SQUARESPACE

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), this Master Terms, any exhibits or addenda thereto and/or any mutually executed amendments or other modifications to any of the foregoing are, collectively, the "Agreement". Any terms not defined in this Master Terms shall have the meaning set forth in the SOW. In the event of a conflict between the terms of the Agreement the following order of precedence shall apply: (a) the Data Protection Schedule attached hereto as Schedule 1 (the "Data Protection Schedule"); (b) the applicable SOW mutually executed by Squarespace and Vendor; and (c) this Master Terms.

1. Statements of Work/Services

1.1. <u>SOWs</u>. 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. <u>Additional Services</u>. 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. <u>Performance of Services</u>. Vendor shall deliver and perform all Services: (a) in accordance with the terms and subject to the conditions set forth in the Agreement; (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. <u>Term</u>. 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. <u>Termination for Convenience</u>. 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. <u>Termination for Cause</u>. 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. <u>Obligations Upon Termination</u>. 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

SQUARESPACE, INC.

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Portland - 311 SW Washington St., Portland, Oregon 97204

3.1. <u>General Compliance</u>. 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, "<u>Applicable Laws</u>"); and (b) any Squarespace compliance, security, work site or other requirements as set forth herein or as otherwise provided to Vendor. To the extent that any 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. <u>Subcontractors</u>. 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. <u>Background Checks</u>. 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 related to violence or moral turpitude. 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. <u>Work Authorization</u>. Vendor certifies that all Personnel assigned to perform Services in the United States are legally authorized to work in the United States.

3.5. <u>Regulatory Compliance</u>. 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. <u>Responsibility for Personnel</u>. 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/Promotion

4.1. <u>Definitions</u>. "<u>Confidential Information</u>" means, to the extent previously, presently or subsequently disclosed by or for the disclosing party ("<u>Discloser</u>") to the receiving party ("<u>Recipient</u>") 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 (as defined below) collected, used, processed or stored by Vendor is Squarespace Confidential Information.

4.2. <u>Terms Relating to Confidential Information</u>
(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. Furthermore, nothing herein shall be construed to prevent either party from speaking with law enforcement or from participating in, an investigation or proceeding conducted by any government agency, entity or commission.

4.3. No Publicity; No Promotional Use. Neither party will, without the prior written approval of the other party: (a) 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; or (b) 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, customer lists or other promotional materials. 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 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, Squarespace Data or other 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.

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5.4. <u>Assignment</u>. 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. <u>Rights in Bankruptcy</u>. 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. "<u>Source Code</u>" 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. "<u>Release Event</u>" 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) is a company offering website building or hosting, email marketing, appointment scheduling, domain name sales or hosting, or any related services (collectively, "<u>Competing Companies</u>"). 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 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. <u>Squarespace Trademarks</u>. 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, "<u>Squarespace Marks</u>"); 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. <u>Acknowledgement of Rights</u>. 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. <u>Network Security</u>
(a) "<u>Network Communication</u>" 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-controlled website, mobile app or other Internet property. "<u>User</u>" 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 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. <u>Data Protection</u>
    (a) Definitions.
        (i) The terms, "<u>controller</u>", "<u>data subject</u>", "<u>personal data</u>", "<u>processing</u>", "<u>processor</u>" and "<u>supervisory authority</u>" shall have the same meaning as in the General Data Protection Regulation (EU) 2016/679 (the "<u>GDPR</u>"), and their cognate terms shall be construed accordingly.
        (ii) "<u>Data Privacy Laws</u>" means all international, domestic, federal, state, provincial and local data protection, security, confidentiality and privacy laws and regulations applicable from time to time with respect to the processing of Personal Information, including the California Consumer Privacy Act (the "<u>CCPA</u>"), the GDPR, the Irish Data Protection Act 2018, the GDPR as transposed into EU member state law, the Irish European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011, Directive 2002/58/EC (for so long as it is in force) and, when in force, the European e-Privacy Regulation replacing and repealing Directive 2002/58/EC.
        (iii) "<u>Personal Information</u>" 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; or (iii) is defined as "personal information", "personal data" or a similar term by Data Privacy Laws.
        (iv) "<u>Squarespace Data</u>" means any Personal Information or other information or data processed by Vendor on behalf of Squarespace under the Agreement and this DPA. Squarespace Data may include Personal Information related to both: (i) employees of Squarespace or its affiliates; or (ii) customers/users of Squarespace or its affiliates.
    (b) 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. Vendor represents and warrants that it understands its restrictions and obligations set forth in Data Privacy Laws and will comply with them.
    (c) Where Vendor processes Personal Information (as part of the Squarespace Data) on behalf of Squarespace: (i) the provisions in the Data Protection Schedule shall apply; and (ii) Squarespace (and/or its affiliate or a Squarespace Customer) shall be controller (or similar concept under applicable Data Privacy Law) and Vendor shall be the processor (or similar concept under applicable Data Privacy Law), in relation to such Personal Information.
    (d) Without limiting any other provision in this Section 6.2, Vendor agrees that: (i) Vendor shall collect, retain, use, disclose, and otherwise process Squarespace Data solely to fulfill its obligations to Squarespace under the Agreement, and on Squarespace's behalf, and for no other purposes; (ii) in no event shall Vendor attempt to link, identify, or otherwise create a relationship between Squarespace Data and non-Squarespace Data or any other data without the express authorization of Squarespace; and (iii) Vendor shall not sell Squarespace Data or otherwise disclose Squarespace Data for a commercial purpose.

7. Representations and Warranties

7.1. <u>In General</u>. 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 is and has been no unfair labor practice complaint against it; (vii) 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; (viii) 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; (ix) it will take all necessary precautions to prevent injury to any person or damage to any property while performing Services; (x) 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, "<u>Malware</u>"); and (xi) 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. <u>Non-Infringement Warranty</u>. 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. <u>Remedies</u>
    (a) If the Services do not comply with Section 7.1(x) 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. <u>Invoicing</u>. 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. <u>Estimate of Fees Notification</u>. 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. <u>Fee Disputes</u>. 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. <u>Retention of Accounting Records</u>. 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. <u>Taxes</u>. Vendor may charge and Squarespace will pay applicable sales taxes or value added taxes that Vendor is legally obligated to charge ("<u>Taxes</u>"), 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. <u>Ancillary Expenses</u>. 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. <u>Inspection</u>. Squarespace has until thirty (30) business days after the receipt of a Deliverable ("<u>Acceptance Period</u>") 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. <u>Required Insurance Coverage</u>. 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. <u>Certificate of Insurance</u>. 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. <u>General</u>. 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 affiliates and its and their 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 its affiliates and its and their partners, officers, directors, employees, agents, representatives and personnel ("<u>Squarespace Indemnitees</u>") 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 "<u>Indemnified Claim(s)</u>"). 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(x) 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, pandemic, acts of God, riots, terrorism, governmental acts or such other event of similar nature that is beyond the reasonable control of the party ("<u>Force Majeure Event</u>") 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, 12th Floor New York, New York 10014 Attn: Legal Department With a copy by email to 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 County, 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

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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.

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SCHEDULE 1: Data Protection Schedule

This Data Protection Schedule (this "Schedule") supplements and amends the rest of the Agreement if, in connection with the Services, Vendor will be processing Personal Information on behalf of Squarespace. In the event of a conflict between this Schedule and the rest of the Agreement, this Schedule shall take precedence. See definitions in Appendix I. Terms used but not defined in this Schedule shall have the meaning given thereto in the Agreement.

1. VENDOR OBLIGATIONS. In respect of Squarespace Data, Vendor agrees to:
    (a) process the European Data only in accordance with the Agreement or other documented instructions from Squarespace, unless required otherwise by applicable European Union or EU member state 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 Vendor's personnel that process the Squarespace Data are subject to appropriate contractual or statutory obligations of confidentiality;
    (c) implement and maintain protective measures as required under Article 32 of the GDPR, including the minimum measures set out in Appendix III;
    (d) taking into account the nature of Vendor's processing of the Squarespace Data:
        (i) at Squarespace's request, assist Squarespace by appropriate technical and organisational measures, as reasonably possible, to fulfil Squarespace's obligations to comply with requests made by data subjects in relation to their rights under Data Privacy Laws;
        (ii) taking into account the information available to Vendor, in the event of a personal data breach affecting Squarespace Data: (A) notify Squarespace without undue delay after first becoming aware thereof; (B) provide Squarespace with any and all requested details about such breach as soon as possible following such notification; (C) continually update Squarespace with details throughout Vendor's investigation; (D) answer any questions and cooperate with Squarespace's investigation; and (E) at Squarespace's request, provide reasonable assistance to Squarespace in relation to any mandatory obligations under Data Privacy Laws applicable to Squarespace; and
        (iii) at Squarespace's cost and request, provide reasonable assistance to Squarespace in relation to any mandatory obligations applicable to the controller in relation to: (A) the performance of data protection impact assessments (where applicable) by the controller under Data Privacy Laws; and, where applicable, and (B) carrying out consultations with the supervisory authority.
    (e) delete all or any portion of Squarespace Data upon Squarespace's request, unless Vendor is subject to a legal requirement to retain such data further;
    (f) not have the Squarespace Data processed by a subprocessor, except solely to the extent (i) authorised by Squarespace as set forth in this Schedule; and (ii) any such data subprocessor is bound by at least the same data protection obligations set forth in this Schedule;
    (g) to the extent required by Data Privacy Laws, and at Squarespace's request, make available to Squarespace information necessary to demonstrate compliance with Vendor's data protection obligations under this Schedule and allow for and contribute to audits, including inspections, conducted by Squarespace or an auditor mandated by Squarespace; and
    (h) maintain any data processing records required by Data Privacy Laws and shall, to the extent relevant to the processing of Squarespace Data on behalf of Squarespace, promptly provide a copy of such records to Squarespace on request.

2. SUBPROCESSORS. With respect to the foregoing Section 1(d) of this Schedule:
    (a) Vendor is hereby given authorisation to have the Personal Information processed by a subprocessor to the extent that: (i) the subprocessor is already engaged by Vendor as of the effective date of an SOW; and (ii) the subprocessor is included on a list of Vendor's subprocessors which Vendor has provided to Squarespace prior to the Effective Date.
    (b) All subprocessors shall be contractually bound to Vendor by data protection obligations materially the same as contained herein.
    (c) Vendor shall provide Squarespace with ninety (90) days' prior written notice of any intended changes concerning the addition or replacement of subprocessors, thereby giving Squarespace the opportunity to object. If Squarespace objects to a subprocessor, either: (i) Vendor will ensure that Squarespace Data will not be processed by the objected-to subprocessor; or (ii) Squarespace may terminate the Agreement and upon such termination, Squarespace shall receive a prorated refund of any fees paid for services not received.

3. TRANSFERS.
    (a) Vendor acknowledges that Squarespace Ireland (as original data exporter) transferred the European Data to Squarespace US (as data importer) pursuant to the Squarespace SCCs. If Squarespace US is the Squarespace contracting entity selected above, Vendor acknowledges that an onward transfer of the European Data is being made to Vendor in accordance with clause 9 of the Squarespace SCCs. Vendor confirms it has no objection to, and shall facilitate, Squarespace Ireland and Squarespace US complying with their ongoing obligations under the Squarespace SCCs in such respect.
    (b) Vendor shall not transfer any European Data to, or grant access to any European Data to any recipient (including Vendor or its affiliates), outside the European Region without Squarespace's prior written consent. This does not limit or affect any other provisions in this Section 3.
    (c) Vendor agrees to provide at least the same level of protection for European Data as is required under Data Privacy Laws. If Vendor determines that it can no longer provide this level of protection, Vendor will promptly notify Squarespace of this determination, and in such a case or if Squarespace otherwise reasonably believes that Vendor cannot provide this level of protection (including, without limitation, in the event Vendor breaches Section 3(d)): (i) Squarespace shall have the right to immediately terminate the Agreement and upon such termination, Squarespace shall receive a prorated refund of any fees paid for services not received; and (ii) upon notice, Vendor must take reasonable and appropriate steps to stop and remediate unauthorized processing of European Data.
    (d) Vendor agrees to immediately notify Squarespace of any possible and/or proposed Restricted Transfer to Vendor. In such an event, the parties will use best efforts to enter into a data processing agreement prior to any such Restricted Transfer which complies with applicable legal requirements, including, specifically as required by European, United Kingdom and/or Switzerland Data Privacy Laws.
    (e) Vendor shall comply with the EU-US Privacy Shield Framework and the Swiss-US Privacy Shield Framework set forth by the US Department of Commerce regarding the collection, use, and retention of European Data transferred to the United States pursuant to

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either such Privacy Shield framework (or any successor thereto). Nothing in the Agreement or this Schedule limits or affects the data importer's obligations under the Privacy Shield.

4. <u>MISCELLANEOUS</u>. This Schedule includes the definitions in Appendix I, the details of processing activities in Appendix II and the technical and organisational security measures in Appendix III. The terms and provisions of the Agreement shall remain in full force and legal effect, except those which are explicitly changed by this Schedule. To the extent that there is a conflict between the terms and provisions of the Agreement and this Schedule, the terms and provisions of this Schedule shall govern for purposes of the subject matter of this Schedule only.

Appendix I – Definitions

(a) "<u>Adequate Country</u>" means a country or territory or one of more specified sectors within a country in respect of which a competent authority or body, in accordance with the Data Protection Law applicable to the processing of the European Data concerned at the time of its original transfer, has declared there is an adequate level of protection for personal data, provided and only for so long as such decision remains in force and the recipient of European Data satisfies the relevant Adequacy Conditions under that decision.

(b) "<u>Adequacy Conditions</u>" means any qualifications, conditions or requirements of or under the relevant adequacy decision of the competent authority or body, in accordance with the Data Protection Law applicable to the processing of the Squarespace Data concerned at the time of its original transfer, which must be met by the relevant recipient in order for the adequacy decision to apply in respect of any processing of European Data by the recipient.

(c) <u>Appropriate Safeguards</u>" means appropriate safeguards in respect of the processing of European Data and on condition that enforceable data subject rights and effective legal remedies for data subjects are available with respect to any processing of European Data, in each case within the meaning of, and as determined by, Article 46 of the GDPR (and any equivalent provision under other Data Protection Law applicable to the processing of the Squarespace Data).

(d) "<u>European Data</u>" means Squarespace Data, the processing of which, at the time of the original transfer to Squarespace Ireland or Squarespace US, was subject to the territorial scope of Data Privacy Laws of: (i)(A) the European Union or its member states; or (B) the member states of the European Economic Area including pursuant to Article 3 of the GDPR; (ii) the United Kingdom; and (iii) Switzerland.

(e) "<u>European Region</u>" means the European Economic Area, the United Kingdom and Switzerland.

(f) "<u>Restricted Transfer</u>" means the transfer or onward transfer of European Data to Vendor, or access of European Data by Vendor, in a country or territory outside the European Region except if and to the extent that, with Squarespace's prior written consent under Section 4(b): (a) European Data is transferred to or accessed by Vendor in or from an Adequate Country; or (b) if European Data is transferred to or accessed by Vendor in a country or territory which is not an Adequate Country, Appropriate Safeguards are in place in respect of the processing of European Data by Vendor.

(g) "<u>Squarespace Customer</u>" means any: (i) customers of Squarespace US; or (ii) customers of Squarespace Ireland, for whom Squarespace directly or indirectly processes Personal Information as a processor or subprocessor (and includes, as the context so admits or requires, any one, more or all of them).

(h) "<u>Squarespace Ireland</u>" means Squarespace Ireland Limited, a company registered under the laws of Ireland (registration number 527641) with offices at Squarespace House, Ship Street Great, Dublin 8, Ireland.

(i) "<u>Squarespace SCCs</u>" means as applicable to the European Data concerned, either module 2 (Controller to Processor) and/or module 3 (Processor to Processor) of the standard contractual clauses for the transfer of personal data to third countries adopted pursuant to the European Commission's Implementing Decision (EU) 2021/914 of 4 June 2021 entered into between Squarespace Ireland (as either (1) a controller or (2) a processor of Squarespace Customers) and Squarespace US (as either (1) a processor of Squarespace Ireland or (2) a subprocessor of Squarespace Ireland).

(j) "<u>Squarespace US</u>" means Squarespace, Inc., a Delaware corporation with offices at 225 Varick Street, 12th Floor, New York, NY 10014.

Appendix II – Details of Processing Activities

Nature and Subject Matter of Processing	provision of Services and performance of Vendor's other obligations under the Agreement and this Schedule.
Purpose of Processing	the performance of the Services
Duration of Processing	for the duration of the Agreement, subject to the terms of the Agreement and this Schedule
Competent Supervisory Authority	Irish Data Protection Commissioner Office of the Data Protection Commissioner Canal House, Station Road, Portarlington, Co. Laois, R32 AP23, Ireland Phone +353 57 868 4757 / Fax: +353 57 868 4757 Email: info@dataprotection.ie
Roles	Depending on the nature of Personal Information processed by Vendor in connection with Vendor's provision of Services to Squarespace, one or more of the following scenarios may be applicable: • Vendor processing Squarespace Data for which Squarespace Ireland is data controller; • Vendor processing Squarespace Data for which a customer of Squarespace US is data controller; and • Vendor processing Squarespace Data for which a customer of Squarespace Ireland is data controller
Data Subjects	Personal Information processed may relate to the following data subjects: • Employees of Squarespace or its affiliates; • Candidates for employment with Squarespace or its affiliates; • Customers of Squarespace or its affiliates; • Website visitors/users of Squarespace, its affiliates or its or their customers; and • Individuals appearing in the user content of the customers of Squarespace or its affiliates.

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Personal Information	Personal Information processed may include names, email addresses, phone numbers, mailing/billing addresses, information related to use of the Squarespace platform, limited payment information, HR records, support messages, IP addresses and user content.

Appendix III – Security Measures

Vendor will implement and maintain technical and organisational security measures aimed at protecting Squarespace Data against a personal data breach or other accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access, and shall include without limitation: (i) securing business facilities, datacenters, paper files, servers, back-up systems and computing equipment; (ii) implementing network, device application, database and platform security; (iii) implementing and maintaining incident response policies and data retention policies for Squarespace Data; (iv) implementing authentication and access controls within media, applications, operating systems and equipment; (v) encrypting Squarespace Data transmitted over public or wireless networks; (vi) strictly segregating Squarespace Data from information of Vendor or its other customers; and (vii) implementing appropriate personnel security and integrity procedures and practices.

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