AUTH0, INC.
IDENTITY MANAGEMENT PLATFORM SUBSCRIPTION AGREEMENT

This Subscription Agreement (this "**Agreement**") contains the terms under which Auth0 agrees to grant Customer access to and use of Auth0's online identity management platform and, if applicable, certain professional services. By indicating Customer's acceptance of this Agreement, by executing a Sales Order that references this Agreement, or by using Auth0's services or software, Customer agrees to be bound by this Agreement. If you are entering into this Agreement on behalf of an entity, such as the company you work for, then you represent to Auth0 that you have the legal authority to bind the Customer to this Agreement. If you do not have that authority or if Customer does not agree with the terms of this Agreement, then you may not indicate acceptance of this Agreement, and neither you nor Customer may use or access any of Auth0's service offerings or other services. The "Effective Date" of this Agreement is the date on which you first indicate your assent to the terms of this Agreement.

Background

Auth0 provides user authentication and user authorization solutions, by providing its customers with access to Auth0's on-line software platform and tools and, if applicable, provides related professional services. Customer wishes to acquire a subscription-based license to access and use the software platform and tools and, if applicable, to purchase professional services, all as specified in one or more "Sales Orders" under and subject to this Agreement. Therefore, for good and valuable consideration, the receipt and sufficiency of which they each acknowledge, Auth0 and Customer agree to be bound by this Agreement.

Terms and Conditions

1. **Definitions and Construction**

   1.1. Definitions. For the purposes of this Agreement, the following initially capitalized words ~~are ascribed~~have the following meanings:

   "**Acceptable Use Policy**" means the Auth0 policy described in Section 12.

   "**Administrative User**" means any individual who is an employee or independent contractor of Customer, its Affiliates, or its or their Customer Service Providers, and who is authorized by Customer to use the administrative features and functions of the Auth0 Platform to administer access to and use of Customer Applications.

   "**Affiliate**" means any person, partnership, joint venture, corporation or other form of venture or enterprise, domestic or foreign, including subsidiaries, which directly or indirectly Control, are Controlled by, or are under common Control with a party. "**Control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and operating policies of the entity in respect of which the determination is being made, through the ownership of more than fifty percent (50%) of its voting or equity securities, contract, voting trust or otherwise.

   "**Auth0 Platform**" means the computer software applications, tools, application programming interfaces (APIs), connectors, programs, networks and equipment that Auth0 uses to make the Subscription Services available to its customers.

   "**Channel Partner**" means an entity that Auth0 has authorized as a "reseller" of Auth0's Services.

   "**Channel Partner Sale Agreement**" means the order, agreement or other document between Customer and a Channel Partner for Customer's purchase of Services. Terms that apply to Customer's use of the Services when purchased from a Channel Partner are specified in Section 13.

   "**Confidential Information**" has the meaning ascribed to it in Section 6.1.

   "**Customer**" means the entity identified as such in the applicable Sales Order.

   "**Customer Application**" means an application or web-based service developed or used by Customer or its Affiliates (including its APIs), and which utilizes the Auth0 Platform to identify or authenticate users. Customer

Applications are provided by Customer or its Affiliates, and not by Auth0; "Customer Application" does not include the Auth0 Platform.

"**Customer Data**" means any data that Customer or its Users input into the Auth0 Platform for ~~processing~~Processing as part of the Services, including any Personal Data forming part of such data.

~~"**Customer Materials**" means any software, documentation, Customer Application, Customer Data, hardware, tools, trademarks, service marks or brands, or any other materials, information or intellectual property owned, leased, licensed (as licensee) or used by Customer, and that Customer delivers to Auth0 or to which Customer provides Auth0 with access, or that Customer requires Auth0 to use, for purposes of the Services.~~

"**Customer Service Provider**" means a third party, to the extent the third party is providing services to Customer.

~~"**Customer Third Party Application**" means a compatible third party software application or web-based service that Customer uses to interoperate with the Auth0 Platform (for example, a social media platform whose user authentication credentials will be used by their End User to authenticate to Customer Applications using the Auth0 Platform). Customer Third Party Applications are selected by Customer and provided by third parties, but not by Auth0.~~

"**Documentation**" means the software user and administrator manuals published by Auth0 at https://www.auth0.com/docs, regarding use of the Auth0 Platform, including additional, updated or revised documentation, if any.

"**End User**" means~~, subject to the Entitlements,~~ any individual who has been authorized by Customer to use the end user features and functionality of the Auth0 Platform as part of its obtaining access to and use of Customer Applications.

"**Entitlements**" means the license metrics and other scope limitations applicable to Customer's license rights to access and use the Subscription Services, as specified in the applicable Sales Order.

"**Free Trial**" means use of the Subscription Services for trial purposes pursuant to a Sales Order that specifies that Customer's use is for a Free Trial.

"**Identity Provider**" or "**IdP**" means a compatible third party online service or website that authenticates users on the Internet by means of publicly available API's, such as Google, LinkedIn or Facebook. Customer may configure the Auth0 Platform to enable certain IdPs, so that Users can use their IdP authentication credentials to authenticate into Customer Applications via the Auth0 Platform.

"**Intellectual Property Rights**" means all trade secrets, patents and patent applications, trademarks (whether registered or unregistered and including any goodwill acquired in such ~~trade marks~~trademarks), service marks, trade names, copyrights, moral rights, database rights, design rights, rights in know-how, rights in Confidential Information, rights in inventions (whether patentable or not) and all other intellectual property and proprietary rights (whether registered or unregistered, any application for the foregoing, and all rights to enforce the foregoing), and all other equivalent or similar rights which may subsist anywhere in the world.

~~"**Personal Information**" means any personally identifiable information of an individual person that is required to be protected by applicable law (such as name, postal address, email address, telephone number, date of birth, Social Security number (or its equivalent), driver's license number, account number, personal identification number, or health or medical information).~~

"**Personal Data**" means any information relating to an identified or identifiable natural person.

"**Private SaaS**" means a version of the Auth0 Platform deployed as a private instance for Customer~~, either (a) in a private cloud environment sourced, operated and managed by Auth0, and dedicated for Customer's use (a "**Private SaaS – Auth0 Cloud**"), or (b) in an environment located in a private cloud sourced, operated and managed by Customer (a "**Private SaaS – Customer Cloud**"), or (c) in an environment located in a data center sourced, operated and managed by Customer or a third party service provider selected by Customer ("**Private SaaS – On Premise**")~~. The version of the Auth0 Platform deployed as a Private SaaS is referred to as a "**PSaaS Appliance**." Customer will be using a Private SaaS version only if so specified in the applicable Sales Order.

"**Process**" or "**Processing**" means any operation or set of operations which is performed on Customer Data or on sets of Customer Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"**Professional Services**" means the professional services (typically consulting and ~~configuration~~advice concerning Customer systems architecture) to be performed by Auth0 that are specified in the applicable Sales Order. Professional Services are not required for use of the Subscription Services. Terms governing Professional Services are specified in the 'Additional Terms of Service – Professional Services Terms' referenced in Section 12.

"**Renewal Term**" has the meaning ascribed to it in Section 8.

"**Sales Order**" means any mutually agreed, written sales order, executed on behalf of Auth0 and Customer (or, in the case of a sale of Services under a Channel Partner Agreement, executed on behalf of Auth0 and the Channel Partner), including its exhibits and addenda, describing the Subscription Services, Support Program, Professional Services (if applicable), fees, and any special terms for using the Services that Customer has ordered. ~~If Customer subscribes via Auth0's online checkout, then the checkout form submitted by Customer and accepted by Auth0 constitutes the applicable Sales Order for purposes of this Agreement.~~ Each Sales Order becomes effective when executed by both Auth0 and Customer ~~(or, in the case of an online checkout form, on the date on which Auth0 enters the completed online checkout form into its system),~~, and is made part of this Agreement as described in Section 1.2.

"**Services**" means the Subscription Services and the Professional Services.

"**Subscription Services**" means the Auth0 Platform service offerings to which Customer subscribes, together with the applicable Support Program, each as specified in the applicable Sales Order, and the Documentation.

"**Subscription Start Date**" means, with respect to each Sales Order, ~~(a)~~ the later to occur of the "Subscription Start Date" specified in the ~~Sale~~Sales Order, or the date on which the last of Auth0 and Customer (or, if applicable, a Channel Partner) executes the Sales Order~~, or (b) in the case of an online checkout form, the date on which Auth0 enters the completed online checkout form into its system~~. For Renewal Terms, the Subscription Start Date will be the day immediately following the date on which the preceding term expired, unless otherwise specified in the Sales Order.

"**Subscription Term**" has the meaning ascribed to it in Section 8.

"**Supplemental Materials**" means ~~software development kits,~~ sample code~~,~~ and sample programs made available ~~or supported~~ by Auth0 or by third parties for use with the Auth0 Platform. Supplemental Materials are not required for use of the Subscription Services, and may be accessed and used by Customer in its sole discretion.

"**Support Program**" means the Auth0 support and maintenance services program specified in the applicable Sales Order. Terms governing the Support Program are specified in the 'Additional Terms of Service – Support Program' referenced in Section 12.

"**Tenant**" means a logical isolation unit, or dedicated share of a particular Auth0 Platform instance; the dedicated share may be configured to reflect the needs of the specific Customer business unit using the share.

"**User**" means any Administrative User or End User.

The following words will be interpreted as designated: (i) "or" connotes any combination of all or any of the items listed; (ii) where "including" is used to refer to an example or begins a list of items, such example or items will not be exclusive; (iii) "specified" requires that an express statement is contained in the relevant document; ~~and~~ (iv) "will" is, unless the context requires otherwise, an expression of command, not merely an expression of future intent or expectation; and (v) "may" is, unless the context requires otherwise, an expression of permission, but not an obligation.

1.2. Construction. This Agreement ~~apply~~applies to the provision of all Services. The parties will enter into one or more Sales Orders that contain additional terms and conditions applicable to the provision of certain Services. Upon execution by the parties, each Sales Order will be incorporated into this Agreement.

2.   Provision and Use of Services; Operational Issues

2.1. Provision of Subscription Services. During the Subscription Term, Customer may access and use the Auth0 Platform in accordance with this Agreement. Auth0 will make the Auth0 Platform available to Customer, and provide the Support Program. Auth0's service levels with respect to the Auth0 Platform and Support Program are specified in the 'Additional Terms of Service – Service Levels' document referenced in Section 12. (Auth0's service levels do

not apply to any Free Trial.) Auth0 makes Supplemental Materials available on or via the auth0.com website or from within the Auth0 Platform.

2.2. Customer's Account. Customer will designate one or more of its employees to be the point of contact with Auth0 for the management and support of the Subscription Services, and who will be responsible for establishing and managing Customer's use of the Subscription Services ("**Account**"), including the creation of authentication credentials to access Customer's Account. Customer is solely responsible for maintaining the status of its User base. Customer will safeguard all Administrative User authentication credentials in its possession or under its control. Customer is responsible for all activities that occur under the Account.

2.3. Customer's General Responsibilities. Customer and its Users are solely responsible for obtaining and maintaining their Internet access to the Subscription Services. Customer is solely responsible for the accuracy, quality and integrity of the Customer Data that Customer or its Users input into the Auth0 Platform. Customer must comply, and will ensure that its Administrative Users comply, with the Acceptable Use Policy referenced in Section 12 below. Customer is responsible for acts and omissions of its Administrative Users relating to this Agreement as though they were Customer's own.

2.4. Customer Application. Customer is solely responsible for the development, implementation, operation, support, maintenance and security of each Customer Application.

~~**2.5.** Customer Third Party Applications.~~

~~2.5.1.~~ ~~*Access Rights*.~~Identity Provider Services. The Auth0 Platform includes ~~connectors designed~~functionality that enables Customer, at Customer's option, to ~~enable interoperation between~~connect with certain IdP services or sites, via public facing APIs provided and controlled by the IdP. Any authentication information transmitted to or accessed by the Auth0 Platform ~~and Customer Third Party Applications. Customer acknowledges and agrees that, in order to use the connectors effectively, Customer may be required to obtain rights to access such Customer Third Party Applications~~ from ~~their providers, and may be required to grant Auth0 access to Customer accounts on the Customer Third Party Applications. It~~an IdP is ~~Customer's sole responsibility to obtain such rights and access.~~

~~2.5.2.~~ ~~*Access Permissions*. If Customer enables a Customer Third Party Application for use with the Subscription Services, then Customer hereby grants Auth0 permission to allow the Customer Third Party Application provider to access~~considered Customer Data ~~to enable interoperability between the Customer Third Party Application and the Subscription Services. Auth0 is not responsible for any disclosure, modification or deletion of Customer Data that results from or arises out of access by any Customer Third Party Application or its provider to the Subscription Services, except~~under this Agreement and, to the extent ~~that such disclosure, modification or deletion results from a non-conformance by the Subscription Services with their applicable Documentation.~~

~~2.5.3.~~ ~~*Changes*. If a Customer Third Party Application provider~~within Auth0's possession or under Auth0's control, is subject to the data protection provisions of Section 7. If an IdP modifies ~~a Customer Third Party Application~~its APIs or equivalents so that ~~it~~they no longer ~~interoperates~~interoperate with the Auth0 Platform, or imposes requirements on interoperability that ~~Auth0 determines~~ are unreasonable for Auth0, and if after applying reasonable efforts Auth0 is unable to overcome such modifications or requirements then, upon ~~such~~reasonable notice to Customer ~~as Auth0 determines reasonable in the circumstances, Auth0 may, without liability to Customer,~~, Auth0 may cease or suspend its provision of interoperability between the Auth0 Platform and the affected ~~Customer Third Party Application.~~

2.5. ~~*Acquisition and Operation*.~~IdP services or sites, without liability to Customer. Except for Auth0's obligations to protect authentication credentials obtained by the Auth0 Platform from an IdP, Auth0 has no responsibility for the acquisition, development, implementation, operation, support, maintenance or security of any ~~Customer Third Party Applications~~IdP.

2.6. Customer Load Testing or Penetration Testing. Customer may conduct load testing or penetration testing on Customer infrastructure that interoperates with the Auth0 Platform as Customer determines necessary or advisable. To the extent any such testing affects or may reasonably be expected to affect the Auth0 Platform, Customer must comply with applicable testing policies located at auth0.com/docs/policies. Customer may not conduct any penetration testing or load testing on the Auth0 Platform without Auth0's prior written consent in each instance, and then only subject to such conditions as Auth0 reasonably requires. Auth0 may terminate any testing

of the Auth0 Platform at any time, as Auth0 determines necessary or advisable to protect the Auth0 Platform's operation or integrity.

2.7. Backup and Restore. Auth0 will perform backups of Customer Data stored on the Auth0 Platform every six hours. Auth0 will assist Customer in recovering and restoring Customer Data to the Auth0 Platform as specified in Auth0's then-current ~~recovery~~restoration policies (published at auth0.com/docs/policies~~); Auth0 may charge for recovery and~~). If Customer requires restoration services ~~that are required~~more than twice in any three month period, and other than as a result of an Auth0 Platform non-conformance, then Auth0 may charge for recovery and restoration services at Auth0's then-current applicable rates, or such other rates as may be agreed in writing with Customer. Recovery and restoration services are not available for Free Trial Customers.

~~**2.8.** Private SaaS and PSaaS Appliance. If Customer has subscribed to a Private SaaS offering, then the following apply:~~

~~2.8.1. Customer will permit Auth0 to access the PSaaS Appliance as required by Auth0 to support installation, testing and production deployment of all Auth0 Platform instances, to install updates and patches on a regular, periodic basis (for example, monthly, but in any event no less than quarterly, and sooner in the case of an emergency such a required security or performance patch), and to investigate and address errors and information security issues, subject to such reasonable restrictions on access as may be agreed in writing between Auth0 and Customer.~~

~~2.8.2. Auth0 and Customer will work together in good faith to establish a regular update cadence, and will coordinate to determine how to address non-standard circumstances such as general Customer holds on updates across its networks and systems, and Auth0's need to apply urgent patches. Prior to putting the Auth0 Platform into production, Customer and Auth0 will establish an escalation process that enables either party to escalate update issues within the other party's organization ("**Standard Escalation**"). If either party believes that Standard Escalation has been ineffective, then they may require that each party's executive sponsors and legal representatives meet via video conference within 5 business days' of such request ("**Executive Escalation**").~~

~~2.8.3. Customer must comply with any minimum operating requirements described in the Sales Order, and with the PSaaS Appliance requirements specified in the Documentation (https://auth0.com/docs/appliance); without limiting the foregoing, Customer is responsible for supplying and monitoring the infrastructure on which the PSaaS Appliance runs (including the VM host, storage, network resources, and other required dependencies). Customer may not utilize root access to the PSaaS Appliance. Customer may not modify or maintain, nor attempt to modify or maintain the PSaaS Appliance, except in accordance with Auth0's express instructions or. Customer will maintain and retain all logs generated by the PSaaS Appliance in connection with Customer's use of the Subscription Services, and will make them available to Auth0 upon request; Subscriber will export logs as necessary to ensure such retention. Notwithstanding Section 2.7 above, backup cycles and recovery and restore responsibilities for Private SaaS – Customer Cloud model, or the Private SaaS – On Premise model subscriptions are Customer's responsibility; Auth0's recommendations are published at https://auth0.com/docs/appliance/disaster-recovery..~~

~~2.8.4. If Customer fails to permit Auth0 to maintain and update the PSaaS Appliance instances for 3 consecutive months or to apply emergency patches to address critical vulnerabilities within 10 days of notification, then Auth0 may escalate using the Standard Escalation procedure. If the issues have not been resolved to each party's satisfaction within 5 business days of such escalation, then either party may require Executive Escalation. If the issues have not been resolved to each party's satisfaction within 5 business days of such escalation then, in Auth0's discretion, Auth0 may terminate the affected Sales Order(s) on not less than 30 days' prior written notice to Customer. Auth0 will not be obligated to provide the Support Services during such 30 day period. Auth0 must withdraw its termination notice if Customer provides Auth0 with access to the PSaaS Appliance for maintenance and update purposes as required by Auth0 within the 30 day period. Auth0 will have no liability for any security breach or service level non-conformance that occurs between expiration of any such 3 month period or 10 day period and Customer's provision of access to Auth0 for Auth0's maintenance purposes, nor to any non-conformance by Auth0 with its other obligations under this Agreement that would not have occurred had Customer permitted Auth0 to access and maintain the PSaaS Appliance as soon as reasonably possible following Auth0's request.~~

~~**2.9.**~~**2.8.** Technology Improvement. Auth0 may modify the Subscription Services and Auth0 Supplemental Materials as it determines necessary to reflect ~~to~~changes in technology and information security practices. Auth0 will notify Customer in advance of any material modifications. If Auth0 proposes to introduce any "Breaking Change"

(defined below) into the Auth0 Platform, then Auth0 will provide Customer at least six months' notice prior to Auth0's implementation of the Breaking Change, except in cases of emergency, such as critical vulnerability remediation, in which case Auth0 will provide as much prior notice as is reasonable in the circumstances. If a modification made by Auth0 materially reduces the features or functionality of the Subscription Services then, unless Auth0 has provided a substantially equivalent replacement, or made the modification (i) to remain compliant with applicable law, (ii) to comply with changes. Auth0 may require Customer to utilize Auth0 or in its third party certification standards (such as ISO 27001 and ISO 27018), or (iii) to address a security vulnerability, Customer may, at any time within the 30 day period following Auth0's implementation of the modification, terminate any affected Sales Order by delivery of written notice to Auth0 to that effect. Within 30 days of such termination, Auth0 will refund to Customer a pro-rata amount of any affected Subscription Services fees prepaid to Auth0 and applicable to the unutilized portion of the Subscription Term for terminated Subscription Services, and any affected unutilized Professional Services fees prepaid to Auth0. Upon any modification to the Subscription Services or Supplemental Materials, Auth0 may require Customer to utilize updates to Auth0 software, or updates to third party software utilized by Customer in order to continue using some or all of the Subscription Services. (but at no additional charge with respect to any Auth0 updates or third party updates that are provided by Auth0). A "**Breaking Change**" means a change to the Auth0 Platform that, to Auth0's knowledge, will cause failures in the interoperation of the Auth0 Platform and Customer Applications.

3. **License Grants and Proprietary Rights**

3.1. License by Auth0. Subject to the terms and conditions of this Agreement, Auth0 hereby grants to Customer a non-exclusive, non-transferable (except in accordance with Section 14.13 – Assignment), limited, royalty-free, worldwide license, without right to sub-license, for the Subscription Term, to (a) access and use, and to permit its Users to access and use, the Auth0 Platform, in accordance with the Documentation, subject to the Entitlements, and (b) reproduce, modify, and distribute and display the Documentation, in each case solely for Customer's operations in its ordinary course of business, and subject to the Entitlements. Auth0 reserves all other rights not expressly granted in this Agreement.

3.2. License by Customer. Customer hereby grants to Auth0 a non-exclusive, non-transferable (except in accordance with Section 14.13 – Assignment), limited, royalty-free license, without right to sub-license (except to its sub-processors, as required for the provision of the Subscription Services), to use the Customer MaterialsData, solely as necessary to perform the Services and as otherwise may be agreed in writing by Customer. Customer reserves all other rights not expressly granted in this Agreement.

3.3. Ownership of Intellectual Property Rights.

3.3.1. *Ownership and Use of Customer MaterialsData*. Customer retains all of its rights, title and interest and Intellectual Property Rights in and to the Customer Materials (including Customer Data) and Customer Confidential Information. No ownership interest in the Customer MaterialsData or Customer Confidential Information is transferred or conveyed to Auth0 by virtue of this Agreement. Auth0 will use Customer MaterialsData and Customer Confidential Information only for purposes of providing the Services, unless otherwise authorized in writing by Customer.

3.3.2. *Auth0's Intellectual Property and Ownership Rights*. As between Customer and Auth0, Auth0 and Auth0's licensors retain and own all right, title and interest and all Intellectual Property Rights in and to the Subscription Services, Auth0's Confidential Information, and Auth0's Supplemental Materials, and all enhancements or improvements to, or derivative works of any of the foregoing created or developed by or on behalf of Auth0 (collectively, "Auth0 Intellectual Property"). Nothing in this Agreement transfers or conveys to Customer any ownership interest in or to the Auth0 Intellectual Property.

3.4. Restrictions. Customer will not: (i) except to the extent, if any, permitted by applicable law or required by Auth0's licensors, reverse assemble, reverse engineer, decompile or otherwise attempt to derive source code from any of the Auth0 Platform; (ii) reproduce, modify, or prepare derivative works of any of the Auth0 Platform; or Documentation; (iii) distribute or display any of the Auth0 Platform or Documentation other than to Customer's Users; or (iv) share, rent or lease the Subscription Services, or use the Subscription Services to operate any timesharing, service bureau or similar business or to provide the Auth0 Platform as a standalone offering.

4. Compensation

4.1. Subscription Plans. Customer's subscription plan for the Subscription Services is specified in the applicable Sales Order. Customer may not reduce Customer's commitment under the subscription plan specified in the Sales Order during the Subscription Term. Customer is not entitled to any refund of fees paid or relief from fees due if the volume of Subscription Services Customer actually uses is less than the volume Customer ordered, and Customer may not carry over any of the unused volume to Customer's next Subscription Term.

4.2. Payment of Services Fees. Customer will pay Auth0 the fees for the Services as specified in the applicable Sales Order. ~~Except as otherwise specified in the Sales Order,~~ Auth0 invoices in advance for use of the Services. Unless specified otherwise in the applicable Sales Order, Customer will make all payments within thirty (30) days of receipt of Auth0's invoice. Unless otherwise specified in the applicable Sales Order, all Fees are stated and payable in US dollars. ~~Notwithstanding the foregoing, if Customer subscribes via Auth0's online checkout, customer will pay the Subscription Fees by credit card.~~

4.3. ~~Finance Charge. Auth0 may impose a finance charge of 1.0% per month on amounts unpaid by Customer on their due date.~~

~~4.4.~~4.3. Sales Taxes, Etc. Customer will be responsible for any applicable sales, value-added, use and similar taxes, together with all customs and import duties, and similar levies and impositions ("**Taxes**") payable with respect to its acquisition of Services, or otherwise arising out of or in connection with this Agreement, other than taxes based upon Auth0's personal property ownership or net income. Unless expressly specified otherwise in any Sales Order, all ~~Fees~~fees, rates and estimates exclude Taxes. If Customer has tax-exempt status, Customer will provide written evidence of such status with its purchase orders or upon request by Auth0.

~~4.5.~~4.4. Withholding. If Customer is located outside the U.S.A., and is required to withhold taxes imposed upon Auth0 for any payment under this Agreement by virtue of the statutes, laws, codes or governmental regulations of a country in which any Subscription Services are delivered or obtained, then such payments will be made by Customer on behalf of Auth0 by deducting them from the payment then due Auth0 and remitting such taxes to the proper authorities on a timely basis, and the payments provided for under this Agreement will be adjusted upwards appropriately so that Auth0 actually receives the full amount of the fees set forth in the applicable Sales Order. Customer will provide Auth0 with official documentation or tax receipts on such withholdings supporting such taxes and such payments as may be required by Auth0 for its tax records as soon as reasonably possible following payment to the applicable tax authority, and in any event no later than when required by applicable law.

~~4.6.~~ ~~Verification. Auth0 may access and use the Auth0 Platform as necessary to validate that Customer's use of the Subscription Services is within the scope of the license granted by Auth0. If Customer is using a PSaaS Appliance, then Customer will provide Auth0 with access to logs maintained on the PSaaS Appliance evidencing the number of users when Auth0 installs updates or patches, and in any event no less frequently than quarterly.~~

5. Warranties

5.1. Warranties.   Auth0 warrants to Customer that:

5.1.1.   *Performance Warranty*. During the Subscription Term, the Auth0 Platform, in the form provided by Auth0, will conform in all material respects to its applicable specifications set forth in the Documentation.

5.1.2.   *Viruses*. Auth0 will use commercially reasonable efforts, using applicable current industry practices, to ensure that the Auth0 Platform, in the form provided by Auth0 to Customer under this Agreement, contains no computer virus, Trojan horse, worm or other similar malicious code.

5.1.3.   *Support Program.* Auth0 will provide the Support Program in a good, professional and workmanlike manner, consistent with applicable industry standards.

5.1.4.   *Infringement*. Auth0's provision to Customer of the Subscription Services does not infringe any third party patent existing under the laws of the United States, Canada, any member state of the European Economic Area, the United Kingdom, Australia, New Zealand, Singapore, Brazil, South Korea, India or Japan, or infringe any third party copyright, trademark or service mark, or result from misappropriation by Auth0 of any third party's trade secrets (collectively, an "**Auth0 Infringement**").

5.1.5. *Compliance with Law*. The Services, in the form provided or made available by Auth0, will comply with all laws applicable to Auth0. and its provision of Services.

5.2. Performance Remedy. If the Auth0 Platform fails to conform to the warranty set forth in Section 5.1.1 and Customer provides written notice of the non-conformance to Auth0 within the applicable Subscription Term then, as Customer's exclusive remedy and Auth0's sole obligation: Auth0 will either repair or, at its option, replace the non-conforming Auth0 Platform or, if Auth0 is unable to correct the non-conformance within 30 days of receipt of such written notice from Customer, Customer may terminate the applicable Subscription Services, and Auth0 will refund to Customer a pro-rata amount of any Subscription Services fees prepaid to Auth0 and applicable to the unutilized portion of the Subscription Term for the terminated Subscription Services.

5.3. Infringement Remedy. Customer's sole and exclusive remedy for any non-conformance with the warranty in Section 5.1.4 above will be Customer's defense and indemnification rights under Section 9.1 below, and Customer's termination rights under Section 8.2 below.

5.4. Bugs and Abatement; Scope. Without limiting the express warranties in this Section 5 or any express warranties specified in the Additional Terms of Service, Auth0 does not warrant that the Auth0 Platform or Services are completely free from all bugs, errors, or omissions, or will ensure complete security. The warranties in Sections 5.1.1 and 5.1.3 do not apply to any Free Trial, or to any Auth0 Supplemental Materials. Supplemental Materials developed, created or provided by third parties are made available AS IS, without warranty of any kind. The warranties in this Agreement will automatically abate to the extent that the Auth0 Platform has been modified by persons other than Auth0's authorized employees or representatives, or other than at Auth0's express direction. The warranties in this Agreement are for the sole benefit of Customer, and may not be extended to any other person or entity.

5.5. Disclaimer Of Implied Warranties. Auth0Neither party makes noany representation or warranty in connection with the Services, except as expressly warranted in this Agreement or the Additional Terms of Service. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS SPECIFICALLY WARRANTED IN THIS SECTION 5 OR THE ADDITIONAL TERMS OF SERVICE, EACH PARTY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY OF NON-INFRINGEMENT OR IMPLIED OBLIGATION TO INDEMNIFY FOR INFRINGEMENT, ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE, AND ANY STATUTORY REMEDY.

6. **Confidential Information**

6.1. Restrictions on use and Disclosure. Neither Auth0 nor Customer will disclose to any third party any information provided by the other party pursuant to or in connection with this Agreement that the disclosing party identifies as being proprietary or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary or confidential (such information, "**Confidential Information**"), and will make no use of such Confidential Information, except under and in accordance with this Agreement. The receiving party will take reasonable precautions (using no less than a reasonable standard of care) to protect the disclosing party's Confidential Information from unauthorized access or use. Each party may disclose Confidential Information to its Affiliates and service providers, and its Affiliates and service providers may use such information, in each case solely for purposes of this Agreement. Each party will be liable for any breach of its obligations under this Section 6 that is caused by an act, error or omission of any such Affiliate or service provider. Confidential Information includes information disclosed by the disclosing party with permission from a third party, and combinations of or with publicly known information where the nature of the combination is not publicly known. Auth0's Confidential Information includes information regarding Auth0 Platform, Auth0's processes, methods, techniques and know-how relating to identity management, user authentication or user authorization, Documentation, road-maps, pricing, marketing and business plans, financial information, information security information, Auth0's SOC-2 statements and similar independent third partyISMS Standards (defined in Section 7.4 below) certifications, and Personal InformationData of Auth0 personnel. Customer's Confidential Information includes its proprietary workflows and processes, systems architecture, marketing and business plans, financial information, information security information, information pertaining to Customer's other suppliers, information pertaining to Customer's past, current and prospective customers, including Personal Information,Data of

Customer's personnel. This Section 6 does not apply to Auth0's obligations regarding use and protection of Customer Data.; those obligations are specified in Section 7 (Data Protection).

6.2. Exclusions. Except with respect to Personal ~~Information~~Data, Confidential Information does not include information that the receiving party can establish: (i) has entered the public domain without the receiving party's breach of any obligation owed to the disclosing party; (ii) has been rightfully received by the receiving party from a third party without confidentiality restrictions; (iii) is known to the receiving party without any restriction as to use or disclosure prior to first receipt by the receiving party from the disclosing party; or (iv) has been independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information.

6.3. Disclosure Required By Law. If any applicable law, regulation or judicial or administrative order requires the receiving party to disclose any of the disclosing party's Confidential Information ~~or Personal Information~~ (a "Disclosure Order") then, unless otherwise required by the Disclosure Order, the receiving party will promptly notify the disclosing party in writing prior to making any such disclosure, in order to facilitate the disclosing party's efforts to protect its Confidential Information ~~or Personal Information.~~. Following such notification, the receiving party will cooperate with the disclosing party, at the disclosing party's reasonable expense, in seeking and obtaining protection for the disclosing party's Confidential Information ~~or Personal Information.~~.

6.4. Independent Development. The terms of confidentiality under this Agreement will not limit either party's right to independently develop or acquire products, software or services without use of or reference to the other party's Confidential Information.

~~**6.5.** Data Processing Approvals. Except to the extent otherwise specified in the applicable Sales Order, Customer is solely responsible for obtaining, and represents and covenants that it has obtained or will obtain prior to processing by Auth0, all necessary consents, licenses and approvals for the processing of any Customer Data (and any other Personal Information provided by Customer) as part of the Services.~~

7. Data Protection

7.1. Regulatory Issues.

7.1.1. *Personal ~~Information~~Data – Compliance with Applicable Law.* Customer may select the Personal ~~Information~~Data it elects to ~~process~~input into and Process using the Auth0 Platform in its sole discretion; Auth0 has no control over the nature, scope, ~~or~~ origin of, or the means by which Customer acquires, Personal ~~Information processed~~Data Processed by the Subscription Services. Subject to the Customer Legal Basis Assurance (defined in Section ~~6.5 above,~~7.1.4 below), Auth0 will comply, and will ensure that its ~~employees and subcontractors~~personnel comply ~~(to the extent such subcontractors process Personal Information),~~, with the requirements of state, federal and national privacy laws and regulations governing Customer Personal ~~Information~~Data in Auth0's possession or under its control and applicable to Auth0's provision of Services. ~~Customer may not use the Auth0 Platform to process Personal Information except in accordance with the Auth0 Platform's user interface and APIs (for example, Customer may not store Personal Information in custom fields or fields not intended to store Personal Information). Customer is solely responsible for (i)~~Customer is solely responsible for ensuring that it complies with any legal, regulatory or similar restrictions applicable to the types of data Customer elects to ~~process~~Process with the Auth0 Platform~~, and (ii) Customer's decision not to adopt updates or best practices that Auth0 makes available to Customer~~.

7.1.2. *EU-US Privacy Shield Program.* Auth0 is certified under the EU-US Privacy Shield Program and will maintain such certification during the currency of the program or the Subscription Term, whichever is shorter. Auth0 will notify Customer if Auth0 no longer meets the certification requirements.

7.1.3. *ePHI.* If Customer is subject to US healthcare data protection laws (e.g., HIPAA), Customer may not use the Auth0 Platform to ~~process~~Process "electronic Protected Health Information" unless the applicable Sales Order specifies that it intends to do so.

7.1.4. ~~*Data Export, Retention and Destruction.* Customer may export Customer Data from the Auth0 Platform at any time during the Subscription Term, using the Auth0 Platform's then existing features and functionality~~*Data Consents.* Customer is solely responsible for obtaining, and represents and covenants that it has obtained or will obtain prior to Processing by Auth0, all necessary consents, licenses and approvals for the Processing, or otherwise has a valid legal basis under EU Data Protection Laws for the Processing of, any Personal Data provided by Customer or its Users as part of the Services (the "**Customer Legal Basis Assurance**").

7.1.5.   *Regulator Inquiries and Court Orders.* If any regulator, or any subpoena, warrant or other court or administrative order, requires Auth0 to disclose or provide Customer Data to a regulator or to any third party, or to respond to inquiries concerning the Processing of Customer Data, Auth0 will promptly notify Customer, unless prohibited by applicable law. Following such notification, Auth0 will reasonably cooperate with Customer in its response, except to the extent otherwise required by applicable law.

7.2. Instructions. Auth0 will Process Customer Data only as necessary to provide the Services, and in accordance with Customer's written instructions. This Agreement, and Customer's use of the Auth0 Platform's features and functionality, are Customer's instructions to Auth0 in relation to the Processing of Customer Data.

~~7.1.4.~~   Information ~~. Customer is solely responsible for its data retention obligations with respect to Customer Data. On Customer's request or otherwise following termination of the Subscription Services, if and to the extent Customer cannot delete Customer Data stored on Auth0's systems using the then existing features and functionality of the Auth0 Platform, Auth0 will destroy Customer Data in Auth0's custody or control. Auth0 will regularly dispose of Personal Information that is maintained by Auth0 separate from the Auth0 Platform (such as Personal Information contained in trouble tickets submitted by Customer) ("Incidental Data"), but that is no longer necessary to provide the Subscription Services. Auth0's obligations to destroy Customer Data and Incidental Data are subject to Auth0's customary backup and archival processes; backup and archival copies of data will remain subject to this Agreement until they are destroyed. Customer will bear and pay for all costs and expenses, including compensation for provision of human resources at Auth0's (and, if applicable, any affected sub-processors') then current professional services rates (collectively, "Auth0 Costs") related to any destruction of Customer Data or Incidental Data that Customer requires Auth0 to perform that is outside the scope of Auth0's customary destruction processes.~~

~~7.2.~~7.3.   Security ~~Program~~. Auth0 will implement and maintain~~, and will require its subcontractors to implement and maintain,~~ commercially reasonable technical and organizational security measures designed to meet the following objectives: (i) ensure the security and confidentiality of Customer Data in the custody and under the control of Auth0; (ii) protect against any anticipated threats or hazards to the security or integrity of such Customer Data; (iii) protect against unauthorized access to or use of such Customer Data; and (iv) ensure that Auth0's return or disposal of such Customer Data is performed in a manner consistent with Auth0's obligations under items (i)-(~~iv~~iii) above. Customer ~~acknowledges and agrees that it~~ is ~~commercially reasonable~~solely responsible for consequences of Customer's decision not to adopt updates or best practices that Auth0 ~~to rely upon the security processes and measures utilized by Auth0's cloud infrastructure providers.~~makes available to Customer.

~~7.3.~~7.4.   ~~Certification~~Audits and ~~Information Requests.~~Security Assessments. Auth0 is and will remain in compliance with its SOC-2 statement ~~or similar independently audited controls~~and the ISO 27001 and ISO 27018 standards (collectively, "**ISMS Standards**"), throughout the Subscription Term. Auth0 will cause its ~~SOC 2 or similar~~independent ISMS Standards certification auditors to verify the adequacy of the controls that Auth0 applies to the Subscription Services at least annually. Auth0 will provide Customer with copies of its ~~or its service providers'~~ ~~SOC 2 or similar~~ISMS Standards certifications applicable to Auth0's provision of Subscription Services, ~~if any,~~ upon request by Customer. ~~Such copies and certifications are Auth0 Confidential Information.~~ Auth0 will in addition provide such information regarding its information security systems, policies and procedures as Customer may reasonably request relating to Customer's due diligence and oversight obligations under applicable laws and regulations. ~~If any User requests Auth0 to provide them with information relating to processing of their Personal Information then, except as required by applicable law, Auth0 will promptly notify Customer of the request.~~

7.5. Data Export, Retention, Deletion and Return. Customer may export Customer Data from the Auth0 Platform at any time during the Subscription Term, using the Auth0 Platform's then existing features and functionality, at no additional charge. Customer is solely responsible for its data retention obligations with respect to Customer Data. Customer may delete Customer Data on its Tenants at any time. Auth0 will delete Customer's Tenants (and any data remaining on such Tenants) within 30 days of termination or expiration of the Subscription Term, and other Customer Data retained by Auth0 (if any). Auth0 is not obligated to delete copies of Customer Data retained in automated backup copies generated by Auth0, which Auth0 will retain for up to 14 months from their creation. Such backup copies will remain subject to this Agreement until the copy, or the Customer Data in the copy, is destroyed. Auth0's obligations to return Customer Data upon termination of a Subscription Term may be fulfilled by permitting Customer to export Customer Data as specified above.

7.6. Sub-Processors. Customer consents to Auth0's use of sub-processors to provide aspects of the Subscription Services, and to Auth0's disclosure and provision of Customer Data to those sub-processors. Auth0 publishes a list of its then-current sub-processors at https://auth0.com/legal ("**Sub-Processor List**"). Auth0 will require its sub-processors to comply with terms that are substantially no less protective of Customer Data than those imposed on Auth0 in this Agreement (to the extent applicable to the services provided by the sub-processor). Auth0 will be liable for any breach of its obligations under this Agreement that is caused by an act, error or omission of a sub-processor. Auth0 may authorize new sub-processors by provision of not less than 30 days' prior written notice to Customer, and by updating the Sub-Processor List. If Customer objects to the authorization of any future sub-processor on reasonable data protection grounds within 30 days of notification of the proposed authorization, and if Auth0 is unable to provide an alternative or workaround to avoid Processing of Customer Data by the objected to sub-processor within a reasonable period of time, not to exceed 30 days from receipt of the objection, then, at any time within 30 days of expiration of such 30 days period, Customer may elect to terminate the affected Sales Order(s) without penalty, by notice to Auth0 to that effect. If Customer terminates a Sales Order in accordance with the foregoing, then Auth0 will refund to Customer a pro-rata amount of any affected Subscription Services fees prepaid to Auth0 and applicable to the unutilized portion of the Subscription Term for terminated Subscription Services.

7.7. Access by Auth0 Personnel. Auth0 will ensure that its personnel access Personal Data only when authorized by Auth0, and in accordance with Auth0's applicable controls. Access is typically required only in connection with Auth0's provision of the Support Program, and then only when necessary to resolve an issue. Auth0 will ensure that its personnel are subject to obligations of confidentiality with respect to Customer Data. Auth0 will not permit its personnel to access Customer Data unless they have passed a criminal and employment background check.

7.8. User Requests. If any User requests Auth0 to provide them with information relating to Processing of their Personal Data, or to make changes to their Personal Data, then Auth0 will promptly notify Customer of the request, unless otherwise required by applicable law. Customer may make changes to User data using the features and functionality of the Auth0 Platform. Auth0 will not make changes to User data except as agreed in writing with Customer.

~~7.4.~~**7.9.** Breach Notification. Auth0 will notify Customer of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized ~~access to, or unauthorized use, loss or~~ disclosure of, or access to Customer Data ~~within~~in Auth0's ~~custody and~~possession or under its control (a "**Security Breach**") within ~~72~~48 hours of Auth0's confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach~~.~~ including, in the case of Auth0, prompt provision of the following, to the extent then known to Auth0: (i) the possible cause and consequences of the Security Breach; (ii) the categories of Personal Data involved; (iii) a summary of the possible consequences for the relevant Users; (iv) a summary of the unauthorized recipients of the Customer Data; and (v) the measures taken by Auth0 to mitigate any damage. Upon confirmation of any vulnerability or breach of Auth0's security affecting Customer Data in Auth0's custody and control, Auth0 will modify its processes and security program as necessary to mitigate the effects of the vulnerability or breach upon such Customer Data. Insofar as the Security Breach relates to Customer, and except to the extent required otherwise by applicable law, Customer will have approval rights on notifying its Users and any third~~-party regulatory authority of the Security Breach. Customer will notify Auth0 of any security compromise affecting its Users' authentication credentials used to access the Auth0 Platform, any Customer systems or networks that interoperate with or transmit data to the Auth0 Platform, including Customer Applications and any Customer Third Party Applications within 72 hours of confirmation of the same.~~ -party regulatory authority of the Security Breach. All security breach or security compromise notifications will be via the Auth0 Platform dashboard or account center, and via email to the persons designated by Customer to receive notices in the Auth0 Platform dashboard or account center.

~~7.5.~~**7.10.** ~~Auth0's Processing of Customer Data. Unless otherwise specified in the applicable Sales Order,~~Territorial Restrictions. Auth0 ~~may process~~will Process Customer Data within the AWS regions ~~designated~~selected by Customer upon creation of the applicable Tenant. In addition, some processing of Customer Data will occur on infrastructure located in the ~~Sales Order, and at Auth0's facilities in any member state of the~~ European Union (currently Germany ~~and~~, with failover to the Republic of Ireland). Dashboard data ~~and log data~~ may be ~~processed~~viewed (but not stored) in the United States. Auth0 personnel may access Customer Data from any location for purposes of providing Support ~~Services. Auth0 will not permit its personnel to access Customer Data~~

~~unless they have passed a criminal and employment background check.~~Program (subject to the restrictions described in Section 7.7 above).

8. Term; Termination of Sales Orders

8.1. General. This Agreement will commence on the Effective Date and will continue in effect until terminated in accordance with Section 8.2 or 8.3 below.

8.2. Termination On Breach. In the event of a material breach of the Agreement by either party, the non-breaching party may terminate the Agreement or any Sales Order affected by the breach by giving the breaching party written notice of the breach and the non-breaching party's intention to terminate. If the breach has not been cured within the period ending 30 days after such notice, and if the non-breaching party provides written notice of termination to the breaching party ("**Termination Notice**"), then this Agreement or any such Sales Order will terminate within the time period specified in the Termination Notice. Notwithstanding the foregoing, Customer's failure to pay any overdue fees and expenses within 30 days of Auth0 notifying Customer of the overdue payment will constitute a material breach of this Agreement. If Customer has not cured a material breach within the applicable cure period, then Auth0 may, on not less than 5 business days' prior written notice to Customer, in its sole discretion, and without prejudice to its other rights following material breach and failure to cure, until such breach has been cured in full, suspend performance of some or all of Auth0's obligations to provide Services under this Agreement. If Customer terminates this Agreement or any Sales Order for breach in accordance with this Section 8.2, then Auth0 will refund to Customer a pro-rata amount of any affected Subscription Services fees prepaid to Auth0 and applicable to the unutilized portion of the Subscription Term for terminated Subscription Services, and any affected unutilized Professional Services fees prepaid to Auth0.

8.3. Termination for Convenience. The parties acknowledge and agree that each Subscription Term is priced as a minimum term, and may not be terminated for convenience. Customer may terminate any Professional Services for convenience at any time, upon not less than 30 days' prior notice to Auth0. Either party may terminate a Free Trial at any time, for any reason, effective upon delivery of notice to that effect. Subject to the foregoing, Auth0 may not terminate any Services for convenience.

~~**8.4.**~~ Subscription Term and Renewal.

8.4. ~~*Term.*~~ Each subscription term for Subscription Services will commence on the Subscription Start Date, and will continue for the period specified in the Sales Order or, if not so specified, one year (an "**Initial Term**"). Upon expiration of the Initial Term the parties may renew the Subscription Services term for successive periods of at least one year each (each, a "**Renewal Term**") at such rates as may be mutually agreed in writing between them. Auth0 will provide ~~Subscriber~~Customer with notice of its proposed fees for renewal at least two months prior to the expiration of the then-current term. The Initial Term and each Renewal Term are individually referred to in these Terms as the "**Subscription Term**".

~~8.4.2. *Subscription to Upgraded or Additional Services*. If Customer upgrades any of Customer's Subscription Service subscriptions during a Subscription Term, then the Subscription Term for the upgraded Subscription Service will be coterminous with the current Subscription Term and Auth0 will invoice Customer an amount equal to the difference between the original Subscription Service fee and the upgraded Subscription Service fee. If Customer subscribes to an additional Subscription Service, the Subscription Term for that Subscription Service will begin on the Subscription Start Date for that Subscription Service and Customer will be separately invoiced for the applicable activation and Subscription Service fee for the additional Subscription Service.~~

~~**8.5.** Refund of Prepaid Subscription Fees if Customer Terminates for Breach. If Customer terminates this Agreement or any Sales Order for breach in accordance with Section 8.2 above, then Auth0 will refund to Customer a pro-rata amount of any affected Subscription Services fees prepaid to Auth0 and applicable to the unutilized portion of the Subscription Term for terminated Subscription Services, and any affected unutilized Professional Services fees prepaid to Auth0.~~

~~**8.6.**~~**8.5.** Fulfillment of Obligations on Termination. Except as otherwise specified in this Agreement or any Additional Terms of Service, termination of the Agreement or of any Services will not entitle Customer to any refund of or relief from payment of any Services fees paid or payable under this Agreement.

~~**8.7.**~~**8.6.** Post Termination Obligations. Following any termination of the Agreement or any Sales Order, each party will, within 30 days of such termination, (i) immediately cease use of any Confidential Information of the

other communicated for the purposes of this Agreement or such Sales Order, and (ii) return or destroy (and certify destruction of) all copies of any Confidential Information of the other party disclosed under the Agreement or such Sales Order within 30 days of such termination, subject to ~~Section 7.1.4 and~~ each party's customary backup and archival processes.

~~8.8.~~8.7.   Suspension~~. Auth0 may suspend Customer's or any User's right~~ – Critical Threats. If Auth0, acting reasonably in the circumstances then known to ~~access or use any portion of the Subscription Services, or to connect the Auth0 Platform to Customer Third Party Applications, if Auth0~~ Auth0, determines that Customer's or any of its Users' use of the Subscription Services~~, or Customer Third Party Applications,~~ or of any Identity Provider poses an imminent threat to (i) ~~pose a~~the security ~~risk to~~ or integrity of any Customer Data or the ~~Subscription Services or any third party, (ii) may adversely impact the Subscription Services, or the networks or~~ data of any other Auth0 customer, ~~business partner or service provider, (iii) do not comply with the AUP or applicable law, or (iv) may subject Auth0 or any third party to liability. Auth0 will endeavor to provide as much notice as is reasonably practicable in the circumstances,~~ or (ii) the availability of the Auth0 Platform to Customer or any other Auth0 customer (collectively, a "**Critical Threat**"), then Auth0 will immediately attempt to contact Customer to resolve the Critical Threat. If Auth0 is unable to immediately contact Customer, or if Auth0 contacts Customer but Customer is unable to immediately remediate the Critical Threat, then Auth0 may suspend Customer's and ~~to reinstate the Subscription Services as soon as reasonably practicable following correction of~~ its Users' use of the Auth0 Platform until the ~~issue~~Critical Threat is resolved and Auth0 is able to restore the Subscription Services for Customer.

~~8.9.~~8.8.   Survival. The provisions of Sections 1, 3.3-3.4, 4.3-4.4, ~~4.6,~~ 6, 7, 8.5-8.~~9~~8, 9-11 and 14 of this Agreement will survive any termination or expiration of this Agreement.

9.   Indemnification

9.1.   Auth0's Infringement Indemnification.

9.1.1.   *Defense and Indemnity*. If any third party makes any claim against Customer that~~, if true, would constitute~~ alleges an Auth0 Infringement (defined in Section 5.1.4) then, upon notification of such claim, Auth0 will, at its sole cost and expense, defend Customer against such claim and any related proceeding brought by such third party against Customer, and indemnify Customer from and against all damages, fines and penalties finally awarded against Customer or agreed to be paid by Customer in a written settlement approved in writing by Auth0, and resulting from the Auth0 Infringement. Auth0's obligations under this Section 9.1.1 are subject to Customer's compliance with the "Indemnification Conditions" (defined below).

"**Indemnification Conditions**" means the following conditions with which a party must comply in order to be entitled to defense or indemnification under the Agreement by the other party: (i) the indemnified party notifies the indemnifying party in writing of any claim that might be the subject of indemnification promptly after any executive officer of the indemnified party or member of the indemnified party's legal department first knows of the claim, provided, however, that no failure to so notify an indemnifying party will relieve the indemnifying party of its obligations under this Agreement except to the extent that such failure materially prejudices defense of the claim, and except to the extent of damages incurred by the indemnifying party as a result of the delay; (ii) the indemnifying party is given primary control over the defense and settlement of the claim (subject to the foregoing, the indemnified party may nonetheless participate in the defense at its sole cost and expense); (iii) the indemnified party makes no admission of liability (except as required by applicable law) nor enters into any settlement without the indemnifying party's prior written agreement (not to be unreasonably withheld); (iv) the indemnified party provides such assistance in defense of the proceeding as the indemnifying party may reasonably request, at the indemnifying party's reasonable expense; ~~(v) the indemnified party complies with any court order or reasonable settlement made in connection with the proceeding; and (vi~~and (v) the indemnified party uses all commercially reasonable efforts to mitigate its losses.

9.1.2.   *Auth0's Mitigation Rights*. If any Subscription Services become (or in Auth0's opinion are likely to become) the subject of any infringement or misappropriation claim, Auth0 may, and if Customer's use of the Subscription Services is enjoined, Auth0 must, at its sole expense, either: (i) procure for Customer the right to continue using the relevant Subscription Services; (ii) replace or modify the relevant Subscription Services in a functionally equivalent manner so that they no longer infringe; or (iii) terminate the applicable Sales Order or Customer's rights to use affected Subscription Services, and refund to Customer a pro-rata amount of any

subscription fees prepaid to Auth0 and applicable to the unutilized portion of the Subscription Term for the terminated Subscription Services.

9.1.3. *Exclusions*. Notwithstanding the foregoing, Auth0 will have no obligation with respect to any infringement or misappropriation claim to the extent based upon (i) any use of the Subscription Services not in accordance with their applicable license rights, (ii) the combination of the Subscription Services with other products, equipment, software, services or data not supplied by Auth0 where the infringement would not have occurred but for such combination, ~~(iii) Auth0's compliance with Customer's specifications, configuration requirements, or other instructions (except to the extent that Auth0 knew that such compliance would infringe a third party's Intellectual Property Rights), (iv) any use of any version of any Auth0 Platform or Supplemental Materials other than the most current version made available to Customer after notice from Auth0 that Customer must upgrade to such release to avoid an infringement or misappropriation claim and Customer has had a reasonable time in which to implement such upgrade, (v) any modification of the Subscription Services not made by Auth0 or its subcontractors, or at its or their express direction, or (vi) any Customer Materials.~~ or (iii) any Customer Data.

9.2. Customer's ~~Infringement~~ Consent Indemnification.

9.2.1. *Defense and Indemnity*. ~~If any third party makes any claim against Auth0 that Auth0's use of any Customer Materials infringes any third party patent existing under the laws of the United States, Canada, any member state of the European Economic Area, the United Kingdom, Australia, New Zealand, Singapore, Brazil, South Korea, India or Japan, or infringes or violates any third party copyright, trademark, service mark, privacy right or data protection right, or results from any misappropriation by Customer of such third party's trade secrets or privacy rights (collectively, a "**Customer Infringement**")~~ If any third party makes any claim against Auth0 that alleges a non-conformance with the Customer Legal Basis Assurance (defined in Section 7.1.4) then, upon notification of such claim, Customer will, at its sole cost and expense, defend Auth0 against such claim and any related proceeding or investigation brought by such third party against ~~Customer~~ Auth0, and Customer will indemnify Auth0 from and against all damages, fines and penalties finally awarded against Auth0 or agreed to be paid by Auth0 in a written settlement approved in writing by Customer, and resulting from the ~~Customer Infringement.~~ non-conformance. Customer's obligations under this Section 9.2.1 are subject to Auth0's compliance with the Indemnification Conditions.

9.2.2. *Mitigation Rights*. If ~~provision of~~ Customer ~~Materials~~ Data is, or in Customer's reasonable opinion is likely to become, the subject of a claim of ~~infringement or misappropriation of any intellectual property right of any third party~~ non-conformance with the Customer Legal Basis Assurance, then Customer will have the right to: (i) procure the rights necessary for Customer and Auth0 to continue to ~~provide Customer's Materials~~ Process the affected Customer Data; (ii) ~~replace or~~ modify the Customer ~~Materials in a functionally equivalent manner~~ Data so that ~~they~~ there is no longer ~~infringe; or, if the options described in (i) and (ii) above are not available to Customer on commercially reasonable terms,~~ a non-conformance; or (iii) ~~terminate Auth0's rights to use the Customer Materials (in which case Auth0's obligations to perform~~ delete or otherwise remove the ~~Services will be reduced to the extent that Auth0 required the~~ non-conforming Customer ~~Materials to perform, and any such termination will be treated as a termination for convenience by Customer).~~ Data from the Auth0 Platform.

~~9.2.3.~~ *Exclusions*. Notwithstanding the foregoing, Customer will have no obligation under this Section 9.2 or otherwise with respect to any ~~infringement or misappropriation~~ claim of non-conformance with the Customer Legal Basis Assurance to the extent based upon ~~(i) any use~~ Auth0's Processing of the affected Customer ~~Materials not~~ Data other than in accordance with this Agreement ~~and their applicable license rights notified by Customer to Auth0, (ii) combination of the Customer Materials with other products, equipment, software, services or data not supplied by Customer where the infringement would not have occurred but for such combination, but excluding combination with any Auth0 Platform, (iii) Customer's compliance with Auth0's specifications or instructions, (iv) any use of any version of any Customer Materials other than the most current version made available to Auth0 after notice from Customer that Auth0 must upgrade to such release to avoid an infringement or misappropriation claim and Auth0 has had a reasonable time in which to implement such upgrade, (v) any modification of the Customer Materials not made by Customer or at its express direction, or (vi) any data processed by the Customer Materials that Customer or its Users have not provided, made available, or required Auth0 to use or access.~~

9.3.0.9.2.3. ~~Improper Use of Auth0 Platform. Customer will indemnify and hold Auth0 harmless from any claims, damages, losses, judgments, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with any non-compliance by Customer or its Users with the Acceptable Use Policy~~.

10. Limitations and Exclusions of Liability

10.1. <u>Exclusion of Certain Claims</u>. SUBJECT TO SECTION 10.3, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE ~~(INCLUDING ANY DAMAGES FOR LOSS OF DATA, GOODWILL, REVENUE OR PROFITS),~~, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF (i) THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT OR ANY RELATED AGREEMENT, OR ANY SOFTWARE, PRODUCTS OR SERVICES PROVIDED HEREUNDER, OR (ii) ANY CLAIM, CAUSE OF ACTION, BREACH OF CONTRACT OR ANY EXPRESS OR IMPLIED WARRANTY, UNDER THIS AGREEMENT, ANY RELATED AGREEMENT OR OTHERWISE, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT.

10.2. <u>Limitation of Liability</u>. Subject to Section 10.3, neither party's maximum aggregate liability arising out of this Agreement or any related agreement will in any event exceed the fees paid to Auth0 under the Sales Order giving rise to the claim during the 12 month period immediately preceding the aggrieved party's first assertion of any claim against the other, regardless of whether any action or claim is based in contract, misrepresentation, warranty, indemnity, negligence, strict liability or other tort or otherwise.

10.3. <u>Exceptions</u>. Sections 10.1 and 10.2 do not apply to either party's (i) willful misconduct or gross negligence, (ii) infringement or misappropriation of any of the other's Intellectual Property Rights, or (iii) liability or loss which may not be limited by applicable law. Any amounts payable by an indemnified party to a third party pursuant to a judgment or to a settlement agreement approved in writing by an indemnifying party, liability for which falls within the indemnifying party's indemnification obligations under this Agreement, and all fees payable by Customer under this Agreement, will be deemed direct damages for purposes of this Section 10. Section 10.2 does not apply to (i) each party's defense and indemnification obligations, (ii) Customer's obligations to pay fees and expenses when due and payable under this Agreement, nor (iii) either party's obligations under Section 6 (Confidential Information) or Section 7 (Data Protection), provided, however, that except to the extent of willful misconduct or gross negligence of Auth0, Auth0's maximum aggregate liability under Section 7 will not exceed two times (2X) the fees paid by Customer to Auth0 under the affected Sales Order in the 12 month period immediately preceding Customer's first assertion of its claim.

10.4. <u>Free Trial</u>. With respect to any Free Trial, Auth0's aggregate liability will in no event exceed one hundred US dollars, regardless of any theory of liability, and notwithstanding any provision of this Agreement to the contrary, including Sections 10.1-10.3.

10.5. <u>General</u>. ~~Customer~~<u>Each party</u> agrees that these exclusions and limitations apply even if the remedies are insufficient to cover all of the losses or damages of ~~Customer or its Affiliates~~<u>such party</u>, or fail of their essential purpose and that without these limitations the fees for the Services would be significantly higher. Neither party may commence any action or proceeding under this Agreement more than two years after the occurrence of the applicable cause of action.

11. Dispute Resolution

11.1. <u>Governing Law</u> <u>and Venue</u>. This Agreement will be governed by and interpreted in accordance with the internal laws of the ~~State of Washington and, where such laws are preempted by~~ <u>states or countries specified in</u> the ~~laws of the United States, by the internal laws of the United States, in each case~~<u>table below,</u> without regard to ~~(i)~~ conflicts of laws principles~~,~~<u>.</u> <u>In the event of any controversy or claim arising out of or relating to this Agreement, or its breach or interpretation, the parties will submit to the exclusive jurisdiction of</u> and ~~(ii)~~<u>venue in</u> the ~~applicability, if any,~~<u>applicable courts or arbitration bodies specified in the table below. Each party waives all defenses</u> of ~~the United Nations Convention on Contracts for the International Sale~~<u>lack</u> of ~~Goods~~<u>personal jurisdiction and inconvenient forum</u>.

~~**11.2.** Venue and Jurisdiction. In the event of any controversy or claim arising out of or relating to this Agreement, or the breach or interpretation thereof, the parties will submit to the exclusive jurisdiction of and venue in the State courts of Washington located in Seattle, or the Federal District Court for the Western District of Washington, and appeal courts therefrom. Each party hereby waives all defenses of lack of personal jurisdiction and~~

~~forum nonconveniens. Process may be served on either party in the manner authorized by applicable law or court rule.~~

If the Customer's address in the Sales Order is in:	The governing law is that of:	The courts or arbitration bodies having exclusive jurisdiction are:
The USA, Mexico, or any country in Central or South America or the Caribbean	Washington, USA, and controlling United States federal law	Courts located in Seattle, Washington, USA
Canada	Ontario, Canada, and controlling Canadian federal law	Courts located in Toronto, Ontario, Canada
Any country in Europe, the Middle East, or Africa	England	Courts located in London, England
Any country located in Asia or the Pacific region, other than Australia or New Zealand	England	Arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre then in force, which rules are incorporated by reference in this clause.[1]
Australia or New Zealand	New South Wales, Australia	Courts located in Sydney, New South Wales, Australia

Note 1: The Tribunal will consist of one independent, disinterested arbitrator. The language of the arbitration will be English. The determination of the arbitrator will be final, conclusive and binding. Judgment upon the award rendered may be entered in any court of any state or country having jurisdiction.

~~11.3.~~11.2.   Legal Expenses. If any proceeding is brought by either party to enforce or interpret any term or provision of this Agreement, the substantially prevailing party in such proceeding will be entitled to recover, in addition to all other relief arising out of this Agreement, ~~such party's~~its reasonable attorneys' and other experts' (including without limitation accountants) fees and expenses.

12. Additional Terms of Service

The following additional terms and conditions ("**Additional Terms of Service**") apply to Customer's use of the Services, and are incorporated into this Agreement by this reference. The Additional Terms of Service are published at https://www.auth0.com/legal :

- •   Support Program (does not apply to Free Trials)
- •   Service Levels (do not apply to Free Trials)
- •   Acceptable Use Policy
- •   Professional Services Terms (apply only if the Sales Order specifies that Auth0 is to provide Professional Services)
- ~~•   Modification Policy (unless otherwise specified in the Sales Order)~~

13. Purchase Through Channel Partners

13.1.   Applicability. This ~~section~~Section 13 only applies to Customers purchasing Services through a Channel Partner. If Customer is uncertain as to the applicability of this section to its purchase of Services, Customer should contact Auth0 for further information.

13.2.   Channel Partners. If Customer acquired the Services from a Channel Partner, then this Agreement is not exclusive of any rights Customer obtains under the Channel Partner Sale Agreement; however, if there is any conflict between the provisions of this Agreement and the Channel Partner Sale Agreement, then the provisions of this Agreement prevail. If a Channel Partner has granted Customer any rights that Auth0 does not also directly grant to Customer in this Agreement, or that conflict with this Agreement, then Customer's sole recourse with respect to such rights is against the Channel Partner.

13.3.   Term and Renewal. If Customer ordered the Services through a Channel Partner, then Section 8.4 is inapplicable, and the Subscription Term will begin on the Subscription Start Date and, subject to the remainder of Section 8, it will expire, renew and terminate in accordance with the terms of the Channel Partner Sale Agreement.

13.4.   Fees and Payment. If Customer ordered the Services through a Channel Partner, then the provisions of Section 4.~~1 - 4.5~~ do not apply to Customer, and Customer's billing and payment rights and obligations are governed by the Channel Partner Sale Agreement. However, if the Channel Partner from whom Customer purchased the Services fails to pay Auth0 any amounts due in connection with Customer's use of the Services, then Auth0 may

suspend Customer's rights to use the Services without liability, upon notice to Customer. Customer agrees that Customer's remedy in the event of such suspension is solely against the Channel Partner.

14. Miscellaneous Provisions

14.1. <u>Affiliates</u>. This Agreement set forth the general terms and conditions under which Auth0 will provide Services to Customer and its Affiliates. Sales Orders may be entered into under this Agreement by either the entity designated above as "Customer" or any of Customer's Affiliates. The entity that executes a Sales Order in the position of services recipient will be considered the "Customer" for all purposes of the Sales Order; and the Sales Order will be considered a two party agreement between Auth0 and such "Customer" under this Agreement.

14.2. <u>Publicity; References</u>. Unless otherwise specified in the applicable Sales Order, Auth0 may refer to Customer as one of Auth0's customers and use Customer's logo as part of such reference, provided that Auth0 complies with any trademark usage requirements notified to it by Customer. With Customer's prior written approval, including if so specified in the applicable Sales Order, (i) Auth0 may either (a) issue a press release announcing the relationship between Auth0 and Customer, or (b) submit a joint press release to Customer for Customer's approval, such approval not to be unreasonably withheld or delayed; and (ii) Customer will be a reference account for Auth0, provided, however, that Auth0 will provide Customer with reasonable notice and obtain Customer's consent before scheduling any reference calls or site visits.

14.3. <u>Compliance With Laws</u>. Each party will comply with all laws and regulations applicable to it, including U.S. export control laws. Neither party will have any liability to the other for any non-performance of their obligations under this Agreement to the extent that the non-performance is mandated by applicable law. Each party represents and warrants to the other that neither it nor its Affiliates, nor any of its or their users, officers or directors, are persons, entities or organizations with whom the other party is prohibited from dealing (including provision of software, products or services) by virtue of any applicable law, regulation, or executive order, including US export control laws, and names appearing on the U.S. Department of the Treasury's Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List. ~~Auth0 may access, modify and disclose Customer Data as and when required by applicable law; Auth0 will provide notice to Customer of modification or disclosure of Customer Data as soon as reasonably practicable in the circumstances, unless prohibited by applicable law.~~

14.4. <u>U.S. Government Rights In The Services</u>. Auth0 provides the Services for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Auth0 to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

14.5. <u>Equitable Relief</u>. Each of Customer and Auth0 acknowledges that damages will be an inadequate remedy if the other violates the terms of this Agreement pertaining to protection of a party's Intellectual Property Rights, Confidential Information or Personal ~~Information~~<u>Data</u>. Accordingly, each of them will have the right, in addition to any other rights each of them may have, to seek in any court of competent jurisdiction, temporary, preliminary and permanent injunctive relief to restrain any breach, threatened breach, or otherwise to specifically enforce any of the obligations in this Agreement.

14.6. <u>Business Continuity / Disaster Recovery</u>. During any period in which Customer is subscribed to the Subscription Services, Auth0 will comply with its then current applicable Business Continuity and Disaster Recovery Plans. Auth0 will test such plans at least once a year. Auth0 will provide Customer with summaries of such plans and test results upon written request. Auth0 may not modify such plans to provide materially less protection to Customer without Customer's prior written consent, which may not be unreasonably conditioned or withheld.

14.7. <u>Force Majeure</u>. If the performance of this Agreement is adversely restricted or if either party is unable to conform to any warranty or obligation by reason of any Force Majeure Event then, except with respect to obligations to pay any fees or expenses and to obligations under Section 14.6 above (Business Continuity / Disaster Recovery), the party affected, upon giving prompt written notice to the other party, will be excused from such performance on a day-to-day basis to the extent of such restriction (and the other party will likewise be excused from performance

of its obligations on a day-to-day basis to the extent such party's obligations relate to the performance so restricted); provided, however, that the party so affected will use all commercially reasonable efforts to avoid or remove such causes of non-performance and both parties will proceed whenever such causes are removed or cease. "**Force Majeure Event**" means any failure or delay caused by or the result of causes beyond the reasonable control of a party or its service providers that could not have been avoided or corrected through the exercise of reasonable diligence, including ~~acts of God, fire, flood, hurricane or other~~ natural catastrophe, internet access or related problems beyond the demarcation point of the party's or its applicable infrastructure provider's facilities, ~~denial of service attacks,~~ state-sponsored malware or state-sponsored cyber-attacks, terrorist actions, laws, orders, regulations, directions or actions of governmental authorities having jurisdiction over the subject matter hereof, or any civil or military authority, national emergency, insurrection, riot or war, or other similar occurrence. If a party fails to perform its obligations as a result of such restriction for a period of more than 30 days, then the other party may terminate the affected Services without liability.

14.8. Service Enhancement Analysis. ~~Unless otherwise specified in the applicable Sales Order,~~ Auth0 may use Customer's and its Users' Subscription Services usage history ~~and~~, statistics ~~(collectively, "~~and telemetry ("**Enhancement Data**") for Auth0's internal analytical purposes related to its provision of Services, including to improve and enhance the Subscription Services and the Auth0 Platform. Auth0 may make information derived from its analysis of Enhancement Data publicly available~~, *provided* that the publicized information does not include any Enhancement Data that has not been aggregated and anonymized. For the purposes of this Agreement, aggregated and anonymized Enhancement Data means Enhancement Data that (i) has been aggregated with other data, and (ii) does not contain information that identifies Customer or its Users.~~ on an aggregated and anonymized basis, provided that such information does not contain any Personal Data. For the sake of clarity, aggregated and anonymized data is not Confidential Information of Customer.

14.9. Captions and Headings. The captions and headings are inserted in this Agreement for convenience only, and will not be deemed to limit or describe the scope or intent of any provision of this Agreement.

14.10. Severability; Invalidity. If any provision of this Agreement is held to be invalid, such invalidity will not render invalid the remainder of this Agreement or the remainder of which such invalid provision is a part. If any provision of this Agreement is so broad as to be held unenforceable, such provision will be interpreted to be only so broad as is enforceable.

14.11. Waiver. No waiver of or with respect to any provision of this Agreement, nor consent by a party to the breach of or departure from any provision of this Agreement, will in any event be binding on or effective against such party unless it be in writing and signed by such party, and then such waiver will be effective only in the specific instance and for the purpose for which given.

14.12. Third Party Beneficiaries. Except as expressly set forth in this Agreement, no provisions of this Agreement are intended nor will be interpreted to provide or create any third party beneficiary rights or any other rights of any kind in any other party. If the law governing this Agreement is English law, then a person who is not a party to this Agreement will not have any rights under the Contracts (Rights of Third Parties) Act 1999) to enforce any term of this Agreement. Notwithstanding the foregoing, Auth0's suppliers of products and services delivered hereunder will enjoy the same disclaimers of warranty, limitations on liability and similar exculpatory provisions with respect to such products and services as does Auth0.

14.13. Assignment. Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other, which will not be unreasonably withheld, provided, however that, subject to any restrictions specified in any applicable Sales Order, either party may assign all, but not some of its rights and obligations under this Agreement to any of its Affiliates, or to any entity into or with which it is merged, or that acquires all or substantially all of its assets, upon notice to the other party, but without requiring consent. Subject to the foregoing restriction on assignment, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

14.14. Notices. Auth0 will provide Customer with notices that affect Auth0's customers generally (e.g., notices that relate to modifications or updates to, or the availability or interoperability of the Auth0 Platform) via e-mail or the Auth0 Platform dashboard or account center. Auth0 will provide Customer with any legal notices by pre-paid first class mail, air courier or e-mail to the mailing or e-mail address Customer provided Auth0 on the applicable Sales Order, or during Customer's registration for the Services, or to a substitute, updated mailing or e-mail address

that Customer has provided to Auth0 for these purposes. Customer is responsible for keeping its mailing and e-mail address current with Auth0. Except as otherwise specified in this Agreement, all notices to be given to Auth0 under this Agreement must be in writing and sent ~~to Auth0's USA headquarters~~by email to legal@auth0.com, or by prepaid first class mail or air courier at the address specified on the first page of this Agreement (or, if none, at ~~https://auth0.com/),~~https://auth0.com/), or to a substitute, updated address notified by Auth0, marked "Attention: Legal Department". Notices sent electronically will be deemed received within 1 business day of dispatch. Notices sent by prepaid first class mail will be deemed received within 5 business days of dispatch (however, notices sent by mail to addressees in a different country from that of the sender will be deemed received upon delivery). Notices sent by air courier, or personally delivered, will be deemed received upon delivery.

14.15. Governing Language. The governing language for this Agreement and its related transactions, for any notices or other documents transmitted or delivered under this Agreement, and for the negotiation and resolution of any dispute or other matter between the parties, will be the English language. If there is any conflict between the provisions of any notice or document and an English version of the notice or document (including this Agreement), the provisions of the English version will prevail. Customer waives any rights it may have under any law in any state or country to have the Agreement written in any language other than English. In transactions between the parties, a decimal point will be indicated by a period, and not by a comma.

~~14.15.~~14.16. Entire Agreement; Amendments. This Agreement constitutes and embodies the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous written, electronic or oral communications, representations, agreements or understandings between the parties with respect thereto. This Agreement may not be modified or amended except by a written instrument executed by both parties ~~(subject to, if applicable, modifications made in accordance with the Auth0 Modification Policy Additional Terms of Service referenced in Section 12 above).~~. With the exception of the Additional Terms of Service, any additional, supplementary or conflicting terms supplied by either party (whether in hard copy or electronic form), including those contained on or within any invoice, purchase order, or standard terms of purchase, or any click through license agreement or terms of use, are specifically and expressly rejected by each party. ~~In the event of any conflict or overlap between the provisions of Section 6 and Section 7, the provisions of Section 7 will prevail.~~ In the event of any conflict between the provisions of this Agreement and any Sales Order, the provisions of this Agreement will prevail.

~~14.16.~~14.17. Counterparts. Sales Orders, this Agreement, and any amendments to this Agreement may be executed in one or more counterparts, which taken together will constitute a single agreement between the parties.