

### Vendor Master Terms and Conditions

This Vendor Master Terms and Conditions (this "Master Terms") supplements, but does not replace, any Statement of Work (each, a "SOW" and collectively, the "SOWs") entered into by and between Squarespace and Vendor (each as defined in the applicable SOW). The SOW(s) and this Master Terms are, collectively, the "Agreement". Any terms not defined in this Master Terms shall have the meaning set forth in the SOW. If any term or provision of a particular SOW conflicts with this Master Terms, the term or provision of the SOW shall prevail, but only as to such particular SOW.

#### 1. Statements of Work/Services

1.1. SOWs. Vendor and its: (a) employees; and (b) agents, consultants, subcontractors and other personnel that have been approved by Squarespace in writing (and subcontractors engaged in accordance with Section 3.2 hereof) (together, the "Personnel") shall perform the Services (as defined in the applicable SOW) and any Additional Services, if applicable (as defined below), diligently and in a timely manner. Each SOW shall be subject to this Master Terms and, together with any other terms attached to the SOW or incorporated by reference, will constitute a standalone contract for the applicable Services between Vendor and Squarespace. Unless specifically provided otherwise in this Master Terms or the applicable SOW, Vendor shall supply all labor, materials, equipment, supervision and all other items and services necessary in the performance of the Services, and shall perform all Services at Vendor's own facilities and property. Vendor agrees to promptly notify Squarespace in writing if it believes that Squarespace is not complying with any of its obligations, or if any assumption upon which a fee structure or anticipated completion date is based is proving to be incorrect. All Services (and any Additional Services, if applicable) shall be subject to Squarespace's prior written approval.

1.2. Additional Services. It is understood that from time to time during the term of the Agreement, Squarespace may require Vendor to perform services that are a material increase to the scope of the Services (such additional services, the "Additional Services"). If Squarespace requests Additional Services, Vendor shall provide Squarespace with a written proposal detailing the scope of such Additional Services and the compensation Vendor shall receive therefor based on the rates included in the applicable SOW, and Squarespace shall, at its sole option, authorize in writing the scope of such proposed Additional Services presented by Vendor and compensation payable to Vendor for the full performance thereof. In the event Vendor fails to secure such written authorization from Squarespace relating to such Additional Services, any such work thereafter performed shall be deemed a part of the Services and Vendor shall not be entitled to any additional compensation in respect thereof.

1.3. Performance of Services. Vendor shall deliver and perform all Services: (a) in accordance with the terms and subject to the conditions set forth in the applicable SOW and this Master Terms; (b) using personnel of required skill, experience and qualifications; (c) in a timely, professional and workmanlike manner in accordance with standards generally accepted in Vendor's industry; and (d) to the reasonable satisfaction of Squarespace. For the sake of clarity, nothing in the Agreement shall be construed to prevent Squarespace from itself performing or from acquiring services from other vendors that are similar to or identical to the Services.

#### 2. Term and Termination

2.1. Term. The term of the Agreement shall commence on the SOW Effective Date and shall continue in effect for the SOW Term of all applicable SOWs, unless otherwise terminated as provided herein.

2.2. Termination for Convenience. Squarespace may terminate any SOW, in whole or in part, for convenience upon thirty (30) days' written notice. In the event of termination under this Section 2.2, Vendor shall be paid all fees and expenses in accordance with the applicable SOW for Services provided through the effective date of termination.

2.3. Termination for Cause. Squarespace may terminate the Agreement, in whole or in part: (a) immediately in the event of a material breach by Vendor involving confidentiality, security, personal data, Data Privacy Laws (as defined below) or personal safety; (b) immediately upon the occurrence of a Release Event (as defined below); (c) upon written notice if Vendor breaches the Agreement and fails to cure such breach, if such breach is capable of cure (which such determination shall be made at Squarespace's sole discretion) within thirty (30) days of receipt of notice of such breach; or (d) as otherwise stated in the Agreement. Vendor may terminate the Agreement, in whole or in part, upon written notice if Squarespace materially breaches the Agreement and fails to cure such breach within thirty (30) days of receipt of notice of such breach. If the Agreement is terminated pursuant to this Section 2.3, the terminating party reserves cumulatively all other remedies and rights under the Agreement, at law and in equity.

2.4. Obligations Upon Termination. Upon termination of the Agreement or any SOW, Vendor shall: (a) immediately discontinue the performance of any applicable Services except as shall be necessary (as determined by Squarespace in its sole discretion), and solely upon Squarespace's direction, to effect an orderly and effective wind-down and transition of Vendor's activities to Squarespace and/or its designees; (b) promptly deliver to Squarespace all documents, work product and other materials, whether or not complete, prepared by or on behalf of Vendor in the course of performing the Services; and (c) comply with all its other obligations in the Agreement, including in Section 5. If Squarespace terminates the Agreement pursuant to Section 2.3 hereof, Vendor shall provide Squarespace with a prorated refund of any fees paid through the effective date of termination.

### 3. Compliance with Squarespace Policies

3.1. General Compliance. Vendor shall, and shall cause its Personnel to, comply with: (a) any law, statute, ordinance, rule, regulation, order or determination of any governmental authority applicable to the Agreement or the Services, along with applicable industry standards (collectively, "Applicable Laws"); and (b) any Squarespace regulatory compliance, security, work site or other requirements as set forth herein or as otherwise provided to Vendor. To the extent that work is performed at Squarespace facilities, no Squarespace property, notes, work papers, or other material or records, of any kind, shall be removed by Vendor from Squarespace facilities without prior written approval from Squarespace.

3.2. Subcontractors. No person other than an employee of Vendor shall be assigned to perform the Services without prior written consent of Squarespace. Notwithstanding the foregoing, Vendor may engage a subcontractor without such consent if such subcontractor: (a) will not work directly with Squarespace personnel, property, products, services, or materials; (b) will not have access to Squarespace's Confidential Information; and (c) will not create Source Code or other Intellectual Property.

3.3. Background Checks. Except where prohibited by Applicable Laws, Vendor certifies to Squarespace that it has conducted appropriate background checks and that no Personnel assigned to perform the Services shall have any prior felony or misdemeanor convictions or pending criminal charges. In addition, prior to or during Personnel's engagement with Squarespace, Squarespace may, at its option and expense, conduct background checks on any Personnel assigned to work onsite at Squarespace facilities. Vendor shall cause its Personnel to cooperate in connection with any background check requested hereunder, including signing such consents as may be reasonably required. The failure of any individual to provide such cooperation shall be grounds for prompt removal under Section 3.6 hereof.

3.4. Work Authorization. Vendor certifies that all Personnel assigned to perform Services in the United States are legally authorized to work in the United States.

3.5. Regulatory Compliance. Vendor has and shall obtain all necessary regulatory approvals, licenses and permits applicable to its business, and Vendor shall and shall cause its Personnel to perform the Services in a manner that complies with, and that allows Squarespace to be in compliance with, all Applicable Laws. Without limiting the foregoing, Vendor represents and warrants that it has complied, and shall comply and cause its Personnel to comply with: (a) the U.S. Foreign Corrupt Practices Act and any other Applicable Laws regarding the offering of unlawful or improper inducements; and (b) all applicable U.S. export controls.

3.6. Responsibility for Personnel. Vendor is responsible for, and assumes all liability, with respect to: (a) any of its Personnel performing Services, including any failure of its Personnel to comply with any duties or obligations imposed on Vendor under the Agreement; and (b) any claims made by its Personnel against Squarespace. Squarespace may request removal of any Personnel from the applicable project for any lawful reasons and Vendor shall immediately remove such Personnel. Squarespace shall not be responsible for any costs associated with any training, orientation or other steps necessary to bring replacement Personnel (regardless of the reason for such replacement) to the same level of knowledge of the Services as the replaced person(s). Squarespace's sole point of contact regarding the Services will be the Vendor contact person listed in the applicable SOW. Notwithstanding the foregoing, the parties may subsequently agree upon additional Vendor points of contact.

### 4. Confidentiality; No Publicity

4.1. Definitions. "Confidential Information" means, to the extent previously, presently or subsequently disclosed by or for the disclosing party ("Discloser") to the receiving party ("Recipient") or accessed by Recipient in connection with Recipient's performance of the Agreement, all financial, business, legal and technical information of Discloser or any of its affiliates, suppliers, customers and employees (including information about research, development, operations, marketing, transactions, regulatory affairs, discoveries, inventions, methods, processes, articles, materials, algorithms, software, specifications, designs, drawings, data, strategies, plans, prospects, know-how and ideas, whether tangible or intangible, and including all copies, abstracts, summaries, analyses and other derivatives thereof), that is marked or otherwise identified as proprietary or confidential at the time of disclosure, or that by its nature would be understood by a reasonable person to be proprietary or confidential. Confidential Information includes the Agreement, the terms and conditions of the Agreement, and information exchanged in the course of negotiating the Agreement. Confidential Information shall not include any information that: (a) was rightfully known to Recipient without restriction before receipt from Discloser; (b) is rightfully disclosed to Recipient without restriction by a third party; (c) is or becomes generally known to the public without violation of the Agreement by Recipient; or (d) is independently developed by Recipient or its employees without access to or reliance on such information. Discloser represents and warrants to Recipient that it is authorized to disclose any and all Confidential Information made available to Recipient under the Agreement. For clarity, as between Squarespace and Vendor, any Squarespace data collected, used, processed or stored by Vendor is Squarespace Confidential Information.

#### 4.2. Terms Relating to Confidential Information

(a) Recipient will not at any time: (i) disclose, sell, license, transfer, or otherwise make available to any person or entity any Confidential Information of the Discloser; or (ii) use, reproduce, or copy any Confidential Information of the Discloser, except as necessary in connection with or as set forth in the Agreement. Recipient may disclose Confidential Information of the Discloser to Recipient's employees, and to any of Recipient's subcontractors who are bound to Recipient by confidentiality obligations substantially equivalent to those set forth herein, solely as required in order for Recipient to perform its obligations under the Agreement, or in the case of Squarespace, to receive the Services and/or to

use any materials provided by a subcontractor. Recipient may disclose Confidential Information of the Discloser if required to do so under Applicable Laws, provided that Recipient gives the Discloser prompt written notice of such requirement (unless expressly prohibited in writing in such subpoena, court order, or other legal process) prior to such disclosure and takes reasonable steps to protect the Confidential Information from public disclosure, and provided further that any such disclosure is limited to the minimum extent necessary to comply with the legal requirement.

(b) All Confidential Information will remain the Discloser's property and all documents, electronic media, and other tangible items or portions thereof, which contain Confidential Information of the Discloser will be, upon the Discloser's written request and at the Discloser's sole discretion, promptly: (i) delivered to the Discloser; or (ii) destroyed. Notwithstanding the foregoing, Squarespace will not be required to remove copies of Vendor's Confidential Information from any backup media or servers.

(c) Due to the unique nature of the Confidential Information, the parties agree that any breach or threatened breach of this Section 4 may cause not only financial harm to Discloser, but also irreparable harm for which money damages may not be an adequate remedy. Therefore, Discloser shall be entitled, in addition to any other legal or equitable remedies, to seek an injunction or similar equitable relief against any such breach or threatened breach without the necessity of posting any bond.

(d) Notwithstanding any other provision of the Agreement, if Vendor is an individual: (i) Vendor will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that: (A) is made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and (2) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding; and (ii) Vendor files a lawsuit for retaliation by Squarespace for reporting a suspected violation of law, Vendor may disclose Squarespace's trade secrets to Vendor's attorney and use the trade secret information in the court proceeding if Vendor: (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

4.3. No Publicity. Neither party will issue or make, directly or indirectly, any press releases or other public announcements relating to the Agreement or the underlying transaction(s) between Squarespace and Vendor without the prior written approval of the other party. Each party reserves the right to withhold approval in its sole discretion.

## 5. Ownership

5.1. Intellectual Property Rights. "Intellectual Property" means any and all intellectual property, now known or hereafter recognized, whether registered or unregistered, in any jurisdiction worldwide, including: (A) trade secrets; (B) patents and patent applications; (C) trademarks and trademark applications; (D) service marks and service mark applications; (E) trade dress, logos, business names and trade names; (F) Internet domain names; (G) copyrights and copyright applications (and neighboring rights); (H) moral rights, paternity rights and/or integrity rights; (I) rights in databases and data collections; (J) design rights; (K) rights in know-how; (L) rights in utility models; (M) rights in inventions (whether patentable or not); (N) topography rights; (O) rights in data; (P) rights in software; and (Q) other proprietary rights. "Intellectual Property Rights" means all rights derived from or arising out of Intellectual Property.

### 5.2. Vendor Property

(a) Disclosure of Vendor Property. Vendor and/or Vendor's licensor(s) retain all rights, title and interests they possess in any Vendor Property that may be used by Vendor in connection with the Agreement. "Vendor Property" means Intellectual Property that: (i) was created prior to commencement of the Services without use of or reference to any Squarespace Property (as defined below); (ii) directly arises out of Vendor's business; and (iii) is not specifically created for Squarespace. Vendor represents, warrants and covenants that all Vendor Property: (1) was independently developed by Vendor without benefit, use, or inclusion of any Squarespace Property; (2) is owned by Vendor and/or owned by and validly licensed from a third party; and (3) is not protected from disclosure under a duty of confidentiality to a third party.

(b) License to Vendor Property. For Vendor Property incorporated into, required for use of, or provided with any Deliverables, Vendor grants to Squarespace and its subsidiaries and affiliates, on behalf of Vendor and its licensors, a worldwide, perpetual, irrevocable, royalty-free, fully paid up right and license under all Intellectual Property Rights to use, modify, reproduce, sell, license, sublicense, display, disclose, publish, perform, produce derivative works of or otherwise disseminate, distribute, exploit or transfer the Vendor Property for any Squarespace business purpose.

### 5.3. Deliverables

(a) "Deliverables" mean all developments, discoveries, inventions, products, product formulae, software, drawings, procedures, processes, specifications, reports, notes, documents, information, plans, reports, data or compilations of data, technology, source code, websites, and other materials made, conceived, reduced to practice or developed by Vendor alone or with others and improvements or modifications to, or derivatives of, any of the foregoing, which: (i) are identified as Deliverables in any SOW or purchase order; (ii) are created using or relying on Squarespace Confidential Information, Intellectual Property, information systems, or data (collectively, "Squarespace Property"); or (iii) use or incorporate Squarespace Property

(b) Except as may be expressly provided in the applicable SOW, Vendor shall not, directly or indirectly, disassemble, decompile, reverse engineer or use any other means to attempt to discover any source code or underlying designs, organization, structures, ideas or algorithms of any Squarespace Property or otherwise circumvent any technological measure that controls access thereto.

(c) Squarespace is the sole and exclusive owner of all Deliverables, including all Intellectual Property Rights therein, regardless of whether such Deliverables are specified in any SOW or purchase order. All Deliverables will be deemed a "work made for hire" as defined in Section 101 of the United States Copyright Act (as amended). To the extent that title to any of the Deliverables does not vest in Squarespace as the author or such works may not be considered "works made for hire," Vendor hereby irrevocably assigns and transfers to Squarespace all rights, title and interests therein, including all Intellectual Property Rights, and Vendor hereby irrevocably and unconditionally waives all enforcement of such rights (including any moral rights). All such Deliverables will belong exclusively to Squarespace, with Squarespace having the right to file for, obtain and to hold in its name any and all Intellectual Property Rights therein or related thereto. For purposes of this paragraph, Deliverables shall not include Vendor Property or any improvements, modifications or derivatives of Vendor Property; but shall mean any material developed by Vendor hereunder which is specifically related and unique to a Squarespace project or which incorporates Squarespace Property

(d) The parties agree that it shall be conclusively presumed that any patent applications arising out of or relating to an SOW which use or incorporate Squarespace Property or which otherwise relate to the Services, which Vendor may file within one (1) year after termination or expiration of an SOW, shall belong to Squarespace, and Vendor hereby assigns same to the Customer, as having been conceived or reduced to practice during the applicable SOW Term.

5.4. Assignment. Vendor will require and cause its Personnel and subcontractors to assign to Vendor all Deliverables. Vendor agrees to give Squarespace and any person designated by Squarespace, reasonable assistance, at Squarespace's reasonable expense, required to perfect the rights granted pursuant to the Agreement. Upon the earlier of the completion of the Services or the termination of the Agreement, Vendor will immediately turn over to Squarespace all materials related to the Services and/or all Deliverables pursuant to the Agreement.

5.5. Rights in Bankruptcy. All rights and licenses granted by Vendor pursuant to the Agreement will be deemed to be, for purposes of Section 365(n) of the Bankruptcy Code, 11 U.S.C. § 101 et seq., licenses of rights to "intellectual property" as defined under Section 101(35A) of the Bankruptcy Code, and software is, and will be deemed to be, "embodiment[s]" of "intellectual property" for purposes of same. Squarespace will retain and may exercise all of its rights and elections under the Bankruptcy Code or equivalent legislation in any other jurisdiction. Without limiting the generality of the foregoing, Vendor agrees that the rights and licenses granted to Squarespace will not be affected by Vendor's rejection of the Agreement in bankruptcy and will continue to be subject to the Agreement. During the SOW Term, Vendor shall maintain a complete copy of the Source Code (as defined below) for the most current version of all software used or incorporated in, or essential to, the Services and/or Deliverables. "Source Code" means the human readable source code of software, together with any build tools (e.g., compilers, linkers and other related tools), compile/link scripts, logic diagrams, program comments, installation scripts and all other documentation and tools necessary for an ordinarily skilled programmer to understand and be able to address errors in or create ports, updates, enhancements or other modifications to such source code, or to recompile the same into fully functioning object code of the applicable software. Upon the occurrence of a Release Event, at Squarespace's request, Vendor shall deliver (or cause to be delivered) to Squarespace a complete duplicate of (or complete access to, as appropriate) such Source Code and any other Intellectual Property concerning the Services and Deliverables furnished by Vendor, if not already in Squarespace's possession. "Release Event" means: (a) Vendor files a bankruptcy petition (or an involuntary filing is made) that is not dismissed within one hundred twenty (120) days; (b) Vendor becomes insolvent, admits its inability to pay its debts generally as they become due, is dissolved or liquidated or makes a general assignment for the benefit of creditors; (c) Vendor engages in any other wind-down or discontinuation of its business, including liquidating or selling substantially all its assets where no satisfactory provision has been made for continued performance of its obligations under the Agreement; (d) Vendor materially breaches the Agreement and fails to cure such breach, if such breach is capable of cure (which such determination shall be made at Squarespace's sole discretion), within thirty (30) days after notice thereof; or (e) Vendor undergoes a merger, acquisition or other transfer of substantially all of the assets, business, or business division to which the Agreement relates, after which the surviving entity (or one of its affiliates or subsidiaries) is a company offering website building or hosting, email marketing, appointment scheduling, domain name sales or hosting, or any related services (collectively, "Competing Companies"). For the purpose of this Section 5.5, Competing Companies shall include, without limitation, Wix, Square/Weebly, GoDaddy, Mailchimp, Shopify, Web.com, Wordpress, Big Cartel, Big Commerce, Cargo Collective, Magento, Jimdo, Namecheap, Hover, Media Temple, Adobe, Domains.com, Appointment-Plus, Schedulicity, Appointy, Calendly, FullSlate, MindBody, 99 Designs and Webflow. Code provided in connection with a Release Event shall be delivered to Squarespace in both machine-readable form and human readable form that can be compiled or interpreted into equivalent machine-readable code. Vendor hereby grants Squarespace and its subsidiaries and affiliates a perpetual, irrevocable, worldwide, non-exclusive license to use, copy and modify the Source Code and to display machine-executable (object code) versions of the Source Code upon and following any Release Event.

5.6. Squarespace Trademarks. Vendor is not authorized to use and agrees it will not use any Squarespace trademarks, logos, service marks, trade names and/or legal notices pertaining thereto (collectively, "Squarespace Marks"); provided, however, in the event use of any Squarespace Mark is required to perform the Services, the parties agree as follows: subject to Vendor's strict compliance with the Agreement and Squarespace's brand guidelines posted at <https://www.squarespace.com/brand-guidelines/> (which, as may be updated from time to time, is incorporated herein by reference), Squarespace grants Vendor a limited, revocable, non-exclusive, non-assignable, non-transferable, non-sublicensable, royalty-free license, for the applicable SOW Term to use the designated Squarespace Marks in the form delivered by Squarespace, only for the territory in which Services will be delivered, and only as necessary to perform Services. All rights, title, and interests in the Squarespace Marks and the goodwill inuring thereto are the exclusive property of Squarespace.

5.7. No Publicity / Promotional Use. Neither party shall use the other party's name, logo, trademark or other designation or otherwise reference the other party or the Services, in connection with any advertising, press releases, publicity matters, customer lists or other promotional materials, without the other party's prior written consent. Each party reserves the right to withhold approval in its sole discretion.

5.8. Acknowledgement of Rights. Squarespace retains exclusive ownership of all rights, title and interests in and to the Squarespace Property and the Deliverables. Vendor will not, at any time during or after the applicable SOW Term, dispute or contest, directly or indirectly, Squarespace's exclusive rights and title in the Squarespace Property and the Deliverables. Squarespace reserves all rights not expressly granted herein, and Vendor does not obtain any rights in or to any Squarespace Property by virtue of providing the Services.

## 6. Network Security and Data Protection

### 6.1. Network Security

(a) "Network Communication" means: (i) any Vendor-hosted interface which Squarespace or its Users access; (ii) any access to Squarespace's information systems; (iii) any access, communication, contact, or interconnection between the information systems of Squarespace and Vendor; (iv) any access/exposure to or communication of Squarespace Property; or (v) any Vendor access to any Squarespace site. "User" means any actual or prospective user (including advertisers and content providers) of Squarespace products and/or services, and any officer, director, employee, agent, contractor, and representative of Squarespace or its subsidiaries or affiliates.

(b) If any Network Communication occurs in connection with the use or performance of the Services: (i) such Network Communication will be limited solely to Vendor's performance of its obligations under the Agreement; (ii) Vendor represents, warrants and covenants that it will not, and will not allow others to, download, install, implement or use any malicious code in connection with the Network Communication, upload any proprietary information from the Network Communication to any external site, use the Network Communication to send spam or otherwise abuse, disrupt or misuse the Network Communication in any way; (iii) Vendor represents, warrants and covenants that it will maintain industry-standard network security policies and practices in connection with its performance of the Services, and Additional Services (if applicable), and creation, development and delivery of the Deliverables; and (iv) Vendor will comply with any additional network security terms or conditions provided by Squarespace in connection with the Network Communication.

### 6.2. Data Protection

(a) The terms, "controller", "data subject", "personal data", "processing", "processor" and "supervisory authority" shall have the same meaning as in the General Data Protection Regulation (EU) 2016/679 (the "GDPR"), and their cognate terms shall be construed accordingly.

(b) "Data Privacy Laws" means all laws, statutes, regulations and regulatory guidance in relation to personal data, including, without limitation, the California Consumer Privacy Act (the "CCPA"), the Data Protection Act 2018 and the GDPR as transposed into EU member state law.

(c) Each party shall at all times during the term of the Agreement comply with its respective obligations under applicable Data Privacy Laws in performing its obligations under the Agreement.

(d) Where Vendor processes personal data on behalf of Squarespace, Squarespace (and/or its affiliates or Users) shall be controller and Vendor shall be the processor and/or sub-processor, as applicable, in relation to the personal data. Without limiting or affecting Section 6.2(c), the parties will comply with their respective obligations as set out in the Data Protection Schedule attached to this Master Terms as Schedule 1.

(e) Vendor shall collect, retain, use, disclose, and otherwise process Personal Information solely to fulfill its obligations to Squarespace under the Agreement, and on Squarespace's behalf, and for no other purposes. In no event shall Vendor attempt to link, identify, or otherwise create a relationship between Personal Information and non-Personal Information or any other data without the express authorization of Squarespace. Upon written request of Squarespace, Vendor shall assist Squarespace in complying with Squarespace's obligations under Data Privacy Laws to respond to requests to delete or access Personal Information. Vendor shall not sell Personal Information or otherwise disclose Personal Information for a commercial purpose. Vendor certifies that it understands its restrictions and obligations set forth in Data Privacy Laws and will comply with them. "Personal Information" means any information that: (i) can be used to identify, contact or locate a specific individual; (ii) can be used in conjunction with other personal or identifying information to identify, contact or locate a specific individual, including, for example, a persistent identifier, such as a customer number held in a "cookie" or processor serial number; or (iii) is defined as "personal information", "personal data" or a similar term by Data Privacy Laws.

## 7. Representations and Warranties

7.1. In General. Vendor represents, warrants, and covenants for itself and its Personnel that: (i) it is a validly existing business entity, duly licensed and qualified to carry on its business/operations and perform its obligations; (ii) it has all rights, licenses, permits, qualifications and consents necessary to perform its and/or their respective obligations; (iii) it will comply with all Applicable Laws; (iv) its performance under the Agreement does not and will not violate or cause a breach of the terms of any other agreement to which it is a party; (v) it is not in default of any other agreement and there are no proceedings threatened or pending under order of any court, arbitrator, administrative agency or other authority, which would affect performance of the Agreement; (vi) there are no undisclosed collective bargaining agreements or other labor agreements to which it is a party or by which it is bound; (vii) there is and has been no unfair labor practice complaint against it; (viii) Deliverables furnished hereunder are and will be: (a) new and free from defects in design, materials and workmanship; (b) of merchantable quality and fit for the purposes for which they are intended; and (c) free and clear of all liens, claims and encumbrances; (ix) it has all rights, licenses, permits, qualifications and consents necessary to grant Squarespace ownership and use of the Deliverables, and delivery to Squarespace of all rights

and licenses in and to the Deliverables does not violate any laws; (x) it will take all necessary precautions to prevent injury to any person or damage to any property while performing Services; (xi) the Services, the media on which the Services are performed and/or delivered, and the Deliverables, will be free of viruses, Trojan horses, worms, bots, backdoors, and/or other computer programming routines that may potentially damage, interfere with, intercept, disable, deactivate, or expropriate any Squarespace Property or User information (including Personal Information) (collectively, "Malware"); and (xii) any open source code used by Vendor has not and will not be used in any manner that could jeopardize Squarespace's rights or ability to commercialize any Squarespace Property.

7.2. Non-Infringement Warranty. Vendor warrants that neither the Services nor any Vendor Property, nor any combination thereof with any Squarespace Property, infringes or misappropriates the Intellectual Property Rights of any third party.

### 7.3. Remedies

(a) If the Services do not comply with Section 7.1(xi) hereof, in addition to any other remedies Squarespace may have, Vendor will (at Vendor's sole cost and expense) use continuous and diligent efforts to (i) immediately identify and remove said Malware; and (ii) assist Squarespace, at Squarespace's sole discretion, in mitigating any damage caused to Squarespace Property by said Malware.

(b) If the Services do not comply with Section 7.2 hereof, in addition to any other remedies Squarespace may have, Vendor will in the following order (at Vendor's sole cost and expense): (i) procure for Squarespace the right to continue using the affected Services; (ii) if applicable, replace the affected Services with conforming and/or non-infringing and non-misappropriating Services at no cost to Squarespace; (iii) modify the affected Services so that such Services conform or become non-infringing and non-misappropriating without detracting from their functionality or performance; or (iv) if the foregoing alternatives are not commercially available, cease providing the non-conforming or infringing Services and refund to Squarespace all fees paid to Vendor for such non-conforming or infringing Services within fifteen (15) days thereof.

## 8. Fees, Taxes, Expenses and Inspection

8.1. Invoicing. Vendor will invoice Squarespace in accordance with the Squarespace Vendor invoicing procedures posted at <https://www.squarespace.com/s/Vendor-Payment-Instructions.pdf>; (a) within thirty (30) days after Squarespace's acceptance of the Deliverables and/or Services (or other agreed payment milestones) in the case of Services performed on a fixed price basis; or (b) monthly in arrears by the tenth (10th) business day of a calendar month for the prior calendar month for all other charges, including charges for accepted Services priced on a variable unit rate or time and materials basis. Invoices shall indicate the names of the Personnel involved, dates of Services provided, detailed description of Services rendered, hours, rate and amount due. All amounts submitted in accordance with the Squarespace Vendor invoicing procedures which are not subject to a good faith dispute shall be payable within forty-five (45) days after Squarespace's receipt of the invoice.

8.2. Estimate of Fees Notification. As to any Services in which an estimate of fees is provided, Vendor shall notify Squarespace promptly if it anticipates for any reason that the actual fee may exceed the SOW Services estimate by more than ten (10%) percent. If the anticipated actual fee exceeds the SOW Services estimate by more than twenty (20%) percent, Squarespace reserves the right, at its election and in its sole discretion, to either immediately terminate the Agreement for cause, or to require Vendor to complete the Services for no greater than one hundred twenty (120%) percent of the SOW Services estimate.

8.3. Fee Disputes. Squarespace may withhold payments for any item(s) on Vendor's invoice that Squarespace reasonably disputes. Pending resolution of the dispute(s), Squarespace's non-payment of disputed items will not constitute a default and will not entitle Vendor to suspend or delay furnishing Services or terminate the Agreement, in whole or in part, and withheld payments will not be subject to any late payment or interest penalties.

8.4. Retention of Accounting Records. For a period of at least three (3) years after the date of the final payment under each SOW, Vendor shall maintain complete and accurate accounting records in connection with Services provided under the Agreement, sufficient to substantiate its charges. Vendor shall provide Squarespace or its designees reasonable access to such records for audit purposes during such period. If any audit reveals that Squarespace has overpaid any amounts, Vendor shall promptly remit to Squarespace such overpaid amounts.

8.5. Taxes. Vendor may charge and Squarespace will pay applicable sales taxes or value added taxes that Vendor is legally obligated to charge ("Taxes"), provided that such Taxes are stated on the original invoice that Vendor provides to Squarespace in accordance with the Agreement and such invoice states such Taxes separately and otherwise meets the relevant requirements for a valid tax invoice. Squarespace may provide to Vendor exemption documentation acceptable to the relevant taxing authority, in which case, Vendor shall not collect the Taxes covered by such documentation. Vendor will be responsible for all other taxes or fees arising (including interest, penalties and/or other additions thereto) from transactions and/or the documentation of transactions under the Agreement. Squarespace shall maintain the right to deduct or withhold any taxes that Squarespace determines it is obligated to withhold from any amounts payable to Vendor under the Agreement, and payment to Vendor as reduced by such deductions or withholdings will constitute full payment and settlement to Vendor of such amounts. Throughout the SOW Term, Vendor will provide Squarespace with any forms, documents, or certifications as may be required for Squarespace to satisfy any information reporting or withholding tax obligations with respect to any amounts payable under the Agreement. If Vendor is located outside of the U.S., Vendor represents and warrants that all Services are performed outside of the U.S.

8.6. **Ancillary Expenses.** Squarespace shall not be required to reimburse Vendor for any ancillary expenses incurred in the performance of the Services unless such expenses are reasonable, were actually incurred, were preapproved in writing by Squarespace, and are reasonably supported by documentation which shall be provided upon Squarespace's request.

8.7. **Inspection.** Squarespace has until thirty (30) business days after the receipt of a Deliverable ("**Acceptance Period**") to inspect, test, and accept or reject such Deliverable in writing. Vendor will provide (at no additional cost to Squarespace) such assistance as Squarespace may reasonably require while inspecting and testing any Deliverable. Squarespace may reject any Deliverable that Squarespace determines: (a) does not conform to the SOW or related documentation; or (b) contains defects in materials or workmanship. If Vendor is unable to correct a non-conforming Deliverable, at no additional cost to Squarespace, within ten (10) days after receipt of Squarespace's notification of non-conformance, Squarespace will, at its option: (i) be entitled to a refund of all fees, costs and expenses incurred in connection with such non-conforming Deliverable(s); (ii) be entitled to offset or adjust payments for such non-conforming Deliverable(s) against current or future payments to Vendor; or (iii) be entitled to immediately terminate the Agreement for cause. Neither Squarespace's acceptance nor rejection of any Deliverable will relieve, waive, or diminish any obligation Vendor may have under the Agreement.

## 9. Independent Contractors

The parties are independent contractors. Nothing herein will be construed as creating any agency, partnership, or other form of joint enterprise between the parties, and neither party may create any obligations or responsibilities on behalf of the other party.

## 10. Insurance

10.1. **Required Insurance Coverage.** Throughout the term of the Agreement, Vendor shall maintain, with financially sound and reputable insurers, the following minimum amounts of insurance coverage (in U.S. dollars): (a) workers' compensation as required by laws where Services are performed; (b) general liability with a minimum of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate; (c) auto liability (when autos are used as part of the Services) with one million dollars (\$1,000,000) combined single limit; (d) professional liability with a minimum of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate; (e) umbrella/excess liability: five million dollars (\$5,000,000) limit; and (f) fidelity bond/crime insurance with a minimum of one million dollars (\$1,000,000) per occurrence and aggregate, including third party liability or client coverage

10.2. **Certificate of Insurance.** Prior to the commencement of any Services hereunder, Vendor shall furnish Squarespace with a certificate of insurance evidencing compliance with the above provisions and naming "Squarespace, Inc." and any parties reasonably requested by Squarespace as additional insureds.

10.3. **General.** All insurance coverage required herein will provide primary coverage, without contribution from other insurance, for all losses and damages caused by the perils or causes of loss covered thereby. Vendor agrees to have included in each of the insurance policies required herein, a waiver of the insurer's rights of subrogation against Squarespace, its subsidiaries and affiliates and its insurers. Vendor must notify Squarespace of any material changes to Vendor's insurance policies.

## 11. Indemnification

Vendor shall defend, indemnify and hold harmless Squarespace and each of its partners, officers, directors, employees, agents, representatives and personnel ("**Squarespace Indemnitees**") from and against any and all liability, damages, losses, claims, demands, actions, proceedings (including arbitration), judgments, costs and expenses of every nature and kind asserted (including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under the Agreement and the cost of pursuing any insurance providers), commenced or threatened by a third party or Squarespace, whether actual or alleged, arising out of: (a) the gross negligence or willful misconduct of Vendor or its Personnel in the performance of any Services; (b) any claim that the Services or any Deliverables infringe upon or misappropriate the Intellectual Property Rights of any third party; (c) any claim that Vendor has failed to comply with Applicable Laws; (d) any claim brought by, on behalf of, or against any of Vendor's Personnel; or (e) any breach of any of Vendor's representations or warranties, or confidentiality obligations, as set forth in this Master Terms (including any Exhibits attached hereto) (collectively "**Indemnified Claim(s)**"). Squarespace will (at Vendor's sole expense) reasonably cooperate to facilitate the settlement or defense of such Indemnified Claim. Vendor is solely responsible for defending any Indemnified Claim against a Squarespace Indemnitee, subject to such Squarespace Indemnitee's right to participate with counsel of its own choosing at its own expense, and for payment of all judgments, settlements, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, resulting from all Indemnified Claims against a Squarespace Indemnitee; provided however, that Vendor will not agree to any settlement that imposes any obligation or liability on a Squarespace Indemnitee without such Squarespace Indemnitee's prior express written consent.

## 12. Limitation of Liability

EXCEPT FOR A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS IN SECTION 4 HEREOF, VENDOR'S BREACH OF SECTIONS 5, 6, AND/OR 7.1(xiii) HEREOF, AND VENDOR'S INDEMNIFICATION OBLIGATIONS IN SECTION 11, ABOVE: (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS OR LOST REVENUE, OR FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT; AND (B) IN NO EVENT SHALL EITHER PARTY BE

LIABLE TO THE OTHER PARTY IN AN AMOUNT THAT EXCEEDS THE TOTAL FEES RECEIVED BY VENDOR UNDER THE AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO SUCH CLAIM.

### 13. Force Majeure

Neither party will be liable for delay or failure to perform its obligations hereunder caused by an event of natural disaster, casualty, acts of God, riots, terrorism, governmental acts or such other event of similar nature that is beyond the reasonable control of the party ("Force Majeure Event") provided: (a) such occurrence could not have been avoided by commercially reasonable precautions and cannot be circumvented through the use of commercially reasonable alternative sources; and (b) such party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible. If the Services cannot be completed/provided due to a Force Majeure Event, Squarespace shall be entitled to a prorated refund of payments.

### 14. Notices

Any notices sent pursuant to the Agreement shall be in writing and shall be deemed to have been duly given on the day of service if served personally or upon receipt if mailed by certified mail, return receipt requested or a nationally recognized overnight courier, and addressed to the parties hereto at the following addresses (or at such other addresses as may be specified by either party in accordance with this Section):

If to Squarespace:                    Squarespace, Inc.  
    225 Varick Street, 12<sup>th</sup> Floor  
    New York, New York 10014  
    Attn: Legal Department

With a copy for any legal notices sent by email to [legal@squarespace.com](mailto:legal@squarespace.com)

If to Vendor:                            At the address set forth in the applicable SOW.

### 15. Governing Laws

The Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of laws provisions thereof. Exclusive jurisdiction and venue for any action arising under the Agreement shall be in the federal and state courts located in New York City, and both parties hereby consent to such jurisdiction and venue for this purpose.

### 16. General

Vendor may not assign or transfer the Agreement, in whole or in part, or any of its rights and obligations hereunder, without the prior written consent of Squarespace, which consent shall not be unreasonably withheld. Any purported assignment or transfer in violation of the preceding sentence shall be null and void. No assignment or transfer shall relieve Vendor of any of its obligations hereunder. The Agreement is binding on and inures to the benefit of the parties and their respective successors and permitted assigns. No waiver by either party of any of the provisions of the Agreement shall be effective unless explicitly set forth in writing and signed by the party against whom enforcement is sought. Except as otherwise set forth in the Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from the Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. All rights and remedies provided in the Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, in any other agreement between the parties, or otherwise. Despite the previous sentence, the parties intend that Vendor's exclusive remedy for Squarespace's payment breach shall be Vendor's right to damages equal to its earned but unpaid fees. In the event that any provision of the Agreement shall be determined to be invalid, illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement shall otherwise remain in full force and effect and enforceable. Any provision of the Agreement that contemplates performance or observance subsequent to termination or expiration of the Agreement (including confidentiality, limitation of liability, indemnification provisions and perpetual licenses) will survive termination or expiration of the Agreement, and continue in full force and effect thereafter. Whenever the words "include," "includes" or "including" are used in the Agreement, they shall be deemed to be followed by the words "without limitation." In any action or proceeding to enforce or interpret the Agreement, the prevailing party will be entitled to recover from the other party its costs and expenses (including reasonable attorneys' fees) incurred in connection with such action or proceeding and enforcing any judgment or order obtained. The Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. A facsimile or email of a signed copy of the Agreement or other copy made by reliable mechanical means may be relied upon as an original. The Agreement, including any exhibits, addenda and any SOW now or hereafter agreed to, represents the entire agreement and supersedes all previous agreements and understandings between the parties relating to the subject matter hereof, and may be changed only in a writing signed by both parties.



## SCHEDULE 1: Data Protection Schedule

Any terms not defined in this Data Protection Schedule (this “Schedule”) shall have the meaning set forth in the rest of the Agreement.

1. Vendor (as processor) agrees with Squarespace (as controller) that it shall take reasonable steps to:

(a) process the personal data only in accordance with Squarespace’s documented instructions as set out in the Agreement, this Schedule and/or as otherwise required for Vendor to provide the Services in accordance with the terms of the Agreement and/or as otherwise instructed in writing by Squarespace from time to time, unless required to do so by mandatory EU or national law to which Vendor is subject; in such cases Vendor will, unless expressly prohibited by such law, inform Squarespace of such legal requirement prior to any such processing;

(b) ensure that the Personnel that process the personal data are subject to appropriate contractual or statutory obligations of confidentiality;

(c) implement technical and organizational security measures in relation to the personal data, which may update from time to time, and Vendor shall provide to Squarespace upon request;

(d) taking into account the nature of Vendor’s processing activities in respect of personal data and at Squarespace’s request, assist Squarespace by appropriate technical and organizational measures, insofar as this is possible, to fulfil Squarespace’s obligations to respond to requests made by data subjects in relation to their rights under Data Privacy Laws;

(e) taking into account the nature of Vendor’s processing of the personal data and the information available to Vendor: (i) notify Squarespace of a breach in relation to the personal data without undue delay; and (ii) at Squarespace’s request provide reasonable assistance to Squarespace in relation to any mandatory obligations applicable to the controller in relation to such breach, under Data Privacy Laws, in each case (i) and (ii) at Squarespace’s reasonable cost except to the extent that the breach was caused by Vendor;

(f) taking into account the nature of Vendor’s processing of the personal data and at Squarespace’s cost and request, provide reasonable assistance to Squarespace in relation to any mandatory obligations applicable to the controller in relation to: (i) the performance of data protection impact assessments (where applicable) by the controller under Data Privacy Laws; and, where applicable, and (ii) carrying out consultations with the supervisory authority;

(g) at the election of Squarespace, delete or return all the personal data to Squarespace at the end of the term of the Agreement and delete existing copies of such data unless Vendor is subject to a legal requirement to store such data beyond the term of the Agreement;

(h) not have the personal data processed by a data sub-processor, except to the extent (i) authorized by Squarespace under paragraph 2(a) below; and (ii) any such data sub-processor is bound by the same data protection obligations as contained in paragraph 1 of this Schedule in respect of the personal data; and

(i) to the extent required by Data Privacy Laws, and at Squarespace’s request, make available to Squarespace information necessary to demonstrate compliance with its data protection obligations under this Schedule and allow for and contribute to audits, including inspections, conducted by the controller or another auditor mandated by the controller, but in each case only in relation to the personal data.

2. Squarespace agrees and acknowledges that:

(a) with respect to paragraph 1(h) above, Vendor is hereby given a general authorization to have the personal data processed by a data sub-processor to the extent that: (i) the engagement of the data sub-processor is reasonably necessary for the provision of the Services in accordance with the terms of the Agreement; and (ii) any such data sub-processor is bound by the same data protection obligations as contained

herein. Vendor shall inform Squarespace of any intended changes concerning the addition or replacement of data sub-processors reasonably in advance of any such changes, thereby giving Squarespace the opportunity to object.

(b) Vendor may transfer and otherwise process or have transferred or otherwise processed the personal data outside the European Economic Area, including by any data sub-processor of Vendor, provided that the necessary legal conditions for such transfer and processing apply to such transfer and processing, including without limitation, if applicable, EU Standard Contractual Clauses, certification under the EU-U.S. and Swiss-U.S. Privacy Shield or the existence of an in force European Commission positive adequacy decision under Article 45 of the GDPR which covers such transfer.

(c) Squarespace shall not, by act or omission, cause Vendor to violate any Data Privacy Laws, notices provided to, or consents obtained from, data subjects as a result of Vendor’s or its data sub-processors’ processing personal data.

(d) The following table describes the subject, scope, nature and purpose of the personal data processing governed by the provisions of the Agreement (including this Schedule), of which this table forms an integral part. The applicable categories of data subjects and personal data shall be determined by Squarespace:

Subject Matter	Processing carried out in connection with the provision of the Services by Vendor.
Duration	For the SOW Term.
Nature & Purpose of the Processing	Vendor processes the personal data in order to provide the Services to Squarespace in accordance with the Agreement and/or as otherwise instructed in writing by Squarespace from time to time during the term of the Agreement.
Categories of Data Subjects	Squarespace’s (or Squarespace affiliates’/partners’) Users, prospective Users, website users/visitors, employees or Squarespace Users’ website users/visitors.
Types of personal data (i.e. any information relating to an identified or identifiable person) shall include, as applicable:	
Contact Details	Name, personal/work phone number, home/work billing address, personal/work email address
Website Users/Visitors	Name, phone number, billing/mailling address, personal/work email address
Squarespace Employees	Bank details, human resource records, remuneration details, gender identity, ethnicity and, where necessary, data relating to health
Financial Information	Limited credit card and payment information
Other	Support messages, IP addresses, customer website content