Professional Services Addendum

This Professional Services Addendum (this “Addendum”) is incorporated into and made a part of the Cloudflare Enterprise Subscription Agreement or other applicable master agreement governing the Customer's use of Cloudflare Services (the “Agreement”) by and between Cloudflare and Customer.

This Addendum governs the provision of Professional Services by Cloudflare to Customer. By executing an Order Form or Statement of Work (“SOW”) that includes Professional Services or references this Addendum, Customer agrees to be bound by the terms herein. This Addendum shall remain in effect for the duration of any active SOW executed hereunder. Any SOW executed under this Addendum shall automatically terminate upon the expiration or termination of the Agreement.

In the event of any conflict or inconsistency between an applicable SOW, this Addendum, and the Agreement, the terms of this Addendum shall govern and control with respect to the Professional Services, followed by the Agreement, and lastly the applicable SOW. However, the terms of the applicable SOW shall govern and control strictly and solely with respect to the specific scope, delivery, and timelines set forth therein. In the event of any conflict or inconsistency regarding pricing, billing, or fees, the applicable Order Form shall govern. Capitalized terms used but not defined in this Addendum shall have the meanings ascribed to them in the Agreement.

1. Warranties

a. Cloudflare warrants to Customer that it will provide the Professional Services in a professional and workmanlike manner consistent with applicable industry standards. In the event of a breach of the foregoing warranty, as Customer’s sole and exclusive remedy, Cloudflare shall (a) correct the non-conforming Professional Service or Deliverable at no additional charge to Customer, or (b) in the event Cloudflare is unable to correct such non-conformity after good-faith efforts, refund to Customer the pro-rated amounts paid for the non-conforming Professional Service or Deliverable. This warranty shall be valid for a period of thirty (30) days from the date of performance of the applicable Professional Service or delivery of the Deliverable (the "Warranty Period"), provided that Customer notifies Cloudflare in writing of the specific non-conformity within the Warranty Period. Once a Deliverable is deemed accepted under the SOW, this warranty shall apply only to material non-conformities that were not reasonably discoverable prior to such acceptance. Re-performance of the Service or the pro-rated refund as described above constitutes the exclusive remedy for a breach of this warranty. Cloudflare’s obligations hereunder do not apply to any non-conformity caused by Customer’s (i) unauthorized modifications to the Deliverables; (ii) use of the Deliverables in violation of the SOW or the Agreement; (iii) failure to provide a suitable environment for the Services; or (iv) use of the Deliverables outside of the specific environment and configuration for which they were originally designed and implemented. TO THE EXTENT PERMITTED BY LAW, CLOUDFLARE DISCLAIMS ALL OTHER WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

b. Except for the express warranties set forth in Section 1(a) above, the Professional Services and any resulting Deliverables (including, without limitation, any custom Terraform modules, scripts, or automation software) are provided to Customer strictly on an "AS IS" and "AS AVAILABLE" basis. Cloudflare shall have no obligation whatsoever to provide any ongoing maintenance, support, bug fixes, updates, or sustaining engineering for the Deliverables following their handover to Customer. Customer assumes all risk and liability arising from the deployment, execution, modification, and ongoing use of the Deliverables in Customer's environment. In no event shall Cloudflare be liable for any indirect, incidental, special, consequential, or exemplary damages, including but not limited to system downtime, infrastructure misconfiguration, security breaches, or loss of data, resulting from Customer's use or inability to use the Deliverables. Customer understands that its use of the Cloudflare products and services, and Customer’s or Cloudflare’s configuration of the Cloudflare products, does not guarantee Customer’s compliance with any law or regulation, including data privacy laws. Customer understands that it has an independent duty to comply with all laws applicable to Customer.

c. Customer understands that its use of the Internet has inherent risks from third parties such as bots, viruses, malicious code, phishers, DDoS attackers, and hackers, and while Cloudflare’s products and services may mitigate these risks, Cloudflare is not responsible or liable for the acts of third parties, the failure or configuration of third-party products or services used by Customer (including but not limited to hosting providers, firewalls, or load balancers), or any damages directly or indirectly caused by third parties, under any circumstance or theory of causation or liability, regardless of any Professional Services performed by Cloudflare to implement, tune, or configure Cloudflare products.

2. Customer Responsibilities

Customer will supply in a timely manner any information, materials, credentials, access to infrastructure, and other actions necessary for Professional Services, including, as applicable, data, specifications, management decisions, approvals, authorizations (to access necessary Customer accounts and infrastructure), and other information and material, at Customer’s cost, for Cloudflare’s use in carrying out the Professional Services (“Customer Inputs”). Customer may further provide equipment and software (“Project Tools”) to Cloudflare for Cloudflare to provide the Professional Services. Customer shall be

responsible for all license, procurement, maintenance, and security related to the Customer Inputs or Project Tools. Cloudflare's failure to perform or any delay in performing the Professional Services shall be excused to the extent caused by (i) Customer's delay, failure to provide Customer Inputs or Project Tools, or failure to perform its obligations under the SOW, or (ii) any actions taken by Cloudflare or its personnel at Customer's direction. Customer is solely responsible for the security, management, and timely revocation of all Project Tools, credentials, and access rights provided to Cloudflare personnel upon completion of the Professional Services.

3. Subcontractors

Cloudflare may engage subcontractors ("Subcontractors") to perform its obligations under the SOW. Cloudflare remains responsible for the performance of such Subcontractors and will ensure they are bound by confidentiality obligations no less protective than those in the Agreement. If Cloudflare engages a Subcontractor not already included on Cloudflare's public subprocessor lists, Cloudflare will notify the Customer's project manager or primary contact via email. To ensure project continuity, Customer shall have ten (10) days from the date of such notice to provide any concerns regarding the Subcontractor's processing of personal data; otherwise, the Subcontractor will be considered approved to begin work.

4. Intellectual Property

a. As between Customer and Cloudflare, Customer retains all intellectual property rights to any of Customer's materials that it or its agents provide to Cloudflare, unless otherwise agreed to in writing ("Customer Materials"). Customer hereby grants Cloudflare a non-exclusive, royalty-free license to use the Customer Materials as needed to provide the Professional Services. Customer shall defend, indemnify, and hold Cloudflare harmless from any and all claims, losses, deficiencies, damages, liabilities, costs, and expenses (including reasonable attorney's fees) incurred by Cloudflare as a result of any claim, judgment, or adjudication against Cloudflare related to or arising from a claim that Cloudflare's permitted use of the Customer Materials infringes the intellectual property rights of a third party.

b. Cloudflare owns all intellectual property rights to the Cloudflare Technology (as defined in the Agreement), including the Cloudflare Services and Deliverables, and any Intellectual Property Rights developed by Cloudflare or its Subcontractors while performing Professional Services, including the Deliverables. The parties agree that no Cloudflare Technology shall constitute "work made for hire" as that term is defined in Section 101 of the US Copyright Act.

c. Subject to Section 4.a. of this Addendum, Cloudflare grants to Customer a royalty-free, nontransferable, and non-assignable license to use the Deliverables (and any Cloudflare Technology incorporated therein) for the duration of Customer's authorized use of the Cloudflare Services. Customer's use of the Deliverables is permitted only in connection with its use of the Cloudflare Services as defined in the Agreement.

5. Residual Rights

Cloudflare shall be free to use for any purpose the residuals resulting from its performance of the Professional Services. The term "residuals" means any information, concepts, techniques, or know-how retained in the unaided memory of Cloudflare personnel ("Residuals") who have had access to Customer's information. A person's memory is "unaided" if they have not intentionally memorized the information for the purpose of retaining, using, or disclosing it outside of the scope of this transaction. Cloudflare shall not be obligated to limit or restrict the assignment of its personnel or to pay royalties for any work resulting from the use of residuals. For clarity, this Section does not transfer ownership to any patents, trademarks, or copyrights of the Customer.

6. Personnel and Resourcing

Cloudflare reserves the right to replace or reassign personnel assigned to a project at its sole discretion, provided that any replacement personnel possess substantially similar qualifications and experience.

7. Non-Solicitation

During the term of an applicable SOW and for a period of twelve (12) months thereafter, Customer shall not, directly or indirectly, solicit for employment or hire any Cloudflare personnel who performed Professional Services under that SOW. This restriction shall not apply to the hiring of any individual who responds to a general public advertisement or job posting not specifically directed at Cloudflare personnel.