AUTH0
MODIFICATION RIGHTS
This document (the “Modification Rights”) sets forth the terms under which Auth0 may modify the Auth0 Subscription Agreement (the “Agreement”) under which Customer acquired its rights to use the Subscription Services, and any Additional Terms of Service under the Agreement. These Modifications Rights are an “Additional Terms of Service” for purposes of the Agreement.

Except as otherwise expressly defined in these Modification Rights, capitalized terms have the meaning ascribed to them in the Agreement.

Auth0 will provide Customer notice of any modifications to this Agreement or to an Additional Terms of Service applicable to Customer and affecting Services (a “Modification Notice”). As between Customer and Auth0, Modification Notices for the Professional Services Terms will not become effective until completion of all Professional Services pending under then existing Sales Orders. If modifications materially and adversely affect Customer and, as a result, Customer does not wish to accept such modifications, then Customer may terminate Customer’s subscription to the affected Service by providing Auth0 notice in accordance with this Agreement, subject to the following:

(i) If the Modification Notice states that the modifications will become effective upon commencement of a Renewal Term, then Customer may terminate Customer’s subscription for convenience prior to commencement of the Renewal Term, in accordance with Section 8.3 (Termination for Convenience) of the Agreement.

(ii) If the Modification Notice states that the modifications will become effective during the then current Subscription Term, then Customer may terminate Customer’s subscription to the affected Subscription Services at any time within the 30 day period following the date of the Modification Notice. Customer’s termination will become effective on the later to occur of (a) the date on which Customer delivers the termination notice, or (b) the date on which the applicable modifications become effective. If Customer terminates a Subscription Services subscription pursuant to this paragraph (ii), then Customer will be entitled to a pro-rata refund of any Subscription Services fees prepaid to Auth0 for the terminated Subscription Service for the unutilized portion of the Subscription Term (for clarification, Subscription Services fees do not include any activation fees, installation fees, Professional Service fees, or other expenses incurred in connection with the Services).

If Customer does not terminate the affected Service subscription as specified in the preceding three paragraphs, then Customer will be bound by the modified terms beginning upon the date on which the Modification Notice states they become effective. References in the Agreement and any Additional Terms of Service to “this Agreement,” “the Agreement,” or similar, or to “Additional Terms of Service” are to the Agreement and any Additional Terms of Service as modified and updated from time to time.