SaaS Services Addendum

This SaaS Services Addendum ("SaaS Addendum") supplements, but does not replace, the Statement of Work ("SOW") and Vendor Master Terms and Conditions ("Master Terms") entered into by and between Squarespace, Inc. ("Squarespace") and Vendor (as defined in the applicable SOW). The SOW and Master Terms are, collectively, the "Agreement". In the event of a conflict between the terms and conditions of this SaaS Addendum and the Agreement, the terms and conditions of this SaaS Addendum shall supersede and control, unless the SOW specifically identifies the provision(s) of the SaaS Addendum to be amended, in which case such amended terms shall apply only to that individual SOW and not to any other SOW. Capitalized terms used but not defined herein have the meanings assigned to them in the Agreement.

1. Additional Definitions

1.1. "Disaster" means a serious disruption of the functioning of an organization, causing widespread human, business interruption, material, or environmental losses that exceed the ability of the organization to cope using only its own resources.

1.2. "Downtime" means any period of time, scheduled and unscheduled, when the SaaS Services are not available for use. Scheduled downtime must: (i) be provided in writing to Squarespace at least seventy-two (72) hours in advance; (ii) occur outside the hours of 6 a.m. to 11:30 p.m. Monday through Friday Eastern Time; (iii) not exceed two (2) hours in any twenty-four (24)-hour period; and (iv) not exceed four (4) hours in any calendar month.

1.3. "Hazard" means an existing or unusual occurrence in the natural or human-made environment that may adversely affect human life, property or activity due to a Disaster, including without limitation destruction of data storage, retrieval, and processing facilities, hazardous materials release, loss of data systems integrity from breaches of security, power failures, structural failures, telecommunications failures, transportation failures, earthquakes, floods, hurricanes, landslides, tornadoes, tsunamis, volcanoes, wild or forest fires, windstorms and winter storms.

1.4. "Hosting Services" means Services comprising the hosting, maintenance, and administration of the Solution on servers or information systems owned, leased, or otherwise used by Vendor and the support of such electronic communications capabilities as Squarespace and Vendor may agree upon in order to provide Squarespace with remote access to the Solution.

1.5. "SaaS Services" means the services provided by Vendor, including Hosting Services, relating to the Solution as may be further described in an SOW.

1.6. "Solution" means the computer software, in object code form, identified in an SOW including without limitation all Updates thereto.

1.7. "Update" means and includes the modifications or revisions made to the Solution to: (i) improve upon or repair existing features or operations within the Solution, including without limitation bug fixes, error corrections, enhancements, new versions, new features, upgrades and improvements thereto; (ii) ensure compatibility with new releases of existing systems (including without limitation hardware, operating systems and middleware) and external services through standardized interfaces; or (iii) comply with applicable laws, regulations, industry standards, or market practice.

2. SaaS Services

Vendor will provide those SaaS Services described in the SOW, including:

2.1. Setup and Configuration. Vendor will implement and configure the SaaS Services as required by Squarespace in order for Squarespace to use, and for Vendor to host, the SaaS Services as contemplated by the Agreement.

2.2. Training. Vendor will provide technical assistance and training as provided in an SOW and/or as Squarespace may reasonably request. All training services will be at no additional charge unless a fee for such training services is specified in a SOW.

2.3. Hosting Services. Hosting Services will be provided from the physical location(s) set forth in an SOW or at such other location(s) as the parties may agree upon in writing.

2.4. Updates, Improvements. Vendor will make available to Squarespace (at no additional cost) all Updates, and any documentation for such Updates, to the SaaS Services. Vendor will ensure that (i) new features or enhancements to existing features are synchronized with the previous version; and (ii) Updates will not degrade the performance, functionality, or operation of the SaaS Services. Vendor will develop and make available to Squarespace all modifications and revisions required for the SaaS Services to operate in compliance with applicable laws and regulations.

3. SLAs

3.1. Availability, Service Credits. Vendor will provide the Hosting Services and maintain availability of the Solution at a level of ninety-nine point ninety-nine percent (99.99%) for each calendar month during the term of the Agreement ("Availability"). The percentage of Availability is calculated by subtracting the number of hours of
Downtime in a calendar month from the number of hours in a calendar month, divided by the number of hours in a calendar month. Vendor will measure, monitor, and calculate the Availability of the SaaS Services for each calendar month and provide a report to Squarespace detailing such Availability within thirty (30) days of the end of each calendar month. For each tenth of one percent (0.1%) of Availability less than ninety-nine point ninety-nine percent (99.99%) for any calendar month, Squarespace will receive, at its election and in its sole discretion: (i) five (5) days of SaaS Services at no additional charge; or (ii) a credit equal to the value of five (5) days of SaaS Services. In the event Availability falls below ninety-nine point ninety-nine percent (99.99%) for more than: (a) three (3) days in any calendar month, Squarespace will be entitled to an amount equal to the greater of one thousand dollars ($1,000) or two point five percent (2.5%) of the total amounts paid to Vendor for the preceding twelve (12) month period, and may also, at its election and in its sole discretion, immediately terminate the Agreement and receive a prorated refund of any payments made through the date of termination; or (b) six (6) days in any calendar month, Squarespace will be entitled to an amount equal to the greater of three thousand dollars ($3,000) or seven point five percent (7.5%) of the total amounts paid to Vendor for the preceding twelve (12) month period, and may also, at its election and in its sole discretion, immediately terminate the Agreement and receive a prorated refund of any payments made through the date of termination.

### 3.2. Technical Support

Vendor will make technical support available to Squarespace at no extra charge by toll-free phone and/or e-mail during the hours of 8 a.m. to 8 p.m., Monday through Friday Eastern Time. Vendor’s support Personnel will provide remote assistance for using the SaaS Services and accepting reports of errors. Vendor will ensure that each of its Personnel performing support services are experienced and qualified in the use, maintenance and support of the SaaS Services.

### 3.3. Error Correction

For any error in the SaaS Services reported to Vendor by Squarespace (the Severity Level to be reasonably determined by Squarespace), Vendor will respond as follows:

<table>
<thead>
<tr>
<th>Severity Level</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>any emergency condition that makes use of any portion of the SaaS Services impossible or significantly impaired and requires an immediate solution that is not already available to Squarespace.</td>
</tr>
<tr>
<td>2</td>
<td>any condition, other than a Severity Level 1 problem, that makes use of any portion of the SaaS Services difficult, which Squarespace cannot reasonably circumvent or avoid on a temporary basis without significant time or effort.</td>
</tr>
<tr>
<td>3</td>
<td>any limited problem or condition, other than any Severity Level 1 or 2 problem, that is not critical in that no loss of SaaS Property occurs and that Squarespace can reasonably circumvent or avoid on a temporary basis without significant time or effort.</td>
</tr>
<tr>
<td>4</td>
<td>a minor condition or documentation error that Squarespace can easily circumvent or avoid, and which is not a Severity Level 1, 2 or 3 problem. New feature suggestions or requests for new functionality in existing SaaS Services are also classified as Severity Level 4.</td>
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</tbody>
</table>

Vendor will respond to an error, depending on the Severity Level, within the time frames set forth in the chart below, starting from the time Squarespace notifies Vendor of the error.

<table>
<thead>
<tr>
<th>Severity Level</th>
<th>Response Time</th>
<th>Workaround Time</th>
<th>Resolution Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1</td>
<td>Within thirty (30) minutes</td>
<td>1 hour</td>
<td>Four (4) hours</td>
</tr>
<tr>
<td>Level 2</td>
<td>Within four (4) hours</td>
<td>Four (4) hours</td>
<td>One (1) day</td>
</tr>
<tr>
<td>Level 3</td>
<td>Within one (1) day</td>
<td>One (1) day</td>
<td>Seven (7) days</td>
</tr>
<tr>
<td>Level 4</td>
<td>Within one (1) day</td>
<td>One (1) day</td>
<td>Earlier of thirty (30) days or next Update</td>
</tr>
</tbody>
</table>

### 4. SaaS Operations

#### 4.1. Alterations: Relocation

Except as provided in this SaaS Addendum or as required by law, Vendor will not: (i) materially alter, modify, change, remove or disable access to all or any portion of the SaaS Services without providing Squarespace thirty (30) days’ prior written notice, or (ii) materially alter, modify, change, remove or disable access to all or any portion any SaaS Property stored on any server for any reason, without Squarespace’s prior written consent in each instance. If any server or information system used to provide SaaS Services is relocated, Vendor will provide Squarespace at least ninety (90) days’ advanced written notice of such relocation and will use best efforts to ensure continuity of the SaaS Services.

#### 4.2. Loss Control

Vendor will be responsible for maintaining its facilities and operations in accordance with applicable and prudent safety, security, fire protection, and loss control standards, including without limitation redundancy and alternate routing processes. Upon Squarespace’s request, Vendor will allow Squarespace and its designated representatives to visit and perform loss control audits of the facility and operations and Vendor will cooperate in the resolution of reasonable recommendations made.
5. Business Continuity Plan

Vendor will develop and keep current a formal business continuity plan that details strategies for response to, and recovery from, a broad spectrum of potential Disasters that could disrupt operations and timely delivery of SaaS Services. The business continuity plan will include: (i) a baseline material Hazard analysis; (ii) a written recovery plan and documented emergency and incident response procedures; (iii) a mitigation plan to prevent losses or minimize effects of unavoidable ones; and (iv) a crisis communication plan. Vendor will conduct an annual test and evaluation of its business continuity plan, which upon request by Squarespace may be witnessed by Squarespace, to ensure expected systemic and process responsiveness from Vendor. Upon Squarespace’s request, Vendor will make its business continuity plan and the annual evaluation available to Squarespace or its designated representatives for review.

6. Audits

Vendor represents, warrants, and covenants that it has completed an SSAE 16 Type II audit, within the calendar year prior to the effective date of the applicable SOW for SaaS Services, and will provide Squarespace a copy of the report upon request. During the term of the Agreement, Vendor will continue to undergo SSAE 16 Type II audits on an annual basis and provide Squarespace copies of such reports on or before November 30th of each calendar year at no cost to Squarespace. Notwithstanding the foregoing, if Squarespace discovers errors in the SSAE 16 report or if the SSAE 16 report is incomplete or delivered after the deadline, Vendor hereby grants Squarespace access to Vendor’s information systems, records, and facilities to conduct an audit.