



**Note to copy:**

*For Customers that would like to receive a pdf copy of the HubSpot Customer Terms of Service, we have made this copy available to you. This copy includes*

- *the version of the Master Terms last modified August 3, 2021;*
- *the version of the Product Specific Terms last modified August 3, 2021; and*
- *the version of the Jurisdiction Specific Terms last modified October 1, 2020*

*The Master Terms are made available at <https://legal.hubspot.com/terms-of-service>;*

*The Product Specific Terms are made available at <https://legal.hubspot.com/product-specific-terms>; and*

*The Jurisdiction Specific Terms are made available at <https://legal.hubspot.com/jurisdiction-specific-terms>.*

*No changes made to this copy are agreed to by HubSpot, Inc. or its affiliates.*

*Please note that we update the Master Terms, the Product Specific Terms and the Jurisdiction Specific Terms as we describe in the 'Amendment; No Waiver' section below. The current version of the HubSpot Customer Terms of Service terms is available at <https://legal.hubspot.com/terms-of-service> and archived versions of the Master Terms, Product Specific Terms, Jurisdiction Specific Terms and DPA are available at <https://legal.hubspot.com/legal-stuff/archive>.*

*If you would like to receive an email notification when we update the HubSpot Customer Terms of Service, complete the form found at <https://legal.hubspot.com/subscribe-tos-updates>.*

*If you have any questions, please contact your HubSpot representative.*

## HubSpot Customer Terms of Service

### PLEASE READ THESE CUSTOMER TERMS OF SERVICE CAREFULLY.

Our Customer Terms of Service is a contract that governs our customers' use of the HubSpot services. It consists of the following documents:

- **Master Terms:** These contain the core legal and commercial terms that apply to your subscription
- **Product Specific Terms:** These include any additional terms that apply to your use of each of our product offerings, our consulting and other services and third party services.

- **Jurisdiction Specific Terms:** Depending on your location, some of these jurisdiction specific terms will apply to you. They'll also explain which HubSpot entity you're contracting with and which laws will govern our relationship.
- **Data Processing Agreement (DPA):** This explains how we process your data and includes the EU Standard Contractual Clauses.
- **Acceptable Use Policy (AUP):** This is the definitive rulebook setting out what you can and can't do while using our products and services.
- **Product Privacy Policy:** This policy describes how we collect, receive, use, store, share, transfer, and process your Personal Data in connection with your use of the Subscription Service. It also describes your choices regarding use, as well as your rights of access to and correction of your Personal Data.

**Your Order Form** is the HubSpot-approved form created following your purchase of one of our products or services through our online payment process or via in-app purchase. It contains all of the details about your purchase, including your subscription term, products purchased and your fees. You'll find your Order Form(s) in the Accounts and Billing section of your HubSpot portal. You can learn more about how to locate your Order Form, invoices and receipts [here](#).

We've aimed to keep these documents as readable as possible, but in some cases for legal reasons, some of the language is necessarily "legalese". By using the Subscription Service or receiving the Consulting Services, you are agreeing to these terms.

We update these terms from time to time. If you have an active HubSpot subscription, we will let you know when we update the terms via in-app notification or by email (if you subscribe to receive email updates). You can find archived versions of the Master Terms, Product Specific Terms, Jurisdiction Specific Terms and DPA [here](#).

## Master Terms

Last modified August 3, 2021

1. Definitions
2. Use of Services
3. Fees
4. Term & Termination
5. Customer Data
6. Intellectual Property
7. Confidentiality
8. Publicity
9. Indemnification
10. Disclaimers; Limitation of Liability
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Appendix 1: Additional Coverage Terms

Appendix 2: U.S. Government Customer Additional Terms

### 1. DEFINITIONS

"Add-Ons" means additional product enhancements (including limit increases, capacity packs, and other add-ons) that are made available for purchase and are listed in the 'Add-Ons and Technical Limits' section of our Products and Services Catalog.

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with a party to this Agreement. For purposes of this definition, control means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Agreement" or "Customer Terms of Service" means these Master Terms and all materials referred or linked to in here.

"Billing Period" means the period for which you agree to prepay fees under an Order Form. This may be the same length as the Subscription Term specified in the Order Form, or it may be shorter. For example, if you subscribe to the Subscription Service for a one (1) year Subscription Term, with a twelve (12) month upfront payment, the Billing Period will be twelve (12) months.

"Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential. Confidential Information includes all information concerning: the Disclosing Party's customers and potential customers, past, present or proposed products, marketing plans, engineering and other designs, technical data, business plans, business opportunities, finances, research, development, and the terms and conditions of this Agreement. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. Subject to the foregoing exclusions, Customer Data will be considered Confidential Information under this Agreement regardless of whether or not it is designated as confidential.

"Contact" means a single individual (other than a User) whose Contact Information is stored by you in the Subscription Service.

"Contact Information" means the name, email address, phone number, online user name(s), telephone number, and similar information submitted by visitors to your landing pages on the Subscription Service or uploaded by you to the Subscription Service.

"Consulting Services" means the professional services provided to you by us, which may include training services, installation, integration or other consulting services.

"Customer Data" means all information that you submit or collect via the Subscription Service. Customer Data does not include HubSpot Content.

"Customer Materials" means all materials that you provide or post, upload, input or submit for public display through the Subscription Service.

"DPA" means the HubSpot Data Processing Agreement at <https://legal.hubspot.com/dpa>.

"Email Send Limit" means the number of emails that you may send in any given calendar month, as detailed in the Product Specific Terms.

"Free Services" means the Subscription Service or other products or features made available by us to you on an unpaid trial or free basis.

"HubSpot Content" means all information, data, text, messages, software, sound, music, video, photographs, graphics, images, and tags that we incorporate into the Subscription Service or Consulting Services, including Enrichment Data (as defined in the Product Specific Terms).

"Jurisdiction-Specific Terms" means the additional terms that apply to your subscription, depending on your location. These terms form part of the Agreement and are available at <http://legal.hubspot.com/jurisdiction-specific-terms>.

"Order" or "Order Form" means the HubSpot-approved form or online subscription process by which you agree to subscribe to the Subscription Service and purchase Consulting Services.

"Personal Data" means any information relating to an identified or identifiable individual where such information is contained within Customer Data and is protected similarly as personal data or personally identifiable information under applicable Data Protection Laws (as defined in the DPA).

"Product and Services Catalog" means HubSpot's Product and Services Catalog available at <http://legal.hubspot.com/hubspot-product-and-services-catalog>, as updated by us from time-to-time.

"Product Specific Terms" means the additional product-related terms that apply to your use of HubSpot products, our consulting services and Third party Services. These terms form part of the Agreement and can be found at <http://legal.hubspot.com/product-specific-terms>.

"Sensitive Information" means credit or debit card numbers; financial account numbers or wire instructions, government issued identification numbers (such as Social Security numbers, passport numbers), biometric information, personal health information (or other information protected under any applicable health data protection laws), personal information of children protected under any child data protection laws, and any other information or combinations of information that falls within the definition of "special categories of data" under GDPR or any other applicable law relating to privacy and data protection.

"Subscription Fee" means the amount you pay for the Subscription Service.

"Subscription Service" means all of our web-based applications, tools and platforms that you have subscribed to under an Order Form or that we otherwise make available to you, and are developed, operated, and maintained by us, accessible via <http://hubspot.com> or another designated URL, and any ancillary products and services, including website hosting, that we provide to you.

"Subscription Term" means the initial term of your subscription to the applicable Subscription Service, as specified on your Order Form(s), and each subsequent renewal term (if any). For Free Services, the Subscription Term will be the period during which you have an account to access the Free Services.

"Third-Party Products" means non-embedded products and professional services that are provided by third parties which interoperate with or are used in connection with the Subscription Service. These products and services include non-HubSpot apps available from, for example,

our marketplaces, directories, and links made available through the Subscription Service and non-HubSpot services listed on [services.hubspot.com](https://services.hubspot.com).

"Third-Party Sites" means third-party websites linked to from within the Subscription Service, including Communications Services.

"Total Committed Subscription Value" means the aggregate amount of Subscription Fees paid or payable to us during your then-current Subscription Term(s) for all of your HubSpot accounts, but this amount excludes fees for renewals, Consulting Services and applicable taxes.

"Users" means your employees, representatives, consultants, contractors or agents who are authorized to use the Subscription Service for your benefit and have unique user identifications and passwords for the Subscription Service.

"HubSpot", "we", "us" or "our" means the applicable contracting entity as specified in the 'Contracting Entity and Applicable Law' section.

"You", "your" or "Customer" means the person or entity using the Subscription Service or receiving the Consulting Services and identified in the applicable account record, billing statement, online subscription process, or Order Form as the customer.

## **2. USE OF SERVICES**

**2.1 Access.** During the Subscription Term, we will provide your Users access to use the Subscription Service as described in this Agreement and the applicable Order. We may also provide your Users access to use our Free Services at any time by activating them in your HubSpot account. We might provide some or all elements of the Subscription Service through third party service providers. You may provide access and use of the Subscription Service to your Affiliate's Users or allow them to receive the Consulting Services purchased under this Order; provided that, all such access, use and receipt by your Affiliate's Users is subject to and in compliance with the Agreement and you will at all times remain liable for your Affiliates' compliance with the Agreement.

**2.2 Additional Features.** You may subscribe to additional features of the Subscription Service by placing an additional Order or activating the additional features from within your HubSpot account (if this option is made available by us.). This Agreement will apply to all additional Order(s) and all additional features that you activate from within your HubSpot account.

**2.3 Service Uptime Commitment.** For details of HubSpot's Service Uptime Commitment, please see the Product Specific Terms.

**2.4 Limits.** The limits that apply to you will be specified in your Order Form, this Agreement or in our Product and Services Catalog, and for our Free Subscriptions, these limits may also be designated only from within the product itself. For further information on the limits that apply to your subscription, please refer to the Product Specific Terms.

You must be 18 years of age (or 20 years of age, if you are subject to the laws of Japan) or older to use the Subscription Service.

2.5 Downgrades. Depending on your HubSpot product, you may be entitled to downgrade your subscription. For further information on the downgrade terms that apply to your subscription, please refer to the Product Specific Terms.

2.6 Modifications. We modify the Subscription Service from time to time, including by adding or deleting features and functions, in an effort to improve your experience. For further information on our modification rights that apply to your subscription, please refer to the Product Specific Terms.

2.7 Customer Support. For information on the customer support terms that apply to your subscription, please refer to the Product Specific Terms.

2.8 Acceptable Use. You will comply with our Acceptable Use Policy at <http://legal.hubspot.com/acceptable-use> ("AUP").

2.9 Prohibited and Unauthorized Use. You will not use the Subscription Service in any way that violates the terms of the AUP or for any purpose or in any manner that is unlawful or prohibited by this Agreement.

You may not use the Subscription Service if you are legally prohibited from receiving or using the Subscription Service under the laws of the country in which you are resident or from which you access or use the Subscription Service.

The Subscription Service is not designed to comply with industry-specific regulations such as the Health Insurance Portability and Accountability Act (HIPAA) or the Federal Information Security Management Act (FISMA), so you may not use the Subscription Service where your communications would be subject to such laws. You may not use the Subscription Service in a way that would violate the Gramm-Leach-Bliley Act (GLBA). Nothing contained in this section limits the usage restrictions specific to Sensitive Information under the Agreement.

You will notify us promptly of any unauthorized use of your Users' identifications and passwords or your account by following the instructions at <http://help.hubspot.com>.

**2.10 No Sensitive Information. YOU ACKNOWLEDGE THAT THE SUBSCRIPTION SERVICES HAVE NOT BEEN DESIGNED TO PROCESS OR MANAGE SENSITIVE INFORMATION AND ACCORDINGLY YOU AGREE NOT TO USE THE SUBSCRIPTION SERVICE TO COLLECT, MANAGE OR PROCESS SENSITIVE INFORMATION. WE WILL NOT HAVE AND WE SPECIFICALLY DISCLAIM ANY LIABILITY THAT MAY RESULT FROM YOUR USE OF THE SUBSCRIPTION SERVICE TO COLLECT, PROCESS OR MANAGE SENSITIVE INFORMATION.**

2.11 Customer Responsibilities. To realize the full value of the Subscription Service and Consulting Services, your participation and effort are needed. Resources that may be required from you include a project manager, one or more content creators, a sales sponsor, an executive sponsor and a technical resource (or equivalent). Responsibilities that may be required include planning of marketing programs; setting of a content creation calendar; creating blog posts, social media content, Calls-To-Action (CTAs), downloads, emails, nurturing content, and other materials; acting as internal liaison between sales and marketing; providing top level internal goals for the use of the Subscription Service; attending regular success review

meetings; and supporting the integration of the Subscription Service with other sales and marketing systems.

**2.12 Free Trial.** If you register for a free trial, we will make the applicable Subscription Service available to you on a trial basis free of charge until the earlier of (a) the end of the free trial period (if not terminated earlier) or (b) the start date of your paid subscription. Unless you purchase a subscription to the applicable Subscription Service before the end of the free trial, all of your data in the Subscription Service may be permanently deleted at the end of the trial, and we will not recover it. If we include additional terms and conditions on the trial registration web page, those will apply as well.

**2.13 Legacy Products.** If you have a legacy HubSpot product, some of the features and limits that apply to that product may be different than those that appear in these Master Terms, Product Specific Terms and/or the Product and Services Catalog. If you have legacy HubSpot products, we may choose to move you to our then-current products at any time. If you determine that you are using a legacy product and would like to upgrade to a current-version, you must execute a new Order.

### **3. FEES**

**3.1 Subscription Fees.** The Subscription Fee will remain fixed during the initial term of your subscription unless: (i) you exceed your Maximum Contacts, Email Send Limit, User or other applicable limits (see the 'Limits' section above), (ii) you upgrade products or base packages, (iii) you subscribe to additional features or products, including additional Contacts, or (iv) otherwise agreed to in your Order. We may also choose to decrease your fees upon written notice to you. You can find all the information about how your fees may be otherwise adjusted in Product Specific Terms.

**3.2 Fee Adjustments at Renewal.** Upon renewal, we may increase your fees up to our then-current list price set out in our Product and Services Catalog. If this increase applies to you, we will notify you at least thirty (30) days in advance of your renewal and the increased fees will apply at the start of the next renewal term. If you do not agree to this increase, either party can choose to terminate your subscription at the end of your then-current term by giving the notice required in the 'Notice of Non-Renewal' section below.

**3.3 Payment by credit card.** If you are paying by credit card, you authorize us to charge your credit card or bank account for all fees payable during the Subscription Term. You further authorize us to use a third party to process payments, and consent to the disclosure of your payment information to such third party.

**3.4 Payment against invoice.** If you are paying by invoice, we will invoice you no more than forty-five (45) days before the beginning of the Subscription Term and each subsequent Billing Period, and other times during the Subscription Term when fees are payable. All amounts invoiced are due and payable within thirty (30) days from the date of the invoice, unless otherwise specified in the Order Form.

**3.5 Payment Information.** You will keep your contact information, billing information and credit card information (where applicable) up to date. Changes may be made on your Billing Page within your HubSpot account. All payment obligations are non-cancelable and all amounts paid are non-refundable, except as specifically provided for in this Agreement. All fees are due and

payable in advance throughout the Subscription Term. If you are a HubSpot Solutions Partner that purchases on behalf of a client, you agree to be responsible for the Order Form and to guarantee payment of all fees.

**3.6 Sales Tax.** All fees are exclusive of taxes, which we will charge as applicable. You agree to pay any taxes applicable to your use of the Subscription Service and performance of Consulting Services. You shall have no liability for any taxes based upon our gross revenues or net income. If you are located in the European Union, all fees are exclusive of any VAT and you represent that you are registered for VAT purposes in your member state. At our request, you will provide us with the VAT registration number under which you are registered in your member state. If you do not provide us with a VAT registration number prior to your transaction being processed, we will not issue refunds or credits for any VAT that was charged. If you are subject to GST, all fees are exclusive of GST.

**3.7 Withholding Tax.** If you are required to deduct or withhold tax from payment of your HubSpot invoice, you may deduct this amount from the applicable Subscription Fee due to the extent it is due and payable as assessed withholding tax required under laws that apply to you (the "Deduction Amount").

You will not be required to repay the Deduction Amount to us, provided that you present us with a valid tax receipt verifying payment of the Deduction Amount to the relevant tax authority within ninety (90) days from the date of the invoice. If you do not provide this tax receipt within the specified time period, then all fees, inclusive of the Deduction Amount, will be immediately due and payable, and failure to pay these fees may result in your account being suspended or terminated for non-payment.

## **4. TERM AND TERMINATION**

**4.1 Term and Renewal.** Your initial subscription term will be specified in your Order, and, unless otherwise specified in your Order, your subscription will automatically renew for the shorter of the subscription term, or one year.

**4.2 Notice of Non-Renewal.** Unless otherwise specified in your Order, to prevent renewal of your subscription, you or we must give written notice of non-renewal. The deadline for sending this notice varies depending on the HubSpot product and edition you have subscribed to. For more information on non-renewal notice periods, please see the Product Specific Terms.

If you decide not to renew, you may send this non-renewal notice to us by indicating that you do not want to renew by turning auto-renew off by accessing the billing details information in your HubSpot account, or by following the steps [here](#), as applicable.

**4.3 Early Cancellation.** You may choose to cancel your subscription early at your convenience provided that, we will not provide any refunds of prepaid fees or unused Subscription Fees, and you will promptly pay all unpaid fees due through the end of the Subscription Term. See the 'Notice of Non-Renewal' section for information on how to cancel your subscription.

**4.4 Termination for Cause.** Either party may terminate this Agreement for cause, as to any or all Subscription Services: (i) upon thirty (30) days' notice to the other party of a material breach



if such breach remains uncured at the expiration of such period, or (ii) immediately, if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, cessation of business, liquidation or assignment for the benefit of creditors.

We may also terminate this Agreement for cause on thirty (30) days' notice if we determine that you are acting, or have acted, in a way that has or may negatively reflect on or affect us, our prospects, or our customers.

This Agreement may not otherwise be terminated prior to the end of the Subscription Term.

## 4.5 Suspension

### 4.5.1 Suspension for Prohibited Acts.

We may suspend any User's access to any or all Subscription Services without notice for:

- (i) use of the Subscription Service in a way that violates applicable local, state, federal, or foreign laws or regulations or the terms of this Agreement,
- (ii) use of the HubSpot email send service that results in excessive hard bounces, SPAM complaints via feedback loops, direct spam complaints (to our abuse desk), or requests for removal from a mailing list by recipients, or
- (iii) repeated instances of posting or uploading material that infringes or is alleged to infringe on the copyright or trademark rights of any person or entity.

We may, without notice, review and delete any Customer Data or Customer Materials that we determine in good faith violate these terms or the AUP, provided that, we have no duty (unless applicable laws or regulations provide otherwise) to prescreen, control, monitor or edit your Customer Data or Customer Materials.

### 4.5.2 Suspension for Non-Payment.

We will provide you with notice of non-payment of any amount due. Unless the full amount has been paid, we may suspend your access to any or all of the Subscription Services ten (10) days after such notice. We will not suspend the Subscription Service while you are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute. If a Subscription Service is suspended for non-payment, we may charge a re-activation fee to reinstate the Subscription Service.

### 4.5.3 Suspension for Present Harm.

If your website, or use of, the Subscription Service:

- (i) is being subjected to denial of service attacks or other disruptive activity,
- (ii) is being used to engage in denial of service attacks or other disruptive activity,
- (iii) is creating a security vulnerability for the Subscription Service or others,
- (iv) is consuming excessive bandwidth, or
- (v) is causing harm to us or others, then we may, with electronic or telephonic notice to you, suspend all or any access to the Subscription Service.

We will try to limit the suspension to the affected portion of the Subscription Service and promptly resolve the issues causing the suspension of the Subscription Service. Nothing in this clause limits our right to terminate for cause as outlined above, if we determine that

you are acting, or have acted, in a way that has or may negatively reflect on or affect us, our prospects, or our customers.

#### 4.5.4 Suspension and Termination of Free Services.

We may suspend, limit, or terminate the Free Services for any reason at any time without notice. We may terminate your subscription to the Free Services due to your inactivity.

4.6 Effect of Termination or Expiration. If your paid subscription is terminated or expires, we will continue to make available to you our Free Services provided however, this may not be the case if your Agreement was terminated for cause.

You will continue to be subject to this Agreement for as long as you have access to a HubSpot account.

Upon termination or expiration of this Agreement, you will stop all use of the Subscription Service and HubSpot Content. If you terminate this Agreement for cause, we will promptly refund any prepaid but unused fees covering use of the Subscription Service after termination. If we terminate this Agreement for cause, you will promptly pay all unpaid fees due through the end of the Subscription Term. Fees are otherwise non-refundable.

## 5. CUSTOMER DATA

5.1 Customer's Proprietary Rights. You own and retain all rights to the Customer Materials and Customer Data. This Agreement does not grant us any ownership rights to Customer Materials or Customer Data. You grant permission to us and our licensors to use the Customer Materials and Customer Data only as necessary to provide the Subscription Service and Consulting Services to you and as otherwise permitted by this Agreement. If you are using the Subscription Service or receiving Consulting Services on behalf of another party, then you represent and warrant that you have all sufficient and necessary rights and permissions to do so.

5.2 Limits on HubSpot. We will not use, or allow anyone else to use, Customer Data to contact any individual or company except as you direct or otherwise permit. We will use Customer Data only in order to provide the Subscription Service and Consulting Services to you and only as permitted by applicable law and this Agreement.

5.3 Data Practices and Machine Learning.

5.3.1 Usage Data. We may collect information about you and your Users when you interact with the Subscription Service as permitted by the Agreement. We may aggregate and anonymize this information and share it with third parties provided that we do not include any Customer Data or identify Users.

5.3.2 Machine Learning. We may, as permitted by the Agreement, use Customer Data in an anonymized manner for machine learning to support certain product features and functionality within the Subscription Service.

For more information on these practices please see the 'Data Practices and Machine Learning' section of our Product Specific Terms.

5.4 Protection of Customer Data. The terms of the DPA are hereby incorporated by reference and will apply to the extent any Customer Data includes Personal Data. The DPA sets out how we will process Personal Data on your behalf in connection with the Subscription Services provided to you under this Agreement. We will maintain commercially appropriate administrative, physical, and technical safeguards to protect Personal Data as described in the DPA, including our security measures in Annex 2 of our DPA.

5.5 Regional Data Hosting. We will store your Customer Data in a specific location or geographical region (e.g. North America or Europe) as part of your subscription subject to the terms of this Agreement and our Regional Data Hosting Policy.

5.6 Customer Data Transfers. We and our Affiliates may transfer Customer Data (including Personal Data) to the United States in connection with the Subscription Service. To the extent we process Personal Data from the European Economic Area, the United Kingdom and/or Switzerland or Personal Data that is subject to the protection of European Data Protection Laws (as defined in the DPA) our Swiss-U.S. Privacy Shield and/or the Standard Contractual Clauses will apply as set out in our DPA. For more information on the Swiss-U.S. Privacy Shield Framework, see our Privacy Policy. Although HubSpot Inc. no longer relies on the Privacy Shield as a legal basis for transfers of Personal Data, HubSpot Inc. will process European Data in compliance with the Privacy Shield Principles for as long as HubSpot Inc. is Privacy Shield certified.

5.7 Retention, Deletion and Retrieval of Customer Data. For information regarding the retention and deletion of Customer Data, please see the 'HubSpot Obligations' section of our DPA. You can learn more about your right to retrieve Customer Data from your HubSpot account in the 'Retrieval of Customer Data' sections as specified in our Product Specific Terms.

## **6. INTELLECTUAL PROPERTY**

6.1 This is an agreement for access to and use of the Subscription Service, and you are not granted a license to any software by this Agreement. The Subscription Service and Consulting Services are protected by intellectual property laws, they belong to and are the property of us or our licensors (if any), and we retain all ownership rights to them. You agree not to copy, rent, lease, sell, distribute, or create derivative works based on the HubSpot Content, the Subscription Service, or the Consulting Services in whole or in part, by any means, except as expressly authorized in writing by us. Our trademarks include, but aren't limited to, those listed at <http://legal.hubspot.com/trademarks> (which we may update at any time without notice to you) and you may not use any of these without our prior written permission.

6.2 We encourage all customers to comment on the Subscription Service or Consulting Services, provide suggestions for improving it, and vote on suggestions they like. You agree that all such comments and suggestions will be non-confidential and that we own all rights to use and incorporate them into the Subscription Service or Consulting Services, without payment or attribution to you.

## **7. CONFIDENTIALITY**

7.1 The Receiving Party will: (i) protect the confidentiality of the Confidential Information of the Disclosing Party using the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind, but in no event less than reasonable care, (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, (iii) not disclose Confidential Information of the Disclosing Party to any third party (except those third party service providers used by us to provide some or all elements of the Subscription Service or Consulting Services and except for your HubSpot Solutions Partner bound by confidentiality obligations), and (iv) limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

7.2 The Receiving Party may disclose Confidential Information of the Disclosing Party if required to do so under any federal, state, or local law, statute, rule or regulation, subpoena or legal process; provided, however, that (i) the Receiving Party will provide the Disclosing Party with prompt notice of any request that it disclose Confidential Information, sufficient to allow the Disclosing Party to object to the request and/or seek an appropriate protective order or, if such notice is prohibited by law, the Receiving Party will disclose the minimum amount of Confidential Information required to be disclosed under the applicable legal mandate; (ii) the Receiving Party will refer the request to the Disclosing Party and will provide reasonable assistance to the Disclosing Party, at the Disclosing Party's cost, in opposing such disclosure or seeking a protective order, unless the Receiving Party is explicitly prohibited from doing so by law or court order; and (iii) in no event will the Receiving Party disclose Confidential Information to a party other than a government agency except under a valid order from a court having jurisdiction requiring the specific disclosure.

## 8. PUBLICITY

You grant us the right to add your name and company logo to our customer list and website. You can opt-out of this use by filling out the form [here](#).

## 9. INDEMNIFICATION

You will indemnify, defend and hold us and our Affiliates harmless, at your expense, against any third-party claim, suit, action, or proceeding (each, an "Action") brought against us (and our officers, directors, employees, agents, service providers, licensors, and affiliates) by a third party not affiliated with us or our Affiliates to the extent that such Action is based upon or arises out of

- (a) unauthorized or illegal use of the Subscription Service by you or your Affiliates,
- (b) your or your Affiliates' noncompliance with or breach of this Agreement,
- (c) your or your Affiliates' use of Third-Party Products, or
- (d) the unauthorized use of the Subscription Service by any other person using your User information.

We will: notify you in writing within thirty (30) days of our becoming aware of any such claim; give you sole control of the defense or settlement of such a claim; and provide you (at your expense) with any and all information and assistance reasonably requested by you to handle the defense or settlement of the claim. You will not accept any settlement that (i) imposes an

obligation on us; (ii) requires us to make an admission; or (iii) imposes liability not covered by these indemnifications or places restrictions on us without our prior written consent.

## **10. DISCLAIMERS; LIMITATION OF LIABILITY**

**10.1 Performance Warranty.** We warrant that: (i) the Subscription Service and Consulting Services will be provided in a manner consistent with generally accepted industry standards, and (ii) we will not knowingly introduce any viruses or other forms of malicious code into the Subscription Service; provided however, this warranty will not apply to you if you only use the Free Services.

In the event of non-conformance with this warranty, we will use commercially reasonable efforts to correct such non-conformance. If we cannot correct such non-conformance within sixty (60) days from the date when you notified us of the non-conformity (the "Remedy Period"), then either party may terminate this Agreement by providing the other party written notice within thirty (30) days after the end of the Remedy Period. If you terminate the Agreement for this reason, we will promptly refund any prepaid but unused fees covering use of the Subscription Service after termination.

We will not have any obligation or liability under this section if the non-conformance is caused by or based on: (i) any combination of the Subscription Service with any hardware, software, equipment, or data not provided by us, (ii) modification of the Subscription Service by anyone other than us, or modification of the Subscription Service by us in accordance with specifications or instructions that you provided, or (iii) use of the Subscription Service in violation of or outside the scope of this Agreement.

**THIS SECTION STATES OUR ENTIRE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM PROVIDED FOR UNDER THIS SECTION.**

**10.2 Disclaimer of Warranties.** EXCEPT AS SET FORTH IN THE 'PERFORMANCE WARRANTY' SECTION AND WITHOUT LIMITING OUR OBLIGATIONS IN THE 'PROTECTION OF CUSTOMER DATA' SECTION OF THIS AGREEMENT, WE AND OUR AFFILIATES AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY, ACCURACY OR COMPLETENESS OF THE SUBSCRIPTION SERVICE, DATA SYNCHED TO OR MADE AVAILABLE FROM THE SUBSCRIPTION SERVICE, HUBSPOT CONTENT, OR THE CONSULTING SERVICES FOR ANY PURPOSE. APPLICATION PROGRAMMING INTERFACES (APIs) MAY NOT BE AVAILABLE AT ALL TIMES. TO THE EXTENT PERMITTED BY LAW, THE SUBSCRIPTION SERVICE, HUBSPOT CONTENT AND CONSULTING SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. WE DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH REGARD TO THE SUBSCRIPTION SERVICE AND THE CONSULTING SERVICES, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

**10.3 No Indirect Damages.** TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, DATA OR

BUSINESS OPPORTUNITIES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY; PROVIDED THAT, THIS LIMITATION WILL NOT APPLY TO YOU IF YOU ONLY USE THE FREE SERVICES.

10.4 Limitation of Liability. EXCEPT FOR YOUR LIABILITY FOR PAYMENT OF FEES, YOUR LIABILITY ARISING FROM YOUR OBLIGATIONS UNDER THE 'INDEMNIFICATION' SECTION, AND YOUR LIABILITY FOR VIOLATION OF OUR INTELLECTUAL PROPERTY RIGHTS, IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, EITHER PARTY OR ITS AFFILIATES IS DETERMINED TO HAVE ANY LIABILITY TO THE OTHER PARTY, ITS AFFILIATES OR ANY THIRD PARTY, THE PARTIES AGREE THAT THE AGGREGATE LIABILITY OF A PARTY AND ITS AFFILIATES WILL BE LIMITED TO A SUM EQUAL TO THE TOTAL AMOUNTS PAID OR PAYABLE FOR THE SUBSCRIPTION SERVICE IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO A CLAIM; PROVIDED HOWEVER, THIS LIMITATION WILL NOT APPLY TO YOU IF YOU ONLY USE THE FREE SERVICES, AND IN THIS CASE, IF WE ARE DETERMINED TO HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY ARISING FROM YOUR USE OF THE FREE SERVICES, THEN OUR AGGREGATE LIABILITY WILL BE LIMITED TO ONE HUNDRED U.S. DOLLARS.

10.5 Third Party Products. WE AND OUR AFFILIATES DISCLAIM ALL LIABILITY WITH RESPECT TO THIRD-PARTY PRODUCTS THAT YOU USE. OUR LICENSORS WILL HAVE NO LIABILITY OF ANY KIND UNDER THIS AGREEMENT.

10.6 Agreement to Liability Limit. YOU UNDERSTAND AND AGREE THAT ABSENT YOUR AGREEMENT TO THIS LIMITATION OF LIABILITY, WE WOULD NOT PROVIDE THE SUBSCRIPTION SERVICE TO YOU.

10.7 Additional Coverage Terms. If your Total Committed Subscription Value exceeds thirty-five thousand U.S. dollars (USD\$35,000), then the HubSpot Additional Coverage Terms available at Appendix 1 to these Master Terms will apply. If these terms apply to you, then they are incorporated into the Agreement.

## **11. MISCELLANEOUS**

11.1 Amendment; No Waiver. We may modify any part or all of the Agreement by posting a revised version at <http://legal.hubspot.com>. The revised version will become effective and binding the next business day after it is posted. We will provide you notice of this revision by email or in-app notification. If you would like to receive an email notification when we update the Agreement, complete the form found at <https://legal.hubspot.com/subscribe-tos-updates>.

If you do not agree with a modification to the Agreement, you must notify us in writing within thirty (30) days after we send notice of the revision. If you give us this notice, then your subscription will continue to be governed by the terms and conditions of the Agreement prior to modification until your next renewal date, after which the current terms posted at <https://legal.hubspot.com> will apply. However, if we can no longer reasonably provide the subscription to you under the terms prior to modification (for example, if the modifications are required by law or result from general product changes), then the Agreement and/or affected

Subscription Services will terminate upon our notice to you and we will promptly refund any prepaid but unused fees covering use of the Subscription Service after termination.

No delay in exercising any right or remedy or failure to object will be a waiver of such right or remedy or any other right or remedy. A waiver on one occasion will not be a waiver of any right or remedy on any future occasion.

11.2 Force Majeure. Neither party will be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event.

11.3 Actions Permitted. Except for actions for nonpayment or breach of a party's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

11.4 Relationship of the Parties. You and we agree that no joint venture, partnership, employment, or agency relationship exists between us.

11.5 Compliance with Laws. We will comply with all U.S. state and federal laws (where applicable) in our provision of the Subscription Service, the Consulting Services and our processing of Customer Data. We reserve the right at all times to disclose any information as necessary to satisfy any law, regulation, legal process or governmental request.

We will comply with our Code of Business Conduct and Ethics (a/k/a our Code of Use Good Judgment) which can be found on our [Investor Relations](#) page on [hubspot.com](https://www.hubspot.com). You will comply with all laws in your use of the Subscription Service and Consulting Services, including any applicable export laws.

You must comply with all applicable laws related to the recording of phone calls and ensure all proper consent to record is obtained prior to making any such recording. You will comply with the sanctions programs administered by the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury in your use and receipt of the Subscription Service and Consulting Services.

You will not directly or indirectly export, re-export, or transfer the Subscription Service or Consulting Services to prohibited countries or individuals or permit use of the Subscription Service or Consulting Services by prohibited countries or individuals.

11.6. Severability. If any part of this Agreement or an Order Form is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.

11.7 Notices. To HubSpot: Notice will be sent to the contact address set forth in the Jurisdiction Specific Terms, and will be deemed delivered as of the date of actual receipt.

To you: your address as provided in our HubSpot Subscription account information for you. We may give electronic notices by general notice via the Subscription Service and may give

electronic notices specific to you by email to your e-mail address(es) on record in our account information for you or through the notifications center of the Subscription Service. We may give notice to you by telephone calls to the telephone numbers on record in our account information for you. You must keep all of your account information current.

11.8 Entire Agreement. This Agreement (including each Order), along with our Privacy Policy at <https://legal.hubspot.com/privacy-policy>, is the entire agreement between us for the Subscription Service and Consulting Services and supersedes all other proposals and agreements, whether electronic, oral or written, between us. We object to and reject any additional or different terms proposed by you, including those contained in your purchase order, acceptance or website. Our obligations are not contingent on the delivery of any future functionality or features of the Subscription Service or dependent on any oral or written public comments made by us regarding future functionality or features of the Subscription Service. We might make versions of this Agreement available in languages other than English. If we do, the English version of this Agreement will govern our relationship and the translated version is provided for convenience only and will not be interpreted to modify the English version of this Agreement.

11.9 Assignment. You will not assign or transfer this Agreement without our prior written consent, except that you may assign this Agreement to a successor by reason of merger, reorganization, sale of all or substantially all of your assets, change of control or operation of law, provided such successor is not a competitor of ours. We may assign this Agreement to any HubSpot affiliate or in the event of merger, reorganization, sale of all or substantially all of our assets, change of control or operation of law.

11.10 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or will confer upon any third party person or entity any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

11.11 Contract for Services. This Agreement is a contract for the provision of services and not a contract for the sale of goods. The provisions of the Uniform Commercial Code (UCC), the Uniform Computer Information Transaction Act (UCITA), or any substantially similar legislation as may be enacted, will not apply to this Agreement. If you are located outside of the territory of the United States, the parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not govern this Agreement or the rights and obligations of the parties under this Agreement.

11.12 Authority. Each party represents and warrants to the other that it has full power and authority to enter into this Agreement and that it is binding upon such party and enforceable in accordance with its terms. You further warrant and represent that you have the authority to procure your Affiliates compliance with the terms of this Agreement.

11.13 Insurance. During the term of this Agreement, we will, at our own cost and expense, obtain and maintain in full force and effect, with reputable insurers having A.M. best ratings of at least A (VII) or better, liability insurance with coverage and minimum limits of liability as follows: (i) Commercial General Liability Insurance (Primary & Umbrella) or equivalent, with minimum limits of \$1,000,000 Each Occurrence and \$2,000,000 Aggregate; (ii) Workers' Compensation & Employers Liability Insurance (as required by the state), with minimum limits of \$500,000 Each Accident, \$500,000 Disease-Policy Limit and \$500,000 Disease-Each Employee; (iii) Professional Liability (cyber/errors and omissions liability insurance), with a limit of \$5,000,000; and (iv) Umbrella/Excess Liability Insurance, with a minimum limit of \$2,000,000.



11.14 U.S. Government Entities. If you are a U.S. local, state or federal government entity, then the HubSpot Government Customer Additional Terms available at Appendix 2 to these Master Terms will apply to your Agreement. If these terms apply to you, then they are incorporated into the Agreement and shall control in the event of any conflict with the Agreement.

11.15 Survival. The following sections will survive the expiration or termination of this Agreement: 'Definitions', 'Fees', 'Prohibited and Unauthorized Use', 'Early Cancellation', 'Termination for Cause', 'Suspension for Prohibited Acts', 'Suspension for Non-Payment', 'Suspension for Present Harm', 'Suspension and Termination of Free Services', 'Effect of Termination or Expiration', 'Intellectual Property', 'Customer's Proprietary Rights', 'Confidentiality', 'Publicity', 'Indemnification', 'Disclaimers; Limitations of Liability', 'Miscellaneous' and 'Contracting Entity and Applicable Law'. Additionally, the 'Retrieval of Customer Data' sections and the 'Alpha/Beta Services' section of the Product Specific Terms page will survive expiration or termination of this Agreement.

11.16 Precedence. In the event of a conflict between the terms of the Agreement and an Order, the terms of the Order will control, but only as to that Order.

## APPENDIX 1 ADDITIONAL COVERAGE TERMS

If your Total Committed Subscription Value exceeds thirty-five thousand U.S. dollars (USD\$35,000), then these Additional Coverage Terms apply. If, at any point during your Subscription Term, your Total Committed Subscription Value is below this amount, then these terms will not apply. We may update or change these terms in the same way as we can update or change our Agreement, as we describe in the 'Amendment; No Waiver' section of the Master Terms.

### 1. HubSpot Indemnification

We will indemnify, defend and hold you harmless, at our expense, against any Action brought against you (and your officers, directors, employees, agents, service providers, licensors, and Affiliates) by a third party not affiliated with you to the extent that such Action is based upon or arises out of (1) an allegation that the Subscription Service infringes a valid patent in a member state of the Patent Cooperation Treaty, registered trademark, or registered copyright ("IP Indemnification"), or (2) our breach of our confidentiality obligations or our use of Customer Data in violation of this Agreement ("Confidentiality and Data Misuse Indemnification").

You will: notify us in writing within thirty (30) days of you becoming aware of any such claim; give us sole control of the defense or settlement of such a claim; and provide us (at our expense) with any and all information and assistance reasonably requested by us to handle the defense or settlement of the claim. We will not accept any settlement that (i) imposes an obligation on you; (ii) requires you to make an admission; or (iii) imposes liability not covered by these indemnifications or places restrictions on you without your prior written consent.

We will not have any obligation or liability under this section if the alleged claim is caused by or based on: (i) any combination of the Subscription Service with any hardware, software, equipment, or data not provided by us, (ii) modification of the Subscription Service by anyone other than us, or modification of the Subscription Service by us in accordance with specifications or instructions that you provided, (iii) use of the Subscription Service in violation of or outside the scope of this Agreement, (iv) an allegation that the Subscription Service consists of a function, system or method traditionally utilized in marketing, sales or services software that is not commercially unique to the Subscription Service, and the commercially unique aspects of the Subscription Service are not identified in the allegation giving rise to the claim, or (v) user interface or related user design elements not provided by us.

Notwithstanding the foregoing, in the event of such a claim, or if we believe that such a claim is likely, we may, at our sole option and expense: (a) modify the Subscription Service or provide you with substitute Subscription Service that is non-infringing; or (b) obtain a license or permission for you to continue to use the Subscription Service, at no additional cost to you; or (c) if neither (a) nor (b) is, in our judgment, commercially practicable, terminate your access to the Subscription Service (or to a portion of the Subscription Service as necessary to resolve the claimed infringement) and refund any prepaid but unused fees covering use of the Subscription Service after termination. **THIS SECTION STATES OUR ENTIRE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM PROVIDED FOR UNDER THIS SECTION.**

## 2. Limitation of Liability

The 'Limitation of Liability' sub-section in the 'Disclaimers; Limitations of Liability' section of the Master Terms is revised to read as follows:

"EXCEPT FOR YOUR LIABILITY FOR PAYMENT OF FEES, YOUR LIABILITY ARISING FROM YOUR OBLIGATIONS UNDER THE 'INDEMNIFICATION' SECTION, OUR LIABILITY ARISING FROM OUR IP INDEMNIFICATION OBLIGATIONS UNDER THE 'HUBSPOT INDEMNIFICATION' SECTION AND YOUR LIABILITY FOR VIOLATION OF OUR INTELLECTUAL PROPERTY RIGHTS, IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, EITHER PARTY OR ITS AFFILIATES IS DETERMINED TO HAVE ANY LIABILITY TO THE OTHER PARTY, ITS AFFILIATES OR ANY THIRD PARTY, THE PARTIES AGREE THAT THE AGGREGATE LIABILITY OF A PARTY AND ITS AFFILIATES WILL BE LIMITED TO A SUM EQUAL TO THE TOTAL AMOUNTS PAID OR PAYABLE FOR THE SUBSCRIPTION SERVICE IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO A CLAIM".

## 3. Jurisdiction Specific Terms

If your Total Committed Subscription Value exceeds thirty-five thousand U.S. dollars (USD\$35,000) and you are contracting with the HubSpot entity in one of the countries listed below, then these relevant jurisdiction specific Additional Coverage Terms apply. These terms amend the Jurisdiction Specific Terms as described below and will control in the event of a conflict with the Jurisdiction Specific Terms.

### Germany

The 'Limitation of Liability' sub-section in the Germany section of Jurisdiction Specific Terms is revised to read as follows:

Limitation of Liability. EXCEPT FOR YOUR LIABILITY FOR PAYMENT OF FEES, YOUR LIABILITY ARISING FROM YOUR OBLIGATIONS UNDER THE 'INDEMNIFICATION' SECTION, OUR IP INDEMNIFICATION OBLIGATIONS UNDER THE 'HUBSPOT INDEMNIFICATION' SECTION, YOUR LIABILITY FOR VIOLATION OF OUR INTELLECTUAL PROPERTY RIGHTS, AND OUR LIABILITY FOR FULL LIABILITY CLAIMS, IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, EITHER PARTY OR ITS AFFILIATES IS DETERMINED TO HAVE ANY LIABILITY TO THE OTHER PARTY, ITS AFFILIATES OR ANY THIRD PARTY, THE PARTIES AGREE THAT THE AGGREGATE LIABILITY OF A PARTY AND ITS AFFILIATES WILL BE LIMITED TO A SUM EQUAL TO THE TOTAL AMOUNTS PAID OR PAYABLE FOR THE SUBSCRIPTION SERVICE IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO A CLAIM".

### Colombia

The 'Limitation of Liability' sub-section in the Columbia section of Jurisdiction Specific Terms is revised to read as follows:

Limitation of Liability. The 'Limitation of Liability' section set forth above is replaced in its entirety with the following: "EXCEPT FOR YOUR LIABILITY FOR PAYMENT OF FEES, YOUR

LIABILITY ARISING FROM YOUR OBLIGATIONS UNDER THE 'INDEMNIFICATION' SECTION, OUR IP INDEMNIFICATION OBLIGATIONS UNDER THE 'HUBSPOT INDEMNIFICATION' SECTION AND YOUR LIABILITY FOR VIOLATION OF OUR INTELLECTUAL PROPERTY RIGHTS, IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, EITHER PARTY OR ITS AFFILIATES IS DETERMINED TO HAVE ANY LIABILITY TO THE OTHER PARTY, ITS AFFILIATES OR ANY THIRD PARTY, THE PARTIES AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF A PARTY OR ITS AFFILIATES WILL BE LIMITED TO A SUM EQUAL TO THE TOTAL AMOUNTS PAID OR PAYABLE FOR THE SUBSCRIPTION SERVICE IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO A CLAIM".

France

The 'Limitation of Liability' sub-section in the France section of Jurisdiction Specific Terms is revised to read as follows:

Limitation of Liability. The Limitation of Liability section set forth above is replaced in its entirety with the following: "EXCEPT FOR YOUR LIABILITY FOR (i) PAYMENT OF FEES, (ii) YOUR LIABILITY ARISING FROM YOUR OBLIGATIONS UNDER THE 'INDEMNIFICATION' SECTION, (iii) YOUR LIABILITY FOR VIOLATION OF OUR INTELLECTUAL PROPERTY RIGHTS, (iv) OUR IP INDEMNIFICATION OBLIGATIONS UNDER THE 'HUBSPOT INDEMNIFICATION' SECTION AND (v) OUR LIABILITY FOR LOSS OR DAMAGE THAT IS CAUSED BY OUR FRAUDULENT ACTION ("DOL") OR OUR GROSS MISCONDUCT ("FAUTE LOURDE"), IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, EITHER PARTY OR ITS AFFILIATES IS DETERMINED TO HAVE ANY LIABILITY TO THE OTHER PARTY, ITS AFFILIATES OR ANY THIRD PARTY, THE PARTIES AGREE THAT THE AGGREGATE LIABILITY OF A PARTY AND ITS AFFILIATES WILL BE LIMITED TO A SUM EQUAL TO THE TOTAL AMOUNTS PAID OR PAYABLE FOR THE SUBSCRIPTION SERVICE IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO A CLAIM".

## **APPENDIX 2 U.S. GOVERNMENT CUSTOMER ADDITIONAL TERMS**

If you are a U.S. local, state or federal government entity, including public institutions of higher education, that uses the HubSpot products or services (a “Government Customer”), then these HubSpot Government Customer Additional Terms apply. We may update or change these terms in the same way as we can our Agreement as we describe in the ‘Amendment; No Waiver’ section of our Master Terms.

These terms apply to the extent required by applicable law.

### **1. Government Customer Purpose**

Government Customer may only use the Subscription Service and Consulting Services for a governmental-related purpose. These terms will not apply in the event the Subscription Service and/or Consulting Services are used for any private, personal, or non-governmental-related purpose.

### **2. Indemnification**

Government Customer's obligations in the ‘Indemnification’ section of the Master Terms will only apply to the extent permitted by applicable law.

### **3. Limitation of Liability**

The ‘Limitation of Liability’ sub-section in the ‘Disclaimers; Limitations of Liability’ section of the Master Terms applies to the extent permitted by applicable law. The following sentence is also added to the end of the ‘Limitation of Liability’ sub-section in the ‘Disclaimers; Limitations of Liability’ section of the Master Terms, or to the amended ‘Limitation of Liability’ section in the HubSpot Additional Coverage Terms in Appendix 1 to the Master Terms, if applicable: “ALSO PROVIDED HOWEVER, THIS LIMITATION WILL NOT APPLY TO EITHER PARTIES’ LIABILITY ARISING FROM ITS NEGLIGENCE THAT RESULTS IN BODILY INJURY, DEATH, OR DAMAGE TO TANGIBLE PROPERTY.”

### **4. Contracting Entity and Applicable Law**

The ‘Contracting Entity and Applicable Law’ section of the Master Terms is revised to read as follows:

You are contracting with HubSpot, Inc. and this Agreement is governed by the laws applicable to you as a Government Customer, or if no such laws are specified, then the laws of the Commonwealth of Massachusetts, U.S.A., without reference to conflicts of law principles. Government Customer agrees that we have standing and privity of contract to bring a claim directly against Government Customer in a court or body of competent jurisdiction.

# Product Specific Terms

Last modified August 3, 2021

The HubSpot Product Specific Terms are intended to highlight some of the important things about using our different products. The Product Specific Terms form part of the HubSpot Customer Terms of Service (the "TOS") and are hereby incorporated therein.

If you are using any of the product(s) or service(s) described below, the terms corresponding to those product(s) applies to your use. We periodically update this page by posting a revised copy at <https://legal.hubspot.com/product-specific-terms>, so please check back here for current information.

1. HubSpot CRM and Free Services
2. Marketing Hub
3. Sales Hub
4. Service Hub
5. CMS Hub
6. Operations Hub
7. Consulting & Other Services
8. Service Level Commitment
9. Customer Support

## 1. HUBSPOT CRM AND FREE SERVICES

### 1.1 HubSpot CRM Subscription Fees

HubSpot CRM, which includes 'lite' versions of select features in our paid products, is one of our free services. As such, there are no Subscription Fees associated with your use of the HubSpot CRM.

While there's no charge for contacts in the CRM, if you subscribe to Marketing Hub, you will be charged for contacts as part of your fee for that product, even if they are added through the HubSpot CRM. If you use the HubSpot CRM or any of our Free Services, we will make those services available to you free of charge until earlier of (a) the date on which your free subscription is terminated or (b) the start date of your paid subscription.

### 1.2 Email Send Limit

For the HubSpot CRM, if you only use our Free Services, the CRM Email Send Limit is equal to a maximum of two-thousand (2,000) (the "HubSpot CRM Email Sent Limit").

If you reach your HubSpot CRM Email Send Limit, you will not be able to send any more emails until the start of the next calendar month, including emails pre-scheduled to go out after reaching the HubSpot CRM Email Send Limit. Kick-back emails from form conversion will not be interrupted. You may not increase your HubSpot CRM Email Send Limit.

### 1.3 Limits

We may change the limits that apply to your use of the HubSpot CRM or Free Services at any time in our sole discretion without notice to you, regardless of whether or not these are used in conjunction with other products or services for which you pay us a fee.

### 1.4 Modifications

We may make changes to the HubSpot CRM or Free Services that materially reduce the functionality provided to you during the Subscription Term.

### 1.5 Non-Renewal Notice Period

To prevent continuation of the Subscription Term of a free subscription, you or we may close your account.

### 1.6 Retrieval of Customer Data.

For the HubSpot CRM and Free Services, we will not provide you with any access to Customer Data after termination or expiration of your subscription. If you want to retain any Customer Data after your Subscription Term ends, we recommend you export that data from your HubSpot account in advance.

### 1.7 Unified Database.

By using HubSpot CRM with other parts of the Subscription Service, you understand that all Contact Information will be stored in a unified database of Contacts associated with your subscription, and that all workflows you use will pull from this unified list of Contacts. While there's no charge for Contacts in HubSpot CRM, if you subscribe to our Marketing Hub Professional or Marketing Hub Enterprise products, you will be charged for Contacts as part of your fee for those products, even if they are added through HubSpot CRM and whether or not there is an email address associated with a Contact.

## 2. MARKETING HUB

In October 2020, HubSpot introduced a new contacts pricing model for Marketing Hub called 'Marketing Contacts'. Customers who purchase one of our Marketing Contacts Products (defined below) will only pay for the contacts to which they want to send marketing emails and target ads, and they can store up to fifteen million total Contacts (Non-Marketing Contacts and Marketing Contacts) for free.

The Marketing Contacts pricing model will be available to all new Marketing Hub customers on October 21, 2020. If you purchase any of our Marketing Contacts Products, the Marketing Hub terms in Section 2.1 below will apply to your subscription.

Existing Marketing Hub customers with legacy contacts pricing will have the option on renewal to either (i) renew their existing Marketing Hub subscription or (ii) switch to the new Marketing Contacts pricing model when it is made available. If you're an existing Marketing Hub customer and you decide to remain on your existing contacts pricing model, the Marketing Hub terms in Section 2.2 below will apply to your subscription.

## 2.1 Marketing Hub (with Marketing Contacts)

The terms in this section 2.1 apply to any purchase of the following products: Marketing Contacts Products as defined below.

### 2.1.1 Definitions

"Marketing Contacts" means Contacts that are able to receive marketing emails and be targeted with ads, and are designated as Marketing Contacts in your HubSpot account.

"Marketing Contacts Products" means

- Marketing Hub Starter - Marketing Contacts;
- Marketing Hub Professional - Marketing Contacts;
- Marketing Hub Enterprise - Marketing Contacts;

as further described in the Product and Services Catalog, and including any additional Marketing Contacts that you may purchase with the above products (such as Starter Marketing Contacts, Professional Marketing Contacts, and Enterprise Marketing Contacts). Details of Your Marketing Contacts subscription will be set out on your Order Form.

"Maximum Contacts" means the maximum number of Marketing Contacts you are permitted to use with the Subscription Service as identified in your Order Form, plus any Marketing Contacts added as part of an upgrade.

"Non-Marketing Contacts" means Contacts that are not designated as marketing-eligible by you in your HubSpot account. You cannot target Non-Marketing Contacts with marketing emails or ads.

Terms not otherwise defined here will have the meaning as set out in the Master Terms.

### 2.1.2 Marketing Contacts Products Email Send Limit

For Marketing Hub Enterprise - Marketing Contacts, the Email Send Limit is equal to twenty (20) times the Maximum Contacts number per month. For Marketing Hub Professional - Marketing Contacts, the Email Send Limit is equal to ten (10) times the Maximum Contacts number per month. For Marketing Hub Starter - Marketing Contacts, this limit is equal to five (5) times the Maximum Contacts number per calendar month.

If you reach your Email Send Limit, you may not be able to send any more emails. You may increase your Email Send Limit by upgrading your Marketing Contacts edition or by purchasing a 'Dedicated IP Add-on' which includes unlimited email sends, in which case your fee will increase during the course of a Billing Period as described in the 'Fee Adjustments' section below.



### 2.1.3 Marketing Contacts Products Subscription Fees

The Subscription Fee for Marketing Contacts Products will remain fixed during the Subscription Term unless you:

- (i) exceed your Maximum Contacts or other applicable limits set out on the Product and Services Catalog,
- (ii) upgrade products or base packages,
- (iii) subscribe to additional features or products, including additional Marketing Contacts, or
- (iv) unless otherwise agreed to in the Order.

For our Marketing Contacts Products, once increased, your Subscription Fee will not decrease, even if there is a subsequent reduction in the number of Marketing Contacts or emails sent. Your Subscription Fee will not increase if you add Contacts which are not designated as Marketing Contacts by you in your account.

You can learn more about how your fees may be otherwise adjusted in the remainder of this 'Fees Adjustments' section below.

### 2.1.4. Fee Adjustments

**2.1.4.1 Contact Tiers.** Your Subscription Fee will increase immediately during the course of a Billing Period if you exceed your Maximum Contacts limit in a Billing Period. In this case, the Subscription Fee will increase up to the tier price which corresponds with the number of Marketing Contacts and your invoice will increase by the corresponding prorated amount for the remainder of Subscription Term. Tier prices for Marketing Contacts Products are as set out in the Product and Services Catalog. You will receive an electronic notification (as described in the Notices section of our [Master Terms](#)) if you're approaching your Marketing Contact tier limit.

You may manage your Marketing Contacts to avoid an increase in your Subscription Fee as set out in the 'Managing Your Marketing Contacts' section below.

**2.1.4.2 Other Fee Adjustments.** For detail on renewal pricing, see the 'Fees' section of the Master Terms. We may choose to decrease your fees upon written notice to you.

### 2.1.5 Managing Your Marketing Contacts

When you purchase a Marketing Contacts Product, you'll have the opportunity to select which contacts you'd like to designate as Marketing Contacts, and which you want to designate as Non-Marketing Contacts. We also recommend reviewing the designation of your Contacts regularly to avoid an unintended Contact tier upgrade fee. All Users have permission to make Contact designations in the portal unless their right to do so is limited by you in the 'Users and Teams' settings.

If you're switching from one of our Marketing Hub Products with legacy contacts pricing to one of our Marketing Contacts Products, all Contacts will be designated Marketing Contacts by default. We strongly recommend you complete the Eligibility Flow tool to designate your Non-Marketing Contacts before you switch to avoid an unintended Contact tier upgrade fee which will apply immediately and cannot be refunded.

We will monitor or audit remotely the number of Marketing Contacts in the Subscription Service and the number of emails that you send on the Subscription Service. This information is also made available to you in your HubSpot account.

You can change your Contacts from Non-Marketing to Marketing Contacts at any time. We allow you to designate Marketing Contacts as Non-Marketing' Contacts at any time, but changes in designations to Non-Marketing will not take effect until the first day of the next month or on your subscription renewal date, whichever comes first.

#### 2.1.6 Limits

For all Marketing Contacts Products and paid Add-Ons to those products, we may change the limits that apply to you at any time in our sole discretion by updating the Product and Services Catalog.

Please refer to the Product and Service Catalog and your Order for details of any additional limits that apply to your Marketing Contacts Product subscription.

#### 2.1.7 Downgrades

For our Marketing Contacts Products, you may designate your contacts as Non-Marketing at any time (as described in the 'Managing your Marketing Contacts' section above), but you can only downgrade your contact tier at your next renewal date upon signature of a new Order. In order to avoid additional charges, you should purchase the appropriate tier of Subscription Service for your anticipated needs.

#### 2.1.8 Modifications

We will not make changes to the Marketing Hub Professional - Marketing Contacts, Marketing Hub Enterprise - Marketing Contacts and paid Add-Ons to these products that materially reduce the functionality provided to you during the Subscription Term.

We may make changes to our Marketing Hub Starter - Marketing Contacts product and Add-Ons to that product that materially reduce the functionality provided to you during the Subscription Term.

#### 2.1.9 Notice of Non-Renewal

Unless otherwise specified in your Order, to prevent renewal of your Marketing Hub with Marketing Contacts subscription or paid Add-Ons to Marketing Hub with Marketing Contacts, you or we must give written notice of non-renewal and this written notice must be received before the next renewal period begins.

#### 2.1.10 Retrieval of Customer Data.

For Marketing Hub Professional - Marketing Contacts and for Marketing Hub Enterprise - Marketing Contacts, if you make a written request within thirty (30) days after termination or expiration of your subscription, we will provide you with temporary access to the Subscription Service to retrieve, or we will provide you with copies of, all Customer Data then in our possession or control. If we provide you with temporary access to the account, we may charge a

re-activation fee. Thirty (30) days after termination or expiration of your Subscription, we will have no obligation to maintain or provide you the Customer Data. We will delete all Customer Data in our systems or otherwise in our control unless (i) we are legally prohibited or (ii) save as set out in the 'Deletion or Return of Personal Data' section of the DPA, then such Personal Data shall be Processed in accordance with our DPA.

For Marketing Hub Starter - Marketing Contacts, we will not provide you with any access to Customer Data after termination or expiration of your subscription. If you want to retain any Customer Data after your Subscription Term ends, we recommend you export that data from your HubSpot account in advance.

#### 2.1.11 Legacy Marketing Hub Products

Notwithstanding anything to the contrary in the 'Legacy' section of the HubSpot Master Terms, once you've purchased a Marketing Contacts Product, you cannot choose to re-purchase the Marketing Hub product with legacy contacts pricing, which bills differently for Contacts, even if it's still listed in our Product & Services Catalog.

If you use one of our other legacy Marketing Hub products that is not listed in the Product Specific Terms, then the terms that apply to Marketing Hub Enterprise (with legacy contacts pricing) apply to your subscription.

#### 2.1.12 Brand Domains.

In order to host multiple root domains associated with your company in a single HubSpot account, you must purchase a subscription to the Marketing Hub Enterprise - Marketing Contacts product with the Brand Domain add-on product. A root domain is considered to be a different domain name that immediately precedes the top-level domain indicator. For example, [www.hubspot.com](http://www.hubspot.com) and [www.inbound.com](http://www.inbound.com) are considered separate root domains, whereas [www.hubspot.com](http://www.hubspot.com) and [blog.hubspot.com](http://blog.hubspot.com) or [www.hubspot.fr](http://www.hubspot.fr) are not considered separate root domains.

## 2.2 Marketing Hub (legacy contacts pricing)

The terms in this section 2.2 apply to any purchase of the Marketing Hub Products with legacy contacts pricing as defined below.

### 2.2.1 Definitions

"Contact Information" means the name, email address, phone number, online user name(s), telephone number, and similar information submitted by visitors to your landing pages on the Subscription Service or uploaded by you to the Subscription Service.

"Marketing Hub Products" means the Marketing Hub Products with legacy contacts pricing model, and includes

- Marketing Hub Starter;
- Marketing Hub Professional and
- Marketing Hub Enterprise,

as further described in the Product and Services Catalog, and including any additional Contacts that you may purchase with the above products. Details of Your Marketing Hub subscription will be set out on your Order Form.

"Maximum Contacts" means the maximum number of Contacts you are permitted to use with the Subscription Service as identified in your Order Form, plus any Contacts added as part of an upgrade.

Terms not otherwise defined here will have the meaning as set out in the Master Terms.

### 2.2.2 Marketing Hub Email Send Limit

For Marketing Hub Professional and Marketing Hub Enterprise, the Email Send Limit is equal to ten (10) times the Maximum Contacts number per month. For Marketing Hub Starter, this limit is equal to five (5) times the Maximum Contacts number per calendar month.

### 2.2.3 Marketing Hub Subscription Fees

The Subscription Fee for Marketing Hub products will remain fixed during the Subscription Term unless you:

- (i) exceed your Maximum Contacts, Email Send Limit, or other applicable limits (see the 'Limits' section below),
- (ii) upgrade products or base packages,
- (iii) subscribe to additional features or products, including additional Contacts, or
- (iv) unless otherwise agreed to in the Order.

For Marketing Hub Professional and Marketing Hub Enterprise, once increased, your Subscription Fee will not decrease, even if there is a subsequent reduction in the number of Contacts or emails sent.

You can learn more about how your fees may be otherwise adjusted in the remainder of this 'Fees Adjustments' section below.

### 2.2.4 Fee Adjustments

#### 2.2.4.1 Contact Tier

We determine the Contact tier for the next Billing Period by reviewing the number of Contacts in your account. For Marketing Hub Professional or Marketing Hub Enterprise, we complete this review between forty (40) and twenty-five (25) days before the start of your next Billing Period. For Marketing Hub Starter, we complete this review on the last day of your Billing Period. You may manage your Contacts to avoid an increase in your Subscription Fee as set out in the 'Manage Contacts' section below.

If the number of Contacts in your account exceed your Maximum Contacts when we complete this review, then your Subscription Fee will increase at the beginning of the next Billing Period up to the tier price which corresponds with the reviewed number of Contacts. Tier prices are as set out in our Product and Services Catalog.

For Marketing Hub Starter, upon renewal, your subscription will be adjusted to match the Contact tier that corresponds with the number of Contacts in your portal on the last day of your then-current Subscription Term. For more detail on renewal pricing, see the 'Fees' section of the Master Terms.

#### 2.2.4.2 Exceeding Your Email Send Limit

For Marketing Hub Professional and Marketing Hub Enterprise, the Subscription Fee will increase during the course of a Billing Period if you exceed your Email Send Limit in a Billing Period. In this case, the Subscription Fee will increase to the tier price which corresponds with your maximum monthly email sends from the current Billing Period.

For Marketing Hub Starter, if you reach your Email Send Limit, you will not be able to send any more emails until the start of the next calendar month, including emails pre-scheduled to go out after reaching the Email Send Limit. Kick-back emails from form conversion will not be interrupted. You may increase your Email Send Limit for Marketing Hub Starter by purchasing additional Contacts, in which case your fee will increase during the course of a Billing Period.

#### 2.2.4.3 Other Fee Adjustments

The Subscription Fee for Marketing Hub Products will increase during a Billing Period up to the corresponding base package and tier price (as set forth in our Product and Services Catalog) if you:

- (i) exceed the subdomains limit,
- (ii) exceed other applicable limits (except as set forth in the 'Contact Tier' section),
- (iii) change or add products, or
- (iv) subscribe to additional features for use during the Billing Period.

We may choose to decrease your fees upon written notice to you.

#### 2.2.5 Managing your Contacts

We will monitor or audit remotely the number of Contacts in the Subscription Service and the number of emails that you send on the Subscription Service. If you subscribe to Marketing Hub Professional or Marketing Hub Enterprise, this information is also made available to you in your HubSpot account.

We allow you to reasonably manage the number of Contacts during the course of a Billing Period and will not count Contacts removed before our review, unless these Contacts are temporarily removed to avoid a fee increase. If Contacts are temporarily removed to avoid a fee increase, we may consider the maximum number of Contacts from the reviewed Billing Period for the purposes of determining your Contact tier.

This review and upgrade process will continue for each Billing Period during the Subscription Term.

### 2.2.6 Limits

For Marketing Hub Professional, Marketing Hub Enterprise and paid Add-Ons to these products, on renewal, the current product usage limits in our Product and Services Catalog will apply to your subscription, unless you and we otherwise agree.

For Marketing Hub Starter and paid Add-Ons to that product, we may change the limits that apply to you at any time in our sole discretion.

Please refer to the Product and Services Catalog and your Order for details of any additional limits that apply to your Marketing Hub subscription.

### 2.2.7 Downgrades

For Marketing Hub Professional and Marketing Hub Enterprise, you may not downgrade your subscription and in order to avoid additional charges, you should purchase the appropriate tier of Subscription Service for your anticipated needs.

For Marketing Hub Starter, you may downgrade your subscription at the start of your next renewal Subscription Term, as specified in the 'Fee Adjustments; Contact Tier' section above.

### 2.2.8 Modifications

We will not make changes to the Marketing Hub Professional, Marketing Hub Enterprise and paid Add-Ons to these products that materially reduce the functionality provided to you during the Subscription Term.

We may make changes to our Marketing Hub Starter product and Add-Ons to that product that materially reduce the functionality provided to you during the Subscription Term.

### 2.2.9 Non-Renewal Notice Period

Unless otherwise specified in your Order, to prevent renewal of your Marketing Hub subscription or paid Add-Ons to Marketing Hub, you or we must give written notice of non-renewal and this written notice must be received before the next renewal period begins.

### 2.2.10 Retrieval of Customer Data.

For Marketing Hub Professional and Marketing Hub Enterprise, if you make a written request within thirty (30) days after termination or expiration of your subscription, we will provide you with temporary access to the Subscription Service to retrieve, or we will provide you with copies of, all Customer Data then in our possession or control. If we provide you with temporary access to the account, we may charge a re-activation fee. Thirty (30) days after termination or expiration of your Subscription, we will have no obligation to maintain or provide you the Customer Data. We will delete all Customer Data in our systems or otherwise in our control unless (i) we are legally prohibited or (ii) save as set out in the 'Deletion or Return of Personal Data' section of the DPA, then such Personal Data shall be Processed in accordance with our DPA.

For Marketing Hub Starter, we will not provide you with any access to Customer Data after termination or expiration of your subscription. If you want to retain any Customer Data after your Subscription Term ends, we recommend you export that data from your HubSpot account in advance.

#### 2.2.11 Legacy Marketing Hub Products.

If you use one of our legacy Marketing Hub products that are not listed in the Product Specific Terms, then the terms that apply to Marketing Hub Enterprise (with legacy contacts pricing) apply to your subscription.

#### 2.2.12 Brand Domains.

In order to host multiple root domains associated with your company in a single HubSpot account, you must purchase a subscription to the Marketing Hub Enterprise product with the Brand Domain add-on product. A root domain is considered to be a different domain name that immediately precedes the top-level domain indicator. For example, [www.hubspot.com](http://www.hubspot.com) and [www.inbound.com](http://www.inbound.com) are considered separate root domains, whereas [www.hubspot.com](http://www.hubspot.com) and [blog.hubspot.com](http://blog.hubspot.com) or [www.hubspot.fr](http://www.hubspot.fr) are not considered separate root domains.

### 3. SALES HUB

The terms in this Section 3 apply to any purchase of the following products: Sales Hub Starter, Sales Hub Professional and Sales Hub Enterprise. These products are described further in our Product and Services Catalog.

3.1 “Paid Users” means those types of Users (defined in the Master Terms) for which we charge you fees as set forth in our Product and Services Catalog.

#### 3.2 Sales Hub Subscription Fees

The Subscription Fee for Sales Hub products will remain fixed during the Subscription Term unless you:

- (i) exceed User or other applicable limits (see the ‘Limits’ section below),
- (ii) upgrade products or base packages,
- (iii) subscribe to additional features or products, or
- (iv) unless otherwise agreed to in the Order.

For our Sales Hub products, you will be charged fees associated with all Paid Users. For Sales Hub Professional and Sales Hub Enterprise, your number of Paid Users will not decrease, even if there is a subsequent reduction in the number of assigned Paid Users.

#### 3.3 Fee Adjustments

For details on renewal pricing, see the ‘Fees’ section of our Master Terms.

### 3.4 Limits

For our Sales Hub products and paid Add-Ons to those products we may change the limits that apply to you at any time in our sole discretion.

Please refer to the Product and Services Catalog and your Order for details of any additional limits that apply to your Sales Hub subscription.

### 3.5 Downgrades

For Sales Hub products, you may downgrade your subscription at the start of your next renewal Subscription Term.

### 3.6 Modifications

We may make changes to our Sales Hub product and Add-ons to that product that materially reduce the functionality provided to you during the Subscription Term.

### 3.7 Non-Renewal Notice Period.

Unless otherwise specified in your Order, to prevent renewal of your Sales Hub subscription or paid Add-Ons to Sales Hub, you or we must give written notice of non-renewal and this written notice must be received before the next renewal period begins.

### 3.8 Retrieval of Customer Data.

For our Sales Hub products, we will not provide you with any access to Customer Data after termination or expiration of your subscription. If you want to retain any Customer Data after your Subscription Term ends, we recommend you export that data from your HubSpot account in advance.

### 3.9 No Representation; Warranty.

**WE MAKE NO REPRESENTATION OR WARRANTY ABOUT THE ACCURACY OF DATA FROM THE SALES HUB PRODUCT.**

### 3.10. Documents.

The 'Documents' feature allows you to store presentations and other sales content to share with prospects. Files that you upload using this 'Documents' feature are stored by us and shared with other users of your HubSpot CRM team.

### 3.11. Sales Extension Uninstall.

The Sales Extension for Google Chrome and Outlook may leave remnants of application settings and log files on your device even after the Sales Extension has been uninstalled. For more information on how to uninstall the Sales Extension, please see [here](#).



### 3.12. Revenue Reporting Tools.

Revenue reporting tools provided as part of the Subscription Service are not intended to be used as systems of record for financial, tax, employee commission, or other regulatory compliance or reporting. You are responsible for ensuring the accuracy of reports derived using the revenue reporting tools.

### 3.13. E-signature.

The e-signature feature provided as part of the Subscription Service allows you to obtain electronic signatures on documents. We strongly encourage you to take appropriate measures to secure, store and backup your important documents.

## 4. SERVICE HUB

The terms in this Section 4 apply to any purchase of the following products: Service Hub Starter, Service Hub Professional and Service Hub Enterprise. These products are described further in our Product and Services Catalog.

4.1 “Paid Users” means those types of Users (defined in the Master Terms) for which we charge you fees as set forth in our Product and Services Catalog.

### 4.2 Service Hub Subscription Fees

The Subscription Fee for Service Hub products will remain fixed during the Subscription Term unless you:

- (i) exceed User or other applicable limits (see the ‘Limits’ section below),
- (ii) upgrade products or base packages,
- (iii) subscribe to additional features or products, or
- (iv) unless otherwise agreed to in the Order.

For our Service Hub products, you will be charged fees associated with all Paid Users. For Service Hub Professional and Service Hub Enterprise products, your number of Paid Users will not decrease, even if there is a subsequent reduction in the number of assigned Paid Users.

### 4.3 Fee Adjustments

For details on renewal pricing, see the ‘Fees’ section of our Master Terms.

### 4.4 Limits

For our Service Hub products and paid Add-Ons to those products, we may change the limits that apply to you at any time in our sole discretion.

Please refer to the Product and Services Catalog and your Order for details of any additional limits that apply to your Services Hub subscription.

#### 4.5 Downgrades

For Service Hub products, you may downgrade your subscription at the start of your next renewal Subscription Term.

#### 4.6 Modifications

We may make changes to our Service Hub product and Add-Ons to that product that materially reduce the functionality provided to you during the Subscription Term.

#### 4.7 Non-Renewal Notice Period

Unless otherwise specified in your Order, to prevent renewal of your Service Hub subscription or paid Add-ons to Service Hub, you or we must give written notice of non-renewal and this written notice must be received before the next renewal period begins.

#### 4.8 Retrieval of Customer Data.

For our Service Hub products, we will not provide you with any access to Customer Data after termination or expiration of your subscription. If you want to retain any Customer Data after your Subscription Term ends, we recommend you export that data from your HubSpot account in advance.

### 5. CMS HUB

The terms in this Section 5 apply to any purchase of the following products: CMS Hub Starter, CMS Hub Professional and CMS Hub Enterprise. These products are described further in our Product and Services Catalog.

#### 5.1 CMS Hub Subscription Fees

The Subscription Fee for CMS Hub products will remain fixed during the Subscription Term unless you:

- (i) exceed applicable limits (see the 'Limits' section below),
- (ii) upgrade products or base packages,
- (iii) subscribe to additional features or products, or
- (iv) unless otherwise agreed to in the Order.

For our products that have applicable User limits, For our Service Hub products, you will be charged fees associated with all Paid Users. For Service Hub Professional and Service Hub Enterprise products, your number of Paid Users will not decrease, even if there is a subsequent reduction in the number of assigned Paid Users.

#### 5.2 Fee Adjustments

For details on renewal pricing, see the 'Fees' section of our Master Terms.

### 5.3 Limits

For our CMS Hub products and paid Add-Ons to this product, we may change the limits that apply to you at any time at our sole discretion.

Please refer to the Product and Services Catalog and your Order for details of any additional limits that apply to your CMS Hub subscription.

### 5.4 Downgrades

For our CMS Hub products, you may downgrade your subscription at the start of your next renewal Subscription Term.

### 5.5 Modifications

We may make changes to our CMS Hub product and Add-Ons to that product that materially reduce the functionality provided to you during the Subscription Term.

### 5.6 Non-Renewal Notice Period

Unless otherwise specified in your Order, to prevent renewal of your CMS Hub subscriptions or paid Add-Ons to CMS Hub, you or we must give written notice of non-renewal and this written notice must be received before the next renewal period begins.

### 5.7 Retrieval of Customer Data

For our CMS Hub products, we will not provide you with any access to Customer Data after termination or expiration of your subscription. If you want to retain any Customer Data after your Subscription Term ends, we recommend you export that data from your HubSpot account in advance.

## 6. OPERATIONS HUB

The terms in this Section 6 apply to any purchase of the following products: Operations Hub Starter and Operations Hub Professional.

If you use Operations Hub Free, then in addition to the terms otherwise applicable to Free Services, the 'Data Sync' section of this Section 6 also applies.

These products are described further in our Product and Services Catalog.

### 6.1 Operations Hub Subscription Fees

The Subscription Fee for Operations Hub products will remain fixed during the Subscription Term unless you:

- (i) exceed any applicable limits set out in the Product & Services Catalog (see the 'Limits' section below),
- (ii) upgrade products or base packages,

- (iii) subscribe to additional features or products, or
- (iv) unless otherwise agreed to in the Order.

## 6.2 Fee Adjustments

For details on renewal pricing, see the 'Fees' section of our Master Terms.

## 6.3 Limits

For our Operations Hub products and paid Add-Ons to those products, we may change the limits that apply to you at any time at our sole discretion by updating the Product and Services Catalog.

Please refer to the Product and Services Catalog and your Order for details of any additional limits that apply to your Operations Hub subscription.

## 6.4 Downgrades

For Operations Hub products, you may downgrade your subscription at the start of your next renewal Subscription Term.

## 6.5 Modifications

We may make changes to our Operations Hub product and Add-Ons to that product that materially reduce the functionality provided to you during the Subscription Term.

## 6.6 Non-Renewal Notice Period

Unless otherwise specified in your Order, to prevent renewal of your Operations subscription or paid Add-Ons to Operations Hub, you or we must give written notice of non-renewal and this written notice must be received before the next renewal period begins.

## 6.7 Retrieval of Customer Data.

For our Operations Hub products, we will not provide you with any access to Customer Data after termination or expiration of your subscription. If you want to retain any Customer Data after your Subscription Term ends, we recommend you export that data from your HubSpot account in advance.

## 6.8 Data Sync

Operations Hub allows you to sync Customer Data from other third party platforms and applications into the Subscription Service. You are responsible for ensuring the completeness, accuracy and configuration of all Customer Data transferred using the Operations Hub data sync feature. You are also responsible for ensuring you have all necessary licenses and consents to share the synced Customer Data with us.

## 7. CONSULTING AND OTHER SERVICES

## 7.1 Consulting Services

You may purchase Consulting Services by placing an Order with us. Unless we otherwise agree, the Consulting Services we provide are described in the Product and Services Catalog and will be delivered in English. Fees for these Consulting Services are in addition to your Subscription Fee. If you purchase Consulting Services that recur, they will be considered part of your subscription and will renew in accordance with your subscription.

**7.1.1 Location.** All Consulting Services are performed remotely, unless you and we otherwise agree. For Consulting Services performed on-site, you will reimburse us our reasonable costs for all expenses incurred in connection with the Consulting Services. Any invoices or other requests for reimbursements will be due and payable within thirty (30) days of the date of the invoice.

**7.1.2 Delivery.** If there are a specific number of hours included in the Consulting Services purchased, those hours will expire as indicated in the applicable description, which expiration period will commence upon purchase (the "Expiration Period").

If there are deliverables included in the Consulting Services purchased, it is estimated that those deliverables will be completed within the time period indicated as the delivery period in the applicable description, which delivery period will commence upon purchase (the "Delivery Period"). If there is no Expiration Period or Delivery Period indicated, then it will be one hundred and eighty (180) days from purchase.

If the Consulting Services provided are not complete at the end of the Delivery Period due to your failure to make the necessary resources available to us or to perform your obligations, such Consulting Services will be deemed to be complete at the end of the Delivery Period. If the Consulting Services provided are not complete at the end of the Delivery Period due to our failure to make the necessary resources available to you or to perform our obligations, the Delivery Period will be extended to allow us to complete such Consulting Services.

**7.1.3 Third Party Providers.** We might provide some or all elements of the Consulting Services through third party service providers. Consulting Services are non-cancellable and all fees for Consulting Services are non-refundable.

**7.2 Communication Services.** "Communication Services" means third-party forums, online communities, blogs, personal web pages, calendars, and/or other social media communication facilities (such as Facebook, Twitter and LinkedIn) linked to or from the Subscription Service that enable you to communicate with the public or with a private group.

You agree to use Communication Services only in compliance with any terms of use specified by each Communication Service. We do not control the content, messages or information found in the Communication Services. We will not have any liability with regards to the Communication Services and any actions resulting from your use of the Communication Services.

**7.3 HubSpot Directory and Community.** If you use the HubSpot Directory (as defined in the HubSpot Directory Terms of Use), you agree to comply with the HubSpot Directory Terms of Use available at <http://legal.hubspot.com/directory-tou>. If you use the HubSpot Community (as

defined in the HubSpot Community Terms of Use), you agree to comply with the HubSpot Community Terms of Use available at <http://legal.hubspot.com/community-tou>.

7.4 HubSpot Academy. We may offer educational seminars or certifications through HubSpot Academy. The descriptions of these educational seminars and certifications, and the terms and conditions that apply to your participation, are available at <http://academy.hubspot.com/>. By participating in a HubSpot Academy educational seminar or certification, you agree to abide by the applicable terms and conditions that are made available to you at <http://academy.hubspot.com/>.

#### 7.5 HubSpot Insights and Enrichment Data.

HubSpot Insights is a database of company information that HubSpot gathers from public and third party sources. It is updated in real-time as we get new information.

“Enrichment Data” means the company level information we make available to you as part of the HubSpot Insights database. Enrichment Data does not include Personal Data. We do not use Customer Data to populate Enrichment Data. You’ll recognize Enrichment Data in the HubSpot CRM because it is flagged with a grey information icon (or highlighted in some other way), which on hover, identifies the property as being filled from HubSpot’s Insights database. These properties may include information such as company name, company location, and company address.

If we make Enrichment Data available to you, then you may only use that Enrichment Data in connection with your use of the Subscription Service. We may change what Enrichment Data we provide, or discontinue providing Enrichment Data at any time with or without notice to you.

#### 7.6 Outbound Calling via the Subscription Service.

We do not guarantee the availability of our outbound calling feature in any or all geographical areas. If you are interested in obtaining a list of countries to which we currently offer outbound calling, please contact our Support team. We may update this list at any time without notice to you. We may also disable your ability, or charge you a fee, to make calls to certain countries if we choose to, even if we generally offer outbound calling to these countries. One reason we may do this is if you are making a disproportionate or excessive number of calls to these countries.

#### 7.7 Call Recording.

You agree to comply with all applicable laws, rules and regulations relating to the recording of phone calls or other electronic communications. You agree to obtain proper consent to record phone calls prior to making any recordings as required by applicable law. While the HubSpot calling tool includes features to help you comply with call recording laws, we make no representation or warranty with respect to these features. You may use HubSpot tools to record your calls or to import call recordings from another source. You agree to be responsible for any content and communications shared on calls. You represent and warrant that you have obtained all necessary rights to share such content and communications with us and allow us to process and use them to provide the Subscription Service to you.

#### 7.8 Alpha/Beta Services.

If we make alpha or beta access to some or all of the Subscription Service (the “Alpha/Beta Services”) available to you (i) the Alpha/Beta Services are provided “as is” and without warranty of any kind, (ii) we may suspend, limit, or terminate the Alpha/Beta Services for any reason at any time without notice, and (iii) we will not be liable to you for damages of any kind related to your use of the Alpha/Beta Services. For all Beta Services, the following terms also apply: <https://legal.hubspot.com/hubspot-beta-terms>. If we inform you of additional terms and conditions that apply to your use of the Alpha/Beta Services, those will apply as well. We might require your participation to be confidential, and we might also require you to provide feedback to us about your use of the Alpha/Beta Services. You agree that we own all rights to use and incorporate your feedback into our services and products, without payment or attribution to you.

#### 7.9 Third Party Sites and Products.

You can choose to integrate Third Party Sites and Products with the Subscription Service. We are not responsible for any Third-Party Sites and Products or for any issues arising from or related to the Third Party Site or Product. The availability of any integration to a Third-Party Site or Product does not mean we endorse, support or warrant the Third-Party Site or Product.

#### 7.10 YouTube Integration.

If you use the YouTube Integration, you agree to be bound by YouTube's terms, available at: <https://www.youtube.com/t/terms>.

### 8. SERVICE LEVEL COMMITMENT

8.1 For the purposes of this 'Service Uptime Commitment' section, the following definitions shall apply:

"Priority 1" means a critical full outage/severe issue that constitutes a catastrophic problem that causes complete inability to use the Subscription Service, excluding Free Services, across a significant portion of the production environment (e.g. crash or hang), resulting in production downtime and where there is no workaround or solution to the problem.

"Excluded" means the following: (i) unavailability caused by circumstances beyond our reasonable control, including, without limitation, act of God, acts of government, emergencies, natural disasters, flood, fire, civil unrest, acts of terror, strikes or other labor problems (other than those involving our employees), or any other force majeure event or factors; (ii) any problems resulting from Customer's combining or merging the Subscription Service with any hardware or software not supplied by us or not identified by us in writing as compatible with the Subscription Service; (iii) interruptions or delays in providing the service resulting from telecommunications or internet service provider failures outside of our datacenter as measured by our third party website availability monitoring provider; and (iv) any interruption or unavailability resulting from the misuse, improper use, alteration, or damage of the Subscription Service.

"Service Uptime" means (total hours in calendar month - unscheduled maintenance which causes unavailability - Priority 1 issue durations - scheduled maintenance - Excluded) / (Total hours in calendar month - scheduled maintenance - Excluded) X 100%.

8.2 We will use commercially reasonable efforts to meet a Service Uptime of 99.95% for our Subscription Service in a given calendar month. All availability calculations will be based on our system records. Notwithstanding anything to the contrary in this Agreement, as Customer's sole and exclusive remedy for failure to meet availability or support commitments, in the event there are two (2) or more consecutive calendar months during which the Service Uptime falls below 99.95% in a given calendar month, Customer will be entitled to receive a credit equal to the pro-rated amount of fees applicable to the downtime as measured within two (2) or more consecutive calendar months during which the Service Uptime fell below 99.95%, which credit shall be applied against an invoice or charge for the following renewal Subscription Term, provided Customer requests such credit within twenty (20) days of the end of the relevant calendar month. Notwithstanding anything to the contrary in the Agreement or this section, this 'Service Uptime Commitment' section does not apply to our Free Services.

## 9. CUSTOMER SUPPORT

If you pay us a Subscription Fee for our Starter edition products, email and in-app support is included at no additional cost. If you pay us a Subscription Fee for our Professional or Enterprise edition products or have purchased the HubSpot CMS, phone, email and in-app support is included at no additional cost.

### 9.1 Phone Support.

Phone support for Professional or Enterprise edition subscriptions is available from 8pm Sunday to 8pm Friday EST (Eastern Standard Time), with reduced hours during holidays in Singapore, Ireland, and the US. We accept email and in-app support questions 24 hours per day x 7 days per week. Email and in-app questions can be submitted through the help widget in the lower right hand corner of your account or by following the link at <http://help.hubspot.com>.

### 9.2 Email and In-app Support.

Email and in-app responses are provided during phone support hours only. We attempt to respond to email and in-app support questions within one business day; in practice, our responses are generally even faster. We do not promise or guarantee any specific response time. We may limit or deny your access to support if we determine, in our reasonable discretion, that you are acting, or have acted, in a way that results or has resulted in misuse of support or abuse of HubSpot representatives.

### 9.3 Support Limitations.

Issues resulting from your use of API's or your modifications to code in the Subscription Service may be outside the scope of support. We will only provide support for integrations which are listed in-app as being supported by HubSpot.

### 9.4 Free Services.

If you do not pay a Subscription Fee, support is available to you through the HubSpot Community available at: [community.hubspot.com](https://community.hubspot.com).



# Jurisdiction Specific Terms

Last modified October 1, 2020

Depending on your location, some of these Jurisdiction-Specific Terms will apply to you. They form part of the HubSpot Customer Terms of Service (the “TOS”) and are hereby incorporated therein.

We periodically update this page by posting a revised copy at <https://legal.hubspot.com/jurisdiction-specific-terms>, so please check back here for current information. If you’re looking for definitions of the terms used here, see the [HubSpot Customer Terms of Service](#).

## 1. CONTRACTING ENTITY, APPLICABLE LAW AND NOTICE

1.1 Your physical address will determine (a) the HubSpot entity entering into this Agreement, (b) the address to which you should direct notices under this Agreement, (c) the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and (d) the courts that have jurisdiction over any such dispute or lawsuit, as set out in the table below. For this agreement, ‘Customer Location’ means your shipping or physical address.

<b>Customer Location</b>	<b>HubSpot Contracting Entity:</b>	<b>Address for Notices:</b>	<b>Governing Law, without reference to conflicts of law principles and Jurisdiction:</b>
<b>North America or South America</b>	HubSpot Inc.	HubSpot, Inc., 25 First Street, 2nd Floor, Cambridge, MA 02141, U.S.A., Attention: General Counsel	Laws of the Commonwealth of Massachusetts, U.S.A. with exclusive jurisdiction in the courts of Boston, Massachusetts, U.S.A
<b>Colombia (but only if you’re paying your Subscription Fees in Colombian Pesos)</b>	HubSpot Latin America S.A.S.	HubSpot, Inc., 25 First Street, 2nd Floor, Cambridge, MA 02141, U.S.A., Attention: General Counsel	Laws of Colombia
<b>Europe (including the United Kingdom, Russia but excluding France, Liechtenstein and those</b>	HubSpot Ireland Limited	HubSpot Ireland Limited, HubSpot House, One Sir John Rogerson's Quay,	Laws of the Republic of Ireland with exclusive jurisdiction in the courts of Ireland

<b>countries indicated below as being part of the DACH Region), the Middle East, Africa or Antarctica</b>		Dublin 2, Ireland, Attention: Legal, (with copy to HubSpot, Inc.)	
<b>Germany, Austria or Switzerland (collectively, the “DACH Region”) or in Liechtenstein</b>	HubSpot Germany GmbH	HubSpot Ireland Limited, HubSpot House, One Sir John Rogerson's Quay, Dublin 2, Ireland, Attention: Legal, (with copy to HubSpot, Inc.)	Laws of Germany
<b>France</b>	HubSpot France S.A.S.	HubSpot Ireland Limited, HubSpot House, One Sir John Rogerson's Quay, Dublin 2, Ireland, Attention: Legal, (with copy to HubSpot, Inc.)	Laws of France
<b>Australia or New Zealand</b>	HubSpot Australia Pty Ltd	HubSpot, Inc., 25 First Street, 2nd Floor, Cambridge, MA 02141, U.S.A., Attention: General Counsel	Laws of the state of New South Wales, Australia
<b>Japan</b>	HubSpot Japan KK	HubSpot, Inc., 25 First Street, 2nd Floor, Cambridge, MA 02141, U.S.A., Attention: General Counsel	Laws of Japan
<b>Asia-Pacific (except for the geographic regions already specifically named above)</b>	HubSpot Asia Pte. Ltd	HubSpot, Inc., 25 First Street, 2nd Floor, Cambridge, MA 02141, U.S.A., Attention: General Counsel	Laws of Singapore
<b>Any other region not mentioned above</b>	HubSpot, Inc.	HubSpot, Inc., 25 First Street, 2nd Floor, Cambridge, MA 02141, U.S.A., Attention: General Counsel	Laws of the Commonwealth of Massachusetts, U.S.A. with exclusive jurisdiction in the courts in Boston, Massachusetts, U.S.A.

If you are located in a geographic region that does not fall into one of the designations described above, or if you use only the Free Services, then you are contracting with HubSpot, Inc.

## **2. GERMANY**

If you are contracting with HubSpot Germany GmbH, then the following provisions apply to you. In the event of a conflict between the terms in this 'Germany' section and the terms otherwise set forth in this Agreement, the terms of this 'Germany' section shall control.

### **2.1. Defects.**

If the Subscription Service is determined to have a defect, you will notify us in writing. We will remedy material defects in a reasonable period of time. If we cannot, then we will refund to you the pro-rata amount of fees actually paid applicable to the unremedied material defect. You cannot deduct this amount from your Subscription Fee, unless your claim is undisputed or has been confirmed by a final court judgment. You will not have a claim for a defect under this section if: (i) it is caused by your use of the Subscription Service in violation of this Agreement, or (ii) is a defect relating to our Free Services that has not been maliciously concealed by us. Subject to the limitation of liability set forth in this Agreement, the refund described in this section is your sole and exclusive remedy for defect claims.

### **2.2. Termination for Cause.**

The 'Termination for Cause' section set forth above is replaced in its entirety with the following:

"Either party may terminate this Agreement for cause, as to any or all Subscription Services upon thirty (30) days' notice to the other party of a material breach if such breach remains uncured at the expiration of such period. We may also terminate this Agreement for cause on thirty (30) days' notice if we determine that you are acting, or have acted, in a way that has or may negatively reflect on or affect us, our prospects, or our customers.

This Agreement may not otherwise be terminated prior to the end of the Subscription Term. The right of either party to terminate this Agreement for a compelling reason under a claim of extraordinary termination under the German Civil Code shall remain unaffected."

### **2.3. Compliance with Laws.**

We will comply with all E.U. regulations (where applicable) in our provision of the Subscription Service, the Consulting Services and our processing of Customer Data. We reserve the right at all times to disclose any information as necessary to satisfy any law, regulation, legal process or governmental request. You will comply with all laws in your use and receipt of the Subscription Service and Consulting Services, including any applicable export laws. You must comply with all applicable laws related to the recording of phone calls and ensure all proper consent to record is obtained prior to making any such recording. You will comply with the sanctions programs administered by the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury. You will not directly or indirectly export, re-export, or transfer the Subscription Service or Consulting Services to prohibited countries or individuals or permit use of the Subscription Service or Consulting Services by prohibited countries or individuals.

#### 2.4. Disclaimers; Limitations of Liability.

The 'Disclaimers; Limitations of Liability' set forth above is replaced in its entirety with the following:

"a. Disclaimer of Warranties. OUR SUBSCRIPTION SERVICE AND CONSULTING SERVICES WILL BE PROVIDED IN A PROFESSIONAL MANNER IN ACCORDANCE WITH CUSTOMARY INDUSTRY STANDARDS UTILIZING REASONABLE CARE AND SKILL. WE AND OUR AFFILIATES AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY OF THE SUBSCRIPTION SERVICE, DATA MADE AVAILABLE FROM THE SUBSCRIPTION SERVICE, HUBSPOT CONTENT, OR THE CONSULTING SERVICES FOR A PARTICULAR PURPOSE NOR ON A SPECIFIC RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY OR ACCURACY OF THE SUBSCRIPTION SERVICE, DATA MADE AVAILABLE FROM THE SUBSCRIPTION SERVICE, HUBSPOT CONTENT, OR THE CONSULTING SERVICES, EXCEPT IF AGREED SEPARATELY.

ANY LIABILITY FOR DEFECTS EXISTING UPON CONCLUSION OF THESE TERMS ACCORDING TO SECTION 536a GERMAN CIVIL CODE SHALL BE EXCLUDED. APPLICATION PROGRAMMING INTERFACES (APIs) MAY NOT BE AVAILABLE AT ALL TIMES.

OUR FREE SERVICES, INCLUDING APIs, ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. WE DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH REGARD TO THE SUBSCRIPTION SERVICE AND THE CONSULTING SERVICES, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

b. Full Liability. We will be liable to you without limit for loss or damage you actually suffer that is caused by: (i) our fraudulent action, (ii) our willful action, (iii) our gross negligence, (iv) our damage to life, body or health, or (v) our action that would give rise to a claim under the German Product Liability Act and/or (vi) from a guarantee of characteristics ("zugesicherte Eigenschaft"). Provided however, the limitations otherwise set forth below shall apply to: (w) our Free Services, (x) those losses or damages caused by our slight negligence, (y) those losses or damages caused by gross negligence of employees who are not legal representatives or senior employees, and (z) our strict liability that may arise from material defects in the Subscription Service that were already in existence at the commencement of your subscription. The claims for which we will be liable to you without limit in accordance with this section are collectively referred to as "Full Liability Claims".

c. No Indirect Damages. EXCEPT FOR FULL LIABILITY CLAIMS, TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, DATA OR BUSINESS OPPORTUNITIES.

d. Limitation of Liability. EXCEPT FOR YOUR LIABILITY FOR PAYMENT OF FEES, YOUR LIABILITY ARISING FROM YOUR OBLIGATIONS UNDER THE 'INDEMNIFICATION' SECTION, YOUR LIABILITY FOR VIOLATION OF OUR INTELLECTUAL PROPERTY RIGHTS, AND OUR LIABILITY FOR FULL LIABILITY CLAIMS, IF, NOTWITHSTANDING THE

OTHER TERMS OF THIS AGREEMENT, EITHER PARTY OR ITS AFFILIATES IS DETERMINED TO HAVE ANY LIABILITY TO THE OTHER PARTY, ITS AFFILIATES OR ANY THIRD PARTY, THE PARTIES AGREE THAT THE AGGREGATE LIABILITY OF A PARTY AND ITS AFFILIATES WILL BE LIMITED TO A SUM EQUAL TO THE TOTAL AMOUNTS PAID OR PAYABLE FOR THE SUBSCRIPTION SERVICE IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO A CLAIM; PROVIDED HOWEVER, THIS LIMITATION SHALL NOT APPLY TO YOU IF YOU ONLY USE THE FREE SERVICES, AND IN THIS CASE, IF WE ARE DETERMINED TO HAVE ANY LIABILITY TO YOU, YOUR AFFILIATES OR ANY THIRD PARTY ARISING FROM YOUR USE OF THE FREE SERVICES, THEN OUR AGGREGATE LIABILITY WILL BE LIMITED TO ONE HUNDRED U.S. DOLLARS.

e. Third Party Products. WE AND OUR AFFILIATES DISCLAIM ALL LIABILITY WITH RESPECT TO THIRD-PARTY PRODUCTS THAT YOU USE. OUR LICENSORS SHALL HAVE NO LIABILITY OF ANY KIND UNDER THIS AGREEMENT.

f. EXCEPT FOR FULL LIABILITY CLAIMS, THE PERIOD OF LIMITATION FOR ANY WARRANTY AND LIABILITY CLAIMS SHALL BE ONE YEAR."

### **3. IRELAND**

If you are contracting with HubSpot Ireland Limited then the following provisions apply to you. In the event of a conflict between the terms in this 'Ireland' section and the terms otherwise set forth in this Agreement, the terms of this 'Ireland' section shall control.

a. Compliance with Laws. We will comply with all E.U. regulations (where applicable) in our provision of the Subscription Service, the Consulting Services and our processing of Customer Data. We reserve the right at all times to disclose any information as necessary to satisfy any law, regulation, legal process or governmental request. You will comply with all laws in your use and receipt of the Subscription Service and Consulting Services, including any applicable export laws. You must comply with all applicable laws related to the recording of phone calls and ensure all proper consent to record is obtained prior to making any such recording. You will comply with the sanctions programs administered by the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury. You will not directly or indirectly export, re-export, or transfer the Subscription Service or Consulting Services to prohibited countries or individuals or permit use of the Subscription Service or Consulting Services by prohibited countries or individuals.

### **4. JAPAN**

If you are contracting with HubSpot Japan KK, then you and HubSpot Japan KK represent and warrant that they, and their officers, directors, and material shareholders, are not: (i) Anti-Social Forces (defined below), and have not been for at least the last five years, and (ii) involved with Anti-Social Forces, including, without limitation, involvement by management, utilization, or provision of funding or favors. Either party may immediately terminate this Agreement for cause in the event of a breach of any of these representations and warranties. For the purposes of this section "Anti-Social Forces" means, collectively, an organized crime group (boryokudan) or a member or affiliate thereof, a corporate racketeer (soukaiya), a rogue person or group

advocating a social or political movement, or any other anti-social forces. If you are not contracting with HubSpot Japan KK, then this section does not apply to you.

## **5. COLOMBIA**

If you are contracting with HubSpot Latin America S.A.S., then the following provisions apply to you. In the event of a conflict between the terms in this 'Colombia' section and the terms otherwise set forth in this Agreement, the terms of this 'Colombia' section shall control.

a. **Limitation of Liability.** The 'Limitation of Liability' section set forth above is replaced in its entirety with the following: "EXCEPT FOR YOUR LIABILITY FOR PAYMENT OF FEES, YOUR LIABILITY ARISING FROM YOUR OBLIGATIONS UNDER THE 'INDEMNIFICATION' SECTION, AND YOUR LIABILITY FOR VIOLATION OF OUR INTELLECTUAL PROPERTY RIGHTS, IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, EITHER PARTY OR ITS AFFILIATES IS DETERMINED TO HAVE ANY LIABILITY TO THE OTHER PARTY, ITS AFFILIATES OR ANY THIRD PARTY, THE PARTIES AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF A PARTY AND ITS AFFILIATES WILL BE LIMITED TO A SUM EQUAL TO TOTAL AMOUNTS PAID OR PAYABLE FOR THE SUBSCRIPTION SERVICE IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO A CLAIM; PROVIDED HOWEVER, THIS LIMITATION SHALL NOT APPLY TO YOU IF YOU ONLY USE THE FREE SERVICES, AND IN THIS CASE, IF WE ARE DETERMINED TO HAVE ANY LIABILITY TO YOU, YOUR AFFILIATES OR ANY THIRD PARTY ARISING FROM YOUR USE OF THE FREE SERVICES, THEN OUR AGGREGATE LIABILITY WILL BE LIMITED TO ONE HUNDRED U.S. DOLLARS."

b. **Compliance with Laws.** The 'Compliance with Laws' section set forth above is replaced in its entirety with the following: "We will comply with all Colombian laws (where applicable) in our provision of the Subscription Service, the Consulting Services and our processing of Customer Data. We reserve the right at all times to disclose any information as necessary to satisfy any law, regulation, legal process or governmental request. You will comply with all laws in your use and receipt of the Subscription Service and Consulting Services, including any applicable export laws. You must comply with all applicable laws related to the recording of phone calls and ensure all proper consent to record is obtained prior to making any such recording. You will comply with the sanctions programs administered by the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury. You will not directly or indirectly export, re-export, or transfer the Subscription Service or Consulting Services to prohibited countries or individuals or permit use of the Subscription Service or Consulting Services by prohibited countries or individuals."

c. **Spanish Version.** Notwithstanding anything to the contrary in the 'Entire Agreement' section, to the extent required by applicable law, the Spanish version of the Agreement and Order(s) that we make available to you will govern our relationship in the event of a dispute.

## **6. FRANCE**

If you are contracting with HubSpot France S.A.S., then the following provisions apply to you. In the event of a conflict between the terms in this 'France' section and the terms otherwise set forth in this Agreement, the terms of this 'France' section shall control.

a. Payment against Invoice. The following is added to the end of the 'Payment against Invoice' section: "In case of late payment, an indemnity will be payable, in accordance with articles L. 441-1 and -10 of the French Commercial Code. This penalty amount will be three times (3x) the legal late payment interest rate, plus a lump sum of 40 euros for recovering costs."

b. Termination for Cause. The following is added to the 'Termination for Cause' section: "Rights of termination provided in this section are not exclusive of other remedies to which you or we may be entitled, including the right to compensation".

c. Limitation of Liability. The Limitation of Liability section set forth above is replaced in its entirety with the following: "EXCEPT FOR YOUR LIABILITY FOR (i) PAYMENT OF FEES, (ii) YOUR LIABILITY ARISING FROM YOUR OBLIGATIONS UNDER THE 'INDEMNIFICATION' SECTION, (iii) YOUR LIABILITY FOR VIOLATION OF OUR INTELLECTUAL PROPERTY RIGHTS AND (iv) OUR LIABILITY FOR LOSS OR DAMAGE THAT IS CAUSED BY OUR FRAUDULENT ACTION ("DOL") OR OUR GROSS MISCONDUCT ("FAUTE LOURDE"), IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, EITHER PARTY OR ITS AFFILIATES IS DETERMINED TO HAVE ANY LIABILITY TO THE OTHER PARTY, ITS AFFILIATES OR ANY THIRD PARTY, THE PARTIES AGREE THAT THE AGGREGATE LIABILITY OF A PARTY AND ITS AFFILIATES WILL BE LIMITED TO A SUM EQUAL TO THE TOTAL AMOUNTS PAID OR PAYABLE FOR THE SUBSCRIPTION SERVICE IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO A CLAIM; PROVIDED HOWEVER, THIS LIMITATION SHALL NOT APPLY TO YOU IF YOU ONLY USE THE FREE SERVICES, AND IN THIS CASE, IF WE ARE DETERMINED TO HAVE ANY LIABILITY TO YOU, YOUR AFFILIATES OR ANY THIRD PARTY ARISING FROM YOUR USE OF THE FREE SERVICES, THEN OUR AGGREGATE LIABILITY WILL BE LIMITED TO ONE HUNDRED U.S. DOLLARS."