Rights, Notion may, at its option and expense: (1) contest the claim, (2) modify the Services to make it non-infringing; (3) obtain a license that permits Customer to continue using the Services; or (4) replace the Services with non-infringing substitutes provided that such substitutes do not entail a material reduction in the overall functionality of the Service. If none of the foregoing are commercially reasonable, in Notion's discretion, Notion may terminate this Agreement and issue to Customer a pro rata refund of Subscription Fees for Services not provided. This Section 8.1 states Notion's sole and exclusive liability, and Customer's sole and exclusive remedy, for the actual or alleged infringement of any third-party Intellectual Property Rights arising from Customer's use of the Services.

8.2 **Exceptions.** Notion will have no liability to Customer under Section 8.1 to the extent a Claim arises out of (1) any breach of Customer's obligations under this Agreement; (2) Customer's continued use of the allegedly infringing portion of the Services after: (a) being notified thereof; or (b) being provided, at no additional charge, modifications that would have avoided the alleged infringement without materially reducing the overall functionality of the Service; (3) Customer's use of the Services in combination with other products, services, data, or processes not recommended or provided by Notion, where the alleged infringement would not have occurred in the absence of such use; (4) designs, requirements, or specifications required by or provided by Customer; (5) Customer's use of the Services in breach of this Agreement, in violation of applicable law, or outside the scope of Customer's Subscription Plan; (6) Customer's failure to use the Services in accordance with the Documentation; (7) any modification of the Services not made or authorized in writing by Notion, where the alleged infringement would not have occurred in the absence of such modification; or (8) Customer's use of the Services where there has been no charges or fees, including where Customer is using Beta Services.

8.3 **Indemnification by Customer.** Customer will defend and indemnify Notion from and against any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including court costs and reasonable attorneys' fees) arising out of or relating to (1) Customer's use of the Service in a manner that infringes the Intellectual Property Rights of any third party (excluding any claim for which Notion is responsible under Sections 8.1 and 8.2); (2) violation of law or privacy rights attributable to Customer Data; (3) Notion's processing of Customer Data, except to the

extent Notion's processing is in breach of this Agreement; and (4) any other claim relating to any Customer Data.

8.4 **Indemnification Procedure.** Each party's obligations under Section 8 shall be valid only if the party requesting indemnification:

(a) gives notice to the indemnifying party of any claim promptly upon becoming aware of the same;

(b) gives the indemnifying Party the sole control of the defense and settlement of any claim and does not at any time admit liability or otherwise settle or compromise or attempt to settle or compromise the said claim or action except upon the express instructions of the indemnifying party; and

(c) provides to the indemnifying party such assistance as it shall reasonably require in respect of the conduct of the said defense.

8.5 **Settlement.** Neither party may settle a claim that results in liability or admission of liability by the indemnified party without the indemnified party's written consent.

9. Limitation of Liability.

9.1 **Exclusion of Damages.** NEITHER NOTION NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS, OR EMPLOYEES WILL BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING LOST PROFITS, LOSS OF BUSINESS, OR LOSS OF DATA, EVEN IF NOTION IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

9.2 **Damages Cap.** NOTION'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED THE SUBSCRIPTION FEES PAID BY CUSTOMER TO NOTION DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM. MULTIPLE CLAIMS WILL NOT ENLARGE THIS LIMIT.

9.3 **Basis of the Bargain.** EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT

BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY NOTION TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION 9 (LIMITATIONS OF LIABILITY) WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

9.4 **Applicability.** Some jurisdictions do not allow the exclusion or limitation of damages. This Section 9 (Limitations of Liability) will apply to Customer solely to the extent not prohibited by applicable law.

10. Term and Termination.

10.1 **Term of Agreement.** This Agreement shall begin on the Effective Date and shall continue for so long as Customer maintains an active Subscription to the Services or the Agreement is otherwise terminated in accordance with the terms herein.

10.2 **Effect of Termination.** Termination of this Agreement will automatically terminate all active Order Forms, but termination of a single Order Form will not result in termination of this Agreement or any other Order Forms. Upon the termination of this Agreement, or an Order Form, all rights and licenses granted by Notion to Customer under this Agreement or the applicable Order Form will terminate. Either party's termination of this Agreement is without prejudice to any other remedies it may have at law or in equity and does not relieve either party of liability for breaches occurring prior to the effective date of termination. Neither party will be liable to the other for damages arising solely as a result of terminating this Agreement in accordance with its terms.

10.3 **Termination.** This Agreement and any Order Form may be terminated by either party upon notice if the other party (i) breaches any material term of this Agreement and fails to remedy the breach within thirty (30) days after being given notice thereof, or (ii) ceases to function as a going concern or to conduct operations in the normal course of business, or (iii) has a petition filed by or against it under any bankruptcy or insolvency laws which petition has not been dismissed or set aside within sixty (60) days of filing. Termination is not an exclusive remedy for breach of this Agreement by either party. Unless otherwise specified in this Agreement, all other remedies will be

available to the non-breaching party whether or not the non-breaching party terminates this Agreement for breach by the other party.

10.4 **Post-Termination Obligations; Customer Data Retrieval.** Upon any termination of this Agreement, Notion will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days. After such period, Notion may delete all Customer Data and Notion will have no obligation to Customer to continue storing such Customer Data. If Customer terminates this Agreement for Notion's uncured material breach, Notion will issue to Customer a pro rata refund of Subscription Fees for Services not provided. If this Agreement is terminated for any other reason, within ten (10) days after such termination, Customer will pay Notion all remaining Subscription Fees owed through the end of the Subscription Term under any terminated Order Forms.

11. Beta Services; Free Trials.

11.1 **Access**. This Section describes the additional terms and conditions under which you may access and use certain features, technologies, and services made available to you by Notion that are not yet generally available, including, but not limited to, any products, services, or features designated or labeled as "alpha," "beta," "early access," "preview," "pilot," or similar designation (each, a "Beta Service").

11.2 **Beta Terms.** You must comply with all terms related to any Beta Service that Notion posts on its website or provides to you. Notion may add or modify terms, including lowering or raising any usage limits, related to access to or use of any Beta Service at any time. Service Level Agreements do not apply to Beta Services.

11.3 **Beta Feedback.** You may provide Notion with feedback relating to the Beta Services. Notion will own and may use and evaluate all feedback for its own purposes.

11.4 **Termination and Suspension of Beta.** Notion may suspend or terminate your access to or use of any Beta Service at any time. Your access to and use of each Beta Service will automatically terminate upon the release of a generally available version of the applicable Beta Service or upon notice of termination by Notion.

11.5 **Disclaimer**. WITHOUT LIMITING ANY DISCLAIMERS IN THE AGREEMENT, BETA SERVICES ARE NOT READY FOR GENERAL COMMERCIAL RELEASE, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, NOTION PROVIDES BETA SERVICES "AS IS." NOTION MAKES NO

REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE REGARDING BETA SERVICES, INCLUDING ANY WARRANTY THAT THE BETA SERVICES WILL BECOME GENERALLY AVAILABLE. EXCEPT TO THE EXTENT PROHIBITED BY LAW, NOTION DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

11.6 **Free Trials.** If you register for a free trial, we will make the Services available to you on a trial basis free of charge until the earlier of (a) the end of the free trial period; (b) the start date of any Subscription; or (c) termination of the trial by us. Free trials are for evaluation purposes only. We may terminate your free trial at any time in our sole discretion.

12. Compliance with Trade Controls.

The Services are subject to U.S. export controls, specifically the Export Administration Regulations. Both parties shall comply with all relevant import and export regulations, including those adopted by the Bureau of Industry and Security of the U.S. Department of Commerce. Customer shall not transfer, export or re-export, directly or indirectly, the Services to any Prohibited Entity, and Customer affirms that it is not a Prohibited Entity or acting on behalf of any Prohibited Entity (as defined under U.S. laws and regulations).

Customer represents and agrees that it is not, and will not permit exports, re-exports or transfers to third parties who are: (1) subject to the restriction of a sanctions or export denial list, including, but not limited to, the U.S. Specially Designated Nationals and Blocked Persons ("SDN") List and the U.S. Entity List, Unverified List and Denied Persons List; (2) any individual or entity ordinarily resident in or organized under the laws of a region subject to a comprehensive U.S. embargo (presently including Cuba, Iran, Syria, North Korea and the Crimea, Donetsk People's Republic, and Luhansk People's Republic regions of Ukraine); (3) using the Notion's product or Service for any purpose prohibited by applicable export control and sanctions laws and regulations, including, but not limited to, nuclear, chemical, or biological weapons proliferation, rocket, missile or unnamed aerial vehicle systems for use in delivering weapons, use in nuclear facilities not subject to IAEA safeguards, other restricted nuclear activities, military-intelligence, unauthorized surveillance activities or human rights abuses, or for a

military end user or end use in a country subject to an arms embargo; or (4) a party requiring Notion to obtain a government license or authorization under the applicable export control and sanctions laws in order to provide, export, re-export, or transfer its products and services.

13. General.

13.1 **Waiver.** The waiver by either party of a breach or default of any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

13.2 **Notices.** All notices must be in writing and in the English language and will be deemed given only when sent by mail (return receipt requested), hand-delivered, or sent by documented overnight delivery service to the party to whom the notice is directed. Notice to Customer shall be provided to the mailing address or email address you provide when registering your Notion account and notice to Notion shall be sent to 2300 Harrison Street, San Francisco, CA 94110, Attn: Legal Department (or to such other address as to which the other party has been notified). Despite any of the foregoing, notices of updates to license terms, terms of use, privacy terms or other terms related to the Notion' website and any product or service accessed via Notion' website may be delivered by Notion posting such updates on its website or through in-product message.

13.3 **Invalidity and Severability.** If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

13.4 **Assignment.** Customer may not assign this Agreement without Notion's prior written consent, and any attempt to do so is void. Notwithstanding the foregoing, either party may assign this Agreement to an Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets to which this Agreement relates; provided that, in Customer's case, Customer will be

required to complete Notion's assignment process. This Agreement is binding upon and inures to the benefit of the parties' permitted successors and assigns.

13.5 **Headings.** Headings to paragraphs or sections in this Agreement are for the purpose of information and identification only and shall not be construed as forming part of this Agreement.

13.6 **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflict of law provisions thereof. The sole venue for all disputes relating to this Agreement shall be in San Francisco County, California, USA.

13.7 **Attorneys' Fees.** If any legal action or other proceeding is brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and other costs incurred in the action or proceeding, in addition to any other relief to which the prevailing party may be entitled.

13.8 **Injunctive Relief.** If either party breaches Sections 2 (Use of the Services) or 6 (Confidentiality), the other party may suffer irreparable harm, and monetary damages may be inadequate to compensate the non-breaching party. Accordingly, either party may, in addition to any other remedies available, seek injunctive or other equitable relief in response to any such breach.

13.9 **Independent Contractors.** The parties agree that each is an independent contractor and neither party has the right or authority to assume or create any obligation or responsibility on behalf of the other party.

13.10 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be considered an original, but all of which together will constitute one and the same instrument.

13.11 **Federal Government End Use**. If You are a U.S. federal government department or agency or contracting on behalf of such department or agency, each of the Services is a "Commercial Product" as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as those terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Services are licensed to You with only those rights as provided under the terms and conditions of this Agreement.

13.12 **Amendments.** We may amend this Agreement, including any Supplementary Terms, from time to time, in which case the new Agreement will supersede prior versions. Your continued use of the Services following the effective date of any such amendment may be relied upon by Notion as your consent to any such amendment.

13.13 **Survival.** Sections 1-4, 5.1, 5.3, 5.4, 6, 7, 8.2-8.5, 9, 10, 11.5, 12, and 13, all associated definitions, and all accrued rights to payment shall survive after termination or expiration of this Agreement.

THIS AGREEMENT, INCLUDING ALL ATTACHMENTS, SCHEDULES, AND EXHIBITS, CONSTITUTES THE COMPLETE AND EXCLUSIVE UNDERSTANDING OF THE PARTIES, AND SUPERSEDES ALL PRIOR AND CONTEMPORANEOUS SALES PROPOSALS, NEGOTIATIONS AND AGREEMENTS, AND ALL OTHER REPRESENTATIONS OR COMMUNICATIONS, WHETHER ORAL OR WRITTEN, WITH RESPECT TO THE SUBJECT MATTER HEREOF. THIS AGREEMENT SHALL APPLY IN LIEU OF ANY TERMS AND CONDITIONS IN ANY VENDOR REGISTRATION FORM OR REGISTRATION PORTAL, PURCHASE ORDER OR OTHER ORDER DOCUMENT THAT YOU PROVIDE AND ALL SUCH TERMS ARE EXPRESSLY REJECTED AND SHALL NOT BE CONSIDERED AN AMENDMENT TO THIS AGREEMENT.

Last updated: February 22, 2023