



Master Subscription Agreement

v. October 2025

BY ACCEPTING THIS MASTER SUBSCRIPTION AGREEMENT EITHER BY (1) EXECUTING AN ORDER FORM, QUOTE, STATEMENT OF WORK OR ANY OTHER DOCUMENT FOR PURCHASE OF SITEIMPROVE'S SERVICES ("SERVICE ORDER") THAT REFERENCES THIS AGREEMENT, (2) ACCESSING OR USING A SITEIMPROVE SERVICE OR A SITEIMPROVE PLUGIN, OR (3) PAYING THE FEES SPECIFIED IN A SERVICE ORDER, CUSTOMER (AS DEFINED BELOW) AGREES TO THE TERMS OF THIS AGREEMENT. IF AN INDIVIDUAL IS ACCEPTING THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY.

The purpose of this Agreement is to establish the terms and conditions under which Customer may order, purchase, or use Siteimprove Services as described in a Service Order agreed to or signed by Customer, as applicable. Capitalized terms not otherwise defined in this Agreement will have the meaning set forth in the Service Order.

In the event of any inconsistency or conflict between the terms of the Agreement and the terms of any Service Order, the terms of the Service Order shall take precedence.

Non-English variations of this Agreement are provided for convenience only. In the event of any ambiguity or conflict, the English version prevails.

1. Definitions

In this Agreement, terms with initial capital letters shall have the meanings ascribed to such terms in this Section 1 or elsewhere in this Agreement or attachments hereto:

"Affiliates" means any entity directly or indirectly controlling or controlled by, or in common control with a Party, where "control" is defined in this context as the ownership of at least fifty percent (50%) or more of the voting stock or other interest entitled to vote on general decisions reserved to stockholders, partners, or other owners of such entity;

"AI Features" means functionality within the Software Services that uses artificial intelligence or machine learning models, including generative tools, automated recommendations, predictive insights, and natural language processing;

"AI Output" means any content, results, suggestions, or other material generated by or resulting from the use of AI Features;

"App" means a native software application developed specifically for a particular mobile operating system (such as iOS or Android), using the platform's native programming languages and development tools. The App is designed to be installed directly on a mobile device and to utilize the device's native capabilities and features to provide an optimized user experience.

"Confidential Information" means all information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") which is in tangible form and designated as confidential or is information, regardless of form, which a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure. Notwithstanding the foregoing, Confidential Information does not include information that: (a) was in the public domain prior or subsequent to the time such portion was communicated to Receiving Party by Disclosing Party through no fault of Receiving Party; (b) was rightfully in Receiving Party's possession free of any obligation of confidence at or subsequent to the time such portion was communicated to Receiving Party by Disclosing Party; (c) was developed by employees or agents of Receiving Party independently of and without reference to any information communicated to Receiving Party by Disclosing Party; (d) was communicated by Disclosing Party to an unaffiliated third party free of any obligation of confidence; or (e) is approved by Disclosing Party for release by Receiving Party.

"Contact Person" means the person identified as the contact person on the Service Order;

"Customer" means the customer named in the applicable Service Order or, where applicable, the end user

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purchasing the Services via a third party;

“Customer Data” means data provided to Siteimprove through the use of the Services and any AI Output, if applicable;

“Documentation” means the documentation made available to the Customer by Siteimprove that describes and governs the functionality and performance of the Services;

“Fee” means the fees for the Services, as more particularly detailed in the Service Order;

“Implementation Plan” means the implementation plan available at <https://www.siteimprove.com/legal/implementation-plan/> or such other website address as may be notified to the Customer from time to time, and as such may be amended from time to time by Siteimprove;

“Limits” means the quantities and limitations of the Services provided as specified in a Service Order;

“LMS” means Siteimprove's Learning Management System ‘Learning Hub’;

“Non-Public Websites” means intranets, log-in-protected websites, staging websites, development website, or any other form of non-public websites;

“Professional Service(s)” means the professional and advisory services outlined as such in an applicable Service Order, Plan and/or the applicable Statement of Work;

“Services” means the Software Services, the Professional Services, and the LMS each as separately outlined in an applicable Service Order;

“Software Service(s)” means the provision of and access to software services listed in an applicable Service Order and made available to the Customer in the Siteimprove platform, available through <https://my.siteimprove.com/>;

“Subscription Term” means the subscription term of each Software Service as set out in each Service Order and includes any initial term or Renewal Term;

“Success Plan” means either the essential, expert or enterprise success plan outlined in the Service Order, details of which are available at <https://www.siteimprove.com/legal/> or such other website address as may be notified to the Customer from time to time, and as may be amended from time to time by Siteimprove;

“Technical Support” means the technical support outlined in the Success Plan.

2. Access

a. **Software Services.** Siteimprove will make the Software Services available pursuant to: a) this Master Subscription Agreement; b) Service Order(s); c) the DPA, if applicable; d) the Documentation; e) the Success Plan; f) and the Implementation Plan, if applicable; (a) - (f) collectively hereinafter referred to as the “Agreement”. Customer will continue to be subject to the Agreement for as long it has access to the Services.

b. **Technical Support.** Technical Support is available at Siteimprove's [Help Center](#), through which Customer can submit a support ticket at any time and search available Documentation. Additionally, Customer may contact Siteimprove for product support, training, and additional services, as outlined in the Success Plan. For the avoidance of doubt, any services ordered by Customer which are not outlined in the Success Plan will be charged to Customer at the then-current rate. Any such services will be outlined in an applicable Service Order and subject to Section 2(c).

c. **Professional Services.** Any Professional Services, including any training, services provided in Customer's Success Plan, and implementation services, will be subject to the quantities and limitations set out in Customer's Service Order and the terms and conditions of the Professional Services Agreement available at <https://www.siteimprove.com/legal/professional-services-agreement/>. Customer will be able to order Professional Services only when it has an active Service Order for Software Services.

d. **LMS.** Any access to the LMS will be subject to the limitations set out in the applicable Service Order and/or Success Plan.

e. **Customer Affiliates.** Customer Affiliates shall have the right to execute a Service Order(s) or issue a purchase order(s) in their own name and account under this Agreement. In the event that any Customer Affiliate issues any Service Order pursuant to this Agreement, such Service Order shall be deemed to have incorporated the terms of this Agreement but shall be treated as an independent contractual obligation from any other Service Order.

3. Use of Services

a. **Right to Use.** Siteimprove grants the Customer a right to use the Services on a worldwide, revocable, non-exclusive, non-perpetual and non-transferable basis during the Subscription Term. This right includes updates and new releases of the Services, but not new modules/services/products added to the Services. The Customer must be the owner or authorized administrator of the website(s) on which the Software Services are run.

b. **Third-Party Website Use.** In the event that Customer wishes to use the Software Services on a third party's website(s) where Customer is not the owner or authorized administrator, cf. Section 3(a), Customer shall provide Siteimprove with the list of such third party website domains that it wishes to use the Software Services on and, if agreed, Siteimprove will include the third party website domains in an applicable Service Order to be executed by Customer. Siteimprove reserves the right to reject the use of the Software Services on any of the third-party website domains requested by Customer. Siteimprove may at any time request proof from Customer of its right to use the Software Services on such third party websites. If agreed that the Software Services may be used on a third party's website, the Customer may create users on behalf of that third party. Notwithstanding the aforementioned, the same terms and conditions apply when using the Software Services on a third party's website as on the Customer's own website(s).

c. **Limitations of Use.** Subject to Section 5(a), Customer's use of the Services is subject to the agreed Limits and Customer shall be responsible for monitoring their use of Services based on the Limits. Customer may not: (i) rent, lease, assign, transfer, sublicense, display or otherwise distribute or make the Services available to any third party; (ii) modify, make derivative works of, disassemble, reverse compile or reverse engineer any part the Services; (iii) remove or alter any trademark, logo, copyright or other proprietary notices, symbols, or labels in the Services; (iv) use the Services for any illegal purpose; or (v) record or attempt to record, screengrab or photograph any live online or on-demand content, material or information provided through the LMS.

d. **For Non-Public Website Use.** Any use of the Software Services on Non-Public Websites is subject to the obligations set out in this Section 3(d). For Siteimprove to allow that the Software Services are used on a Non-Public Website, Customer must ensure that there is an encrypted line for the secure transport of data between such Non-Public Website and Siteimprove. Customer must ensure that, to the extent necessary, or required by applicable laws, it has an appropriate legal basis for the processing of personal data for the purpose of the Software Services, and that it has the right to disclose any confidential information on the Non-Public Website. Except when expressly agreed, Customer represents and warrants that the information on the Non-Public Website is not subject to heightened regulations (e.g., HIPAA, or FERPA). Additionally, Customer must assign an account with non-administrative rights to the Non-Public Website when using the Services on any website behind log-in protection. In the event of any failure by Customer to adhere to the obligations set out in this section, Siteimprove may reject to perform the Services on the Non-Public Website. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT SITEIMPROVE AND ITS AFFILIATES, DIRECTORS AND EMPLOYEES SHALL NOT BE LIABLE TO CUSTOMER UNDER ANY THEORY OF LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SPECIAL DAMAGES ARISING OUT OF OR DUE TO CUSTOMER'S USE OF THE SERVICES IF SUCH USE IS IN BREACH OF CUSTOMER'S OBLIGATIONS IN THIS SECTION.

e. **App Use.** This Section 3(e) applies only to the extent that App Analytics or Mobile Accessibility Testing (collectively, the "App Services") are included in a Service Order. Customer may use the App Services solely in connection with an App which Customer either owns or has sufficient administrative rights to. For purposes of this Agreement, and unless the context clearly indicates otherwise, all references to "website" shall be deemed to include "App".

f. **No Competitive Access.** A direct competitor of Siteimprove may not access the Services except with Siteimprove's express prior written consent.

4. Term, Cancellation and Termination

- a. **Term and Cancellation.** This Agreement will remain in effect until the earlier of: (i) the termination or expiration of all Service Orders; or (ii) terminated pursuant to Section 4(b). Each Service Order will remain in effect for the Subscription Term. Unless agreed otherwise in a Service Order, any recurring Services will automatically renew for additional renewal terms ("Renewal Terms"), unless either Party provides not less than ninety (90) days' written notice prior to the end of such Subscription Term of its intent to terminate or reduce all or part of the Services.
- b. **Termination for breach.** Without affecting any other right or remedy available to it, either party may terminate this Agreement or a Service Order with immediate effect in the event of a material breach by the other party. Material breach shall include: (i) any violation of the terms of Section 3, 5(a)-(b), 6, and 12(e)-(g), (ii) any other material breach that a party has failed to cure within fourteen (14) calendar days after receipt of written notice by the other party; (iii) an act of gross negligence or willful misconduct of a party; and (iv) the insolvency, liquidation or bankruptcy of a party.
- c. **Reimbursement.** Except for Customer's termination rights under Section 4(b), Customer remains liable for payment of all amounts owed for the Services set forth in the Service Order and will not be entitled to a credit or refund.
- d. **Effect of Terminating Agreement.** Upon and after the termination or expiration of the Agreement:
- the Customer's rights granted under the Agreement, as applicable, will immediately terminate and the parties shall cease all activities hereunder; and
 - all Service Orders will automatically terminate.
- e. **Effect of Terminating Service Order.** Upon and after the termination or expiration of a Service Order:
- the Customer's rights granted under the Service Order, as applicable, will immediately terminate and the parties shall cease all activities thereunder; and
 - the Agreement and all other Service Orders will not be affected.

5. Payment and Taxes

- a. **Payment.** All Fees are due in accordance with the invoice date and payment terms specified in the applicable Service Order. If Customer exceeds the agreed Limits, then without prejudice to its other rights, Siteimprove may request that the Customer pay to Siteimprove an amount equal to such underpayment in accordance with the payment terms outlined in the applicable invoice. The Fee during any Renewal Term will be increased by the Renewal Price Increase percentage specified in the Service Order. Customer must provide valid and current payment information and must promptly provide Siteimprove with any update hereto (e.g., a change to Bill To, or Sold To Address, payment information, or purchase order information) by submitting an Address Change Form provided by Siteimprove or available for download on Siteimprove's website (<https://www.siteimprove.com/legal/address-change-form/>). If the Customer requires the use of a purchase order or purchase order number, the Customer (a) must provide the purchase order number at the time of purchase and (b) agrees that any terms and conditions on a Customer purchase order will not apply to this Agreement and are void.
- b. **Failure to pay.** Except as otherwise expressly permitted under applicable laws, late payments may bear interest from the payment due date until paid in full at the lower of (i) the rate of 2% per month, or (ii) the highest rate permitted by law. Additionally, if an invoice becomes overdue, Siteimprove reserves the right to suspend the provision of the Services until payment has been made.
- c. **Taxes.** Unless otherwise stated in this Agreement, or the Service Order, no Fees on the Service Order include any taxes. Customer is responsible for any applicable taxes, which will be determined based on the laws and regulations of the taxing authority(ies) governing the Sold To Address provided by the Customer on a Service Order, unless Customer provides Siteimprove with a timely and valid tax exemption certificate.
- d. **Payment Portals.** If Customer mandates Siteimprove to use a vendor payment portal or any other portal that charges Siteimprove a fee or a percentage of any uploaded invoice as a required cost of doing business, Customer shall bear that cost. Any fees that have been invoiced to Siteimprove in relation to this will be invoiced to the Customer by Siteimprove.

6. Confidentiality

a. **Nondisclosure Obligations.** Receiving Party and its representatives will: (i) maintain in confidence any Confidential Information; (ii) use reasonable efforts to protect Confidential Information in accordance with the same degree of care with which it protects its own Confidential Information; and (iii) solely disclose Confidential Information to its employees and representatives who need access for purposes consistent with this Agreement or Service Order; and (iv) not disclose the other party's Confidential Information to any third party, except in response to a valid order by a court or other governmental body or as required by law. The Receiving Party will promptly give notice to the Disclosing Party of any disclosure of the other party's Confidential Information. The Disclosing Party is entitled to seek an injunction to prevent breaches of this Section 6, and to an order compelling specific performance of this Agreement, in addition to any other remedy to which it may be entitled by law or in equity.

b. **Ownership and Return of Confidential Information.** All Confidential Information of Disclosing Party will remain the property of Disclosing Party. Upon written request of Disclosing Party, Receiving Party shall destroy or return to Disclosing Party all Confidential Information. However, Receiving Party will not be required to erase any Confidential Information of the Disclosing Party stored electronically as part of an archival back-up system maintained in the ordinary course of business. In the event of disclosure of Confidential Information to a third party in default of the provisions of this Section 6, the defaulting party will use reasonable efforts to assist the Disclosing Party in recovering and preventing such third party from using, selling, disclosing or otherwise disposing of such Confidential Information. The obligations in this Section 6 shall survive the termination of this Agreement and any Service Order concluded.

7. Privacy

a. **Data processing on Customer's behalf.** The Services are designed and developed to collect and process customers' website content and certain operational data in relation thereto. Any personal data processed by Siteimprove when performing the Services is processed according to the Customer's instructions and on its behalf as Data Controller. The Siteimprove standard Data Processing Agreement ("DPA") available at: <https://siteimprove.com/en/privacy/dpa/> is hereby incorporated by reference and as such considered agreed between the parties, unless there is already a signed DPA in place. Siteimprove will maintain commercially appropriate technical and organizational security measures to protect personal data as described in the DPA, including our Security Measures in Appendix 1.B of the DPA.

b. **Data Processing on Siteimprove's behalf.** Other than the processing of Customer's data under Section 7(a), Siteimprove collects general usage and contact information about the users of the Services and other contact details such as the names and emails of the Siteimprove platform users, for internal necessary purposes such as customer identification, invoicing, support and sharing information about Siteimprove products to Customer. A detailed description of how Siteimprove processes user data under this section is available at: <https://www.siteimprove.com/privacy/privacy-policy/>. In this regard, Siteimprove independently determines the purposes and means of the processing and does not act on behalf of the Customer.

8. IPR and Data Ownership

a. **Ownership.** Siteimprove owns and shall remain the sole owner of all intellectual property vested in the Services created prior to or during the performance by the parties of this Agreement. This ownership right includes any inventions, patents, utility model rights, copyrights, design rights, mask works, trademark rights, or knowhow, whether registered or not.

b. **Customer Owned Data.** All Customer Data is and shall remain Customer's property and Customer's responsibility. Siteimprove does not resell any Customer Data. To enable Siteimprove to provide Customer with the Services, and subject to this Agreement, Customer hereby grants to Siteimprove a non-exclusive right to use and process Customer Data provided by Customer solely in connection with Siteimprove's performance of the Services.

c. **Customer Data Portability.** Prior to the effective date of termination or expiration of this Agreement, Customer is responsible for exporting any Customer Data available through the Services using the export or reporting functionality provided within each applicable product (e.g., Accessibility, SEO, Analytics). Siteimprove does not guarantee the availability of a unified or comprehensive export of all Customer Data, and the scope of data available for export may vary by module and format. Siteimprove is under no obligation to

Siteimprove

provide Customer with data or reports beyond what is accessible through standard in-platform export tools and functionality.

d. **Aggregated Anonymous Data.** Siteimprove will obtain, generate and aggregate technical, and statistical data about the use of the Services excluding any personally identifiable data ("Aggregated Anonymous Data"). Siteimprove owns Aggregated Anonymous Data and may use this to analyze, improve, support, and operate the Services and otherwise for any business purpose, during and after the term of this Agreement.

e. **Feedback.** Customer may provide Siteimprove with suggestions, enhancement requests, recommendations, comments, ideas, communications, or other feedback regarding Siteimprove's Services, including via Siteimprove's LMS community forum ("Customer Feedback"). Siteimprove shall have a fully paid-up, royalty-free, worldwide, transferable, sub-licensable, assignable, irrevocable, and perpetual license to implement, use, modify, commercially exploit, incorporate into the Services or otherwise use any Customer Feedback. Siteimprove also reserves the right to seek intellectual property protection for any features, functionality or components that may be based on or that were initiated due to such feedback.

9. Representations and Warranties

- a. **For Siteimprove.** Siteimprove represents and warrants that: (i) it has the full power and authority to enter into and perform its obligations under these terms; (ii) the Software Services will perform materially as described in the Documentation for the Subscription Term and any Renewal Term, provided that the Software Services are used in accordance with this Agreement, including on the specified domains; and (iii) the Software Services will be made available in accordance with the service levels outlined in the Success Plan. These representations and warranties are only for the benefit of Customer.
- b. **For Customer.** Customer represents and warrants that: (i) it has the full power and authority to enter into and perform its obligations under this Agreement; and (ii) it has full and legal right or authorization to display, disclose, or convey the information set forth and accessible on the websites on which the Services will be administered.
- c. **Disclaimer.** Except for the express representations and warranties listed in this Agreement, each party makes no representations or warranties of any kind, whether express or implied. No oral or written information or advice given by either party will create a representation or warranty. Specifically, Siteimprove makes no representations or warranties with regard to the use of the Services for the purpose of ensuring Customer's compliance with any laws or regulations. Neither party shall be held liable for failure or delay in performing an obligation under this Agreement to the extent such failure is due to circumstances that are beyond its reasonable control, including, but not limited to, order or measure of government, strike, blockade, natural disaster, act of war, terrorism, pandemic or internet service provider failure or delay.

10. Indemnification

- a. **By Customer.** Unless prohibited by applicable laws, Customer will defend Siteimprove and its Affiliates from and against all third-party claims, lawsuits, and demands arising out of an allegation regarding (a) Customer Data, or (b) use of the Services by Customer in violation of this Agreement, and will indemnify Siteimprove and its Affiliates for all reasonable attorney's fees incurred, damages and other costs awarded in a final judgment or amounts paid in a settlement consented to as further set forth in Section 10(c).
- b. **By Siteimprove.** Subject to Section 10(c), Siteimprove will defend Customer from and against all third-party claims, lawsuits, and demands arising out of an allegation that the Services infringe or misappropriates any intellectual property right of such third party, and will indemnify Customer for all reasonable attorney's fees incurred, damages and other costs awarded in a final judgment or amounts paid in a settlement consented to as further set forth in Section 10(c). In no event will Siteimprove have obligations or liability under this section arising from: (a) use of the Services in a modified form or in combination with third party materials or technology not authorized by Siteimprove, and (b) any content, information, or data provided by Customer, Customer's end users, or other third parties. For any claim covered by this section, Siteimprove will, at its election, either (i) procure the rights to use the portion of the Services alleged to be infringing, (ii) replace the alleged infringing portion of the Services with a non-infringing alternative, or (iii) terminate the allegedly infringing portion of the Services or this Agreement and provide Customer with a pro-rata refund of any pre-paid, unused Fees.
- c. **General.** The indemnification obligations in this Section 10 will only apply where, and shall be conditional

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upon: (a) the party seeking indemnification promptly notify the other party of the claim and cooperate with the party in defending the claim; (b) the indemnifying party will have full control and authority over the defense, except that: (i) any settlement requiring the party seeking indemnification to admit liability or to pay any money will require that party's prior written consent, such consent not to be unreasonably withheld or delayed, and (ii) the other party may join in the defense with its own counsel at its own expense. THE INDEMNITIES ARE A PARTY'S ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION BY THE OTHER PARTY OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

11. Limitation of Liability

Each party shall only be liable for direct damages. As such, each party shall not be liable to the other party for any indirect, special, incidental, or punitive damages, including, but not limited to, loss of data, loss of business or any other loss arising out of or resulting from a party's performance under this Agreement, even if it has been advised of the possibility of such damages. EXCEPT WHERE EXCLUDED BY APPLICABLE LAW, A PARTY'S CUMULATIVE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE SUBSCRIPTION CHARGES AND/OR PROFESSIONAL SERVICES FEES PAID OR PAYABLE BY CUSTOMER DURING THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION SHALL LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY FOR: (A) ITS INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT; OR (B) ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

12. Miscellaneous

a. **Assignment.** Except as otherwise expressly provided in this Agreement, neither party may assign, transfer, convey or encumber this Agreement or any rights granted in them without the prior written consent of the other party (such consent not to be unreasonably withheld). Notwithstanding the foregoing, a party shall have the right to assign this Agreement to its Affiliates or to a successor entity in the event of a merger, consolidation, transfer, stock purchase, provided the assignee is subject to all obligations under this Agreement.

b. **Entire Agreement.** This Agreement, together with the Service Order, DPA, Success Plan, Implementation Plan (as applicable), and any document mentioned in the Service Order, constitutes the entire agreement between the parties and supersedes any prior communications, commitments, or agreements, oral or written, with respect to the subject matter of this Agreement. Any other standard or boilerplate terms and conditions included in any document provided by the Customer or an agent or partner to Customer (e.g., click-wrap agreements and purchase orders) are not to be considered agreed upon and will not be binding. Any changes or modifications to this Agreement must be made in writing and signed by authorized representatives of both parties before taking effect.

c. **Nature of Relationship.** The parties agree the relationship created by this Agreement is that of an independent contractor. In performing all obligations and duties under this Agreement, the parties shall be, and at all times is, acting and performing as independent contractors, and not as a partner, co-venturer, agent, or employee of the other party, and nothing contained herein shall be construed to be inconsistent with this relationship or status, and is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other party or to bind the other party in any manner. Except for any materials, procedures, or subject matter agreed upon between Siteimprove and Customer, Siteimprove shall have complete control over the manner and method of performing the Services.

d. **Publicity.** Customer consents to Siteimprove using Customer's trading name, trademarks and logos as a reference for marketing or promotional purposes on Siteimprove's website, in presentations and in public and private communications with Siteimprove's existing or prospective customers. Customer retains the right to revoke this consent at any time by providing written notification to customerfirst@siteimprove.com stating that it no longer wishes to be identified as a reference.

e. **Insurance.** During the term of this Agreement and for two (2) years thereafter, each party shall at all times keep in effect appropriate insurance policies, with financially sound and reputable insurers, covering any claims for damages which the other party may be entitled to under this Agreement or as required by statutory law.

f. **Export Compliance.** The Services and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Siteimprove and Customer each represents that it is not named on any U.S. government denied-party list. Customer will not permit any user to access or use the Service in any

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capacity in a U.S.-embargoed country or region or for use in violation of any applicable export law or regulation (e.g., nuclear, chemical, or biological weapons proliferation, or missile-development purposes).

g. **Anti-Corruption and Ethical Conduct.** Each party represents that it has not received, been offered, or offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of its employees, Affiliates or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. The parties and their employees are obliged to desist from any practice which may lead to penal liability due to crimes in violation of competition, fraud, guaranteeing advantages, acceptance of bribery or other corruption crimes. The parties shall: (i) comply with all applicable laws, statutes, and regulations relating to anti- bribery and anti-corruption; (ii) have in place throughout the term of the Agreement policies and procedures to ensure compliance with anti- corruption regulation; (iii) promptly report to the other party if it receives any request or demand for any undue financial or other advantage of any kind received by Customer or any of its Affiliates; (iv) ensure that all third parties associated with it who are delivering services or goods in connection with this Agreement comply with this Section 12(g).

h. **Notices.** Notices under this Agreement shall be in writing and shall be sent as certified mail, by a nationally recognized courier (with proof of delivery receipt or acknowledgment of receipt) to the address set out in this Agreement, or by e-mail. E-mail notices to Customer will be sent to the e-mail address of the Contact Person designated on the Service Order. E-mail notices to Siteimprove must be sent to legal@siteimprove.com. The notice shall be deemed given on the date of receipt, or refusal of delivery, by the receiving party.

13. Governing Law

This Agreement and any dispute in relation to the Services, or the Customer's use hereof, will be governed by and construed in accordance with the relevant law based on where the Customer is domiciled cf. the table below and subject to the exclusive jurisdiction of the competent courts, also specified below.

For Customers domiciled in:	Governing Law	Exclusive jurisdiction
Customers in EEA, and Switzerland other than Germany and Austria.	The law of country or state specified in the Issued To Address provided by Customer on the Service Order	The courts of the country, state, or city, whichever is applicable, where the Customer is specified in the Sold To Address on the Service Order
United Kingdom	England and Wales	The courts of England and Wales
A country in Europe, the Middle East or Africa, other than a country in the EEA, Germany, Austria, Switzerland, and the United Kingdom	Denmark	Copenhagen, Denmark
Australia, and New Zealand	New South Wales, Australia	New South Wales, Australia
Japan	Japan	A country in Asia, or the Pacific region, other than Japan, Australia, or New Zealand
A country in Asia, or the Pacific region, other than Japan, Australia, or New Zealand	Singapore	Singapore
United States or a country in Central or South America, or the Caribbean	New York	New York, New York, U.S.A.
Canada	Ontario	Toronto, Ontario, Canada

14. Additional terms for AI Features

- a. **Scope.** This Section 14 is limited to Customer's access to AI Features in the Siteimprove Platform. Some features of the Software Services utilize AI capabilities, which may include but are not limited to content generation, summarization, recommendation, and language processing. AI Features do not automatically process any data and require specific input from Customers in order to function.
- b. **AI Integration.** AI Features are powered by third-party service providers, including OpenAI (provider of ChatGPT) and Amazon (provider of Bedrock), and may involve the processing of Customer Data to produce AI output. Customer can at all times manage AI settings under the AI Management page in the platform.
- c. **Customer Data Consent and License.** By using AI Features, Customer consents to the transmission and processing of Customer Data through third-party AI systems for the purpose of generating AI Outputs. Customer grants Siteimprove a limited, non-exclusive, worldwide, royalty-free license to use, transmit, and process Customer Data solely as necessary to operate and provide the AI Features within the Software Services, in accordance with the Agreement.
- d. **Disclaimer of Warranties.** The AI Features generate content based on probabilistic models and may produce results that are inaccurate, incomplete, or otherwise unexpected. The AI Output is provided "as-is" and without warranties of any kind, express or implied, including but not limited to accuracy, reliability, or fitness for a particular purpose. Any outage, downtime or other failure to provide AI Features that is caused by the third-party providers is not considered a material breach of this Agreement.
- e. **Siteimprove Responsibilities.** Siteimprove will ensure its AI Features operate in a fair, transparent, and accountable manner. All AI-driven processes will be designed to avoid bias related to protected characteristics such as race, gender, age, religion, or disability. Prior to implementing any AI Features, Siteimprove will conduct impact assessments, maintain clear documentation of system capabilities and limitations, and establish human oversight mechanisms.
- f. **Customer Responsibilities.** Customer is solely responsible for ensuring that (i) it has all necessary rights and consents to submit Customer Data to the AI Features; (ii) any Customer Data provided does not include Personal Data; and (iii) such use complies with applicable laws, regulations, internal policies, and any end user restrictions stated in OpenAI's Business Terms available at <https://openai.com/policies/business-terms/> and Amazon's Service Terms available at <https://aws.amazon.com/service-terms/>. Customer acknowledges that AI Output may be inaccurate, biased, or otherwise unsuitable for specific use cases and should not be used as a substitute for professional advice (including legal, medical, financial, or similar regulated areas). Customer is solely responsible for (1) evaluating (including by human review) AI Output for accuracy, completeness, and other factors relevant to your use before using, distributing, or relying on the AI Output and (2) its decisions, actions, and omissions in reliance or based on the AI Output. Siteimprove shall not be responsible or liable for any breach of Customer's obligation in this section.
- g. **Service Changes.** Siteimprove reserves the right to modify, suspend, or discontinue AI Features at any time due to changes in third-party services, technical constraints, or legal or regulatory considerations. Such change of access to, or functionality of the AI Features will not terminate the underlying Agreement or trigger any contractual penalties unless otherwise specified.

Signature page to follow

Siteimprove

By signing below, each party acknowledges that it has carefully read and understood this Agreement and agrees to be bound by the terms of this Agreement.

Siteimprove

Customer: _____

Signature

Signature

Name

Name

Title

Title

Date

Date

Data Processing Agreement

v. October 2025 [EU specific terms]

BY SIGNING THIS DATA PROCESSING AGREEMENT ON BEHALF OF THE CUSTOMER, THE UNDERSIGNED REPRESENTS AND WARRANTS THAT: (A) THEY HAVE FULL LEGAL AUTHORITY TO BIND THE CUSTOMER TO THIS DATA PROCESSING AGREEMENT; (B) THEY HAVE READ AND UNDERSTOOD THE TERMS OF THIS DATA PROCESSING AGREEMENT; AND(C) THEY AGREE, ON BEHALF OF THE CUSTOMER, TO BE BOUND BY THE TERMS OF THIS DATA PROCESSING AGREEMENT.

1. Parties

This Data Processing Agreement (hereinafter referred to as the 'DPA') is entered into by and between:

Data Controller or 'Customer'	Data Processor or 'Siteimprove '
Full name of organisation:	Full name of organisation: Siteimprove A/S
Address:	Address: Havneholmen 33, 1561 København, Denmark
Company registration number:	Company registration number: CVR: 25537017

2. Definitions

In addition to the concepts defined in the text for the DPA, these definitions shall, regardless of whether they are used in the plural or singular, in definite or indefinite form, have the following meaning when entered with capital letters as the initial letter.

‘Controller’ means a natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data and for the purposes of this DPA means Customer.

‘Data Protection Laws’ refers to i) the General Data Protection Regulation (GDPR)¹ including any applicable national personal data legislation implementing the GDPR as revised and superseded from time to time, and ii), for Customers in the United Kingdom, the UK GDPR and the Data Protection Act 2018 as revised and superseded from time to time, and iii), for Customers in Switzerland, the new Federal Act on Data Protection (nLPD) 2020 as revised and superseded from time to time.

‘Data Subject’ means a natural person whose Personal Data is Processed.

‘Instruction’ means the written instructions that more specifically define the object, duration, type and purpose of Personal Data, as well as the categories of Data Subjects and special requirements that apply to the Processing.

‘Personal Data’ means any information relating to an identified or identifiable natural person, where an identifiable natural person is a person who directly or indirectly can be identified in particular by reference to an identifier such as name, social security number, location data or online identifiers or one or more factors which are specific to the natural person's physical, physiological, genetic, psychological, economic, cultural or social identity.

‘Personal Data Breach’ means breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed.

‘Processing’ means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

‘Processor’ means a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Controller and for the purposes of this DPA means Siteimprove.

‘Sub-processor’ means a natural or legal person, public authority, agency or other body which, in the capacity of subcontractor to the Processor, Processes Personal Data on behalf of the Controller.

‘Third Country’ means a country that is outside the European Union (EU), the European Economic Area (EEA), the United Kingdom or Switzerland.

¹ Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

3. General terms

- a. Through this DPA the Customer regulates Siteimprove's Processing of Personal Data on behalf of the Customer. The aim of the DPA is to safeguard the freedoms and rights of the Data Subject during Processing, in accordance with what is stipulated in Article 28.3 of the GDPR.
- b. Siteimprove must Process Personal Data in accordance with good industry practice and follow principles and recommendations set forth in ISO 27001.
- c. Two appendices are attached to the DPA and form an integral part of the DPA.
 - **Appendix 1 – Instructions for the Processing of Personal Data**
 - **A - Information about the processing**
Contains details about the Processing of Personal Data, including the purpose and nature of the Processing, type of Personal Data, categories of data subject and duration of the Processing.
 - **B - Security Measures**
Contains the description of Security Measures implemented by Siteimprove.
 - **Appendix 2 – Sub-processors**
Contains the list of Sub-processors used to deliver the Software Services.
- d. This DPA is supplemental to, and forms an integral part of, the [Master Subscription Agreement](#) (hereinafter referred to as the 'MSA') and is effective upon its incorporation into the MSA, which may be specified in the MSA, a Service Order or an executed amendment to the MSA. In case of any conflict or inconsistency with the terms of the MSA, this DPA will take precedence over the terms of the MSA to the extent of such conflict or inconsistency. Terms not otherwise defined in this DPA will have the meaning as set forth in the MSA.

4. The Customer's responsibilities

- a. The Customer has the responsibility to make decisions about the purposes and means of the Processing of Personal Data. The Customer shall therefore also be responsible, among other, for ensuring there is a lawful basis for the Processing at all times and that the Instructions provided to Siteimprove (see Appendix 1) are in accordance with applicable Data Protection Laws.
- b. The Customer shall, without undue delay, notify Siteimprove of any changes in the Processing which affect Siteimprove's responsibilities pursuant to applicable Data Protection Laws.
- c. The Customer is responsible for ensuring that the Personal Data that the Customer instructs Siteimprove to process may be processed by Siteimprove, including that no special category of Personal Data (sensitive Personal Data) is made available on the Customer's website.

- d. The Customer is responsible for informing Data Subjects about the Processing and protecting the rights of Data Subjects according to Data Protection Laws as well as taking any other action mandatory to the Customer according to Data Protection Laws.

5. Siteimprove 's responsibilities

- a. Siteimprove undertakes to only Process received Personal Data in accordance with this DPA and for the specific purposes stipulated in the Instructions, as well as to comply with Data Protection Laws.
- b. In the event that Siteimprove finds the Instructions to be unclear, in violation of Data Protection Laws or non-existent, and Siteimprove is of the opinion that new or supplementary Instructions are necessary in order to fulfil its undertakings, Siteimprove shall inform the Customer of this without undue delay.
- c. If the Customer provides Siteimprove with new or revised Instructions, Siteimprove shall without undue delay from receipt, communicate to the Customer whether the implementation of the new Instructions causes changed costs for Siteimprove.
- d. Siteimprove undertakes to ensure that all natural persons working under its management follow this DPA and Instructions and that such natural persons are informed of requirements in relevant legislation.
- e. Siteimprove shall, at the request of the Customer, assist in ensuring that the obligations pertaining to Articles 32-36 in the GDPR are fulfilled and respond to requests for the exercise of a Data Subject's rights pertaining to the GDPR, Chapter III, taking into account the type of Processing and the information which Siteimprove has access to.
- f. Siteimprove assures to provide sufficient expertise, reliability, and resources to assist Customer in implementing the appropriate technical and organizational measures, so that the Processing meets the requirements of the Data Protection Laws and ensures the protection of the Data Subject's rights.

6. Security of processing

- a. Siteimprove must implement the security measures required pursuant to Article 32 of the GDPR, including implementing appropriate technical and organizational security measures to protect Personal Data from:
 - i. destruction, loss, alteration, or impairment,
 - ii. disclosure to unauthorized parties or unauthorized use or from other processing in contravention of Data Protection Laws
- b. At least once a year, Siteimprove must review its internal security procedures and guidelines for Processing of Personal Data to ensure that the necessary security measures are constantly observed (see Appendix 1.B).
- c. Siteimprove and its employees are prohibited from collecting and processing Personal Data which is not relevant to the performance of their tasks.

- d. Siteimprove shall systematically test, investigate and evaluate the effectiveness of the technical and organizational measures which will ensure the security of the Processing.
- e. Siteimprove may modify or update the Security Measures (Appendix 1.B) at our discretion provided that such modification or update does not result in a material degradation in the protection offered by the Security Measures.

7. Duty of confidentiality

- a. Siteimprove must ensure that anyone who is authorized to process Personal Data covered by the DPA, including employees and Sub-processors, undertake a duty of confidentiality or are subject to an appropriate statutory duty of confidentiality.
- b. Siteimprove shall promptly inform the Customer of any contacts with supervisory authorities pertaining to the Processing. Siteimprove does not have the right to represent the Customer or act on behalf of the Customer towards supervisory authorities in matters relating to the Processing.
- c. If a Data Subject, supervisory authority or third party requests information from Siteimprove pertaining to the Processing, Siteimprove shall inform the Customer about the matter. Information about the Processing may not be submitted to the Data Subject, supervisory authority or third parties without written consent from the Customer, unless mandatory law stipulates that such information must be provided. Siteimprove shall assist with the communication of the information covered by a consent or legal requirement.

8. Audits and inspections

- a. Upon request, Siteimprove will allow for and contribute to Customer's audit by providing documentation, certifications, reports, and records relating to Processing of Personal Data for the sole purpose of determining Siteimprove's compliance with the obligations laid down in this DPA and applicable Data Protection Laws. Customer's right to audit is limited to once per calendar year, unless there are reasonable grounds to suspect non-compliance with the DPA.
- b. To the extent that the audit under Section 8.a does not provide sufficient information for the Customer to determine Siteimprove's compliance with this DPA, Customer may appoint an independent third party (who cannot be a competitor of Siteimprove) at the Customer's own expense who shall be given access to such parts of Siteimprove's physical facilities where the Processing of Personal Data takes place. The scope of the inspection will be limited to whether Siteimprove has implemented the appropriate technical and organizational security measures. The Customer's independent expert will not have access to information about Siteimprove's general cost structure or to information concerning Siteimprove's other customers. Siteimprove will be compensated for any time spent on such inspection at a fixed hourly rate agreed prior to the inspection.
- c. At Siteimprove's request, the expert and Customer must sign a non-disclosure agreement and, in any circumstance, treat any information obtained or received from Siteimprove confidentially. The Customer

or third party must not disclose such information or use such information for other purposes than to determine whether Siteimprove has taken the appropriate technical and organizational security measures.

- d. Siteimprove shall provide the supervisory authority, the means to carry out supervision according to the authority's request pertaining to the legislation in force at any time, even if such supervision would otherwise be in conflict with the provisions of this DPA. Access to Siteimprove's physical facilities is only given on presentation of appropriate identification.

9. Personal data breaches

- a. Siteimprove must give written notice to the Customer without undue delay, but no later than 48 hours, after becoming aware of breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed by Siteimprove under the DPA.
- b. Siteimprove shall, taking into account the type of Processing and the information available to Siteimprove, provide the Customer with a written description of the Personal Data Breach. Following shall be stated in Siteimprove's description to the Customer:
 - the nature of the Personal Data including where possible, the categories and approximate number of Data Subjects concerned, and the categories and approximate number of Personal Data records concerned;
 - the likely consequences of the Personal Data Breach;
 - the measures taken or proposed to be taken by Siteimprove to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.
- c. If it is not possible for Siteimprove to provide the full description at the same time, according to Section 9.a of this DPA, the description may be provided in instalments without unnecessary further delay.

10. Sub-processors

- a. The Customer gives Siteimprove a prior, general, written approval for the use of Sub-processors. At the date of the DPA, Siteimprove is using the Sub-processors listed in Appendix 2. Siteimprove shall give written notice to the Customer of any planned changes in terms of adding or replacing Sub-processors no later than thirty (30) days before the change takes effect.
- b. The Customer is entitled to object to the change within fourteen (14) days following receipt of Siteimprove's written notice. The Customer can refuse the addition or replacement of a Sub-processor if there are specific, reasonable grounds relating to the Sub-processors ability to comply with the obligations in this DPA or applicable Data Protection Laws.

- c. If Customer notifies Siteimprove of such objection, the parties will discuss in good faith with a view to achieving a commercially reasonable resolution. If no such resolution can be reached, Siteimprove will, at our sole discretion, either not appoint the new Sub-processor, or permit Customer to suspend or terminate the affected Software Service in accordance with the termination provisions of the MSA without liability to either party but without prejudice to any fees incurred prior to suspension or termination.
- d. Before using a Sub-processor, Siteimprove must conclude a written agreement with the Sub-processor imposing at least the same obligations as those undertaken by Siteimprove under this DPA, including the obligation to implement appropriate technical and organizational measures to ensure that the processing meets the requirements set out in the Data Protection Laws. The Customer is entitled to receive a copy of such parts of Siteimprove's agreement with a Sub-processor that concern mandatory data protection obligations.
- e. Where a Sub-processor fails to fulfil its data protection obligations, Siteimprove will remain fully liable to the Customer for the performance of that Sub-processor's obligations.
- f. All communication between Customer and Sub-processor will take place through Siteimprove.

11. Processing location and transfer of Personal Data to Third Country

- a. Siteimprove shall ensure that the Personal Data is stored within the EU/EEA by an organization established within the EU/EEA, unless the Customer has Instructed Siteimprove otherwise.
- b. Siteimprove is only entitled to transfer Personal Data to a Third Country for Processing (e.g. for service, support, maintenance, development, operations or other similar handling) if the Customer has given advance approval of such transfer.
- c. Transfer to a Third Country for Processing may be carried out only if it complies with the Data Protection Laws and fulfils the requirements for the Processing set out in this DPA.
- d. In Appendix 2, Siteimprove has stated the physical location of servers, service centres, etc., involved in the Processing. Siteimprove undertakes to give prior written notice to the Customer of any change to such physical location. This will not require a formal amendment to Appendix 2; prior written notice will suffice.

12. Liability in connection with the Processing of Personal Data

- a. The aggregated liability of each party, including any Affiliates, arising out of or related to this DPA, will be subject to the limitations and exclusions of liability set out in the 'Limitation of Liability' Section of the MSA.
- b. In accordance with Article 82 of the GDPR, neither Party's liability shall be limited with respect to any compensation payable to natural persons suffering material or non-material damage as a result of an infringement of applicable Data Protection Laws under this DPA.

- c. Any administrative fines or similar sanctions imposed by a competent authority in relation to the Processing of Personal Data, due to an infringement of the DPA, the Instructions, and/or applicable provisions of Data Protection Laws, shall be borne by the Party to the DPA that is identified as the recipient of such sanctions.
- d. If either party becomes aware of circumstances that could be damaging to the other party, the first party shall immediately inform the other party of this and work actively with the other party to prevent and minimize the damage or loss.

13. Amendments to the DPA

Unless otherwise specified, changes become effective for Customer upon renewal of the then-current Subscription Term or entry into a new Service Order after the updated version of this DPA goes into effect. Siteimprove will use reasonable efforts to notify Customer of the changes through communications via Customer's account, email, or other means.

14. Term and termination of the DPA

- a. The DPA takes effect at the same time as the MSA (to which the DPA is a Schedule) and will remain in effect until the termination of the MSA. Either party may terminate the DPA on the same terms and conditions as those applicable to the MSA.
- b. Irrespective of the formal term of the DPA, the DPA will remain in effect for as long as Siteimprove is processing Personal Data on behalf of the Customer.

15. Measures in the event of termination of the DPA

- a. Upon termination of the DPA, Siteimprove shall delete any Personal Data processed on behalf of the Customer. On the Customer's demand, Siteimprove must provide documentation that the demanded data erasure has been completed. The obligation to delete Personal Data does not apply if storage of the Personal Data is required under EU law or relevant national law where Processing may be carried out pursuant to the DPA.
- b. Deletion pertaining to the DPA shall be carried out no later than ninety (90) calendar days following the termination of the DPA, unless otherwise stated in the Instructions.
- c. The Duty of Confidentiality as stated in Section 7 shall survive the termination of the DPA, and will remain in effect perpetually, or to the extent permitted by law.

16. Governing law

This DPA will be governed by and construed in accordance with the 'Governing Law' Section of the MSA, unless required otherwise by Data Protection Laws.

17. The parties signature

By signing this DPA, both parties agree to have read and understood this DPA in its entirety. The person signing represents and warrants that they are duly authorized and has the legal capacity to execute this DPA.

On behalf of Customer	On behalf of Siteimprove
Name:	Name:
Title:	Title:
Date:	Date:
Signature:	Signature:

Appendix 1 – Instructions for the Processing of Personal Data

1.A – Information about the Processing

1. Purpose and nature of Processing

The purpose of the data processor's processing of personal data on behalf of the data controller is:

- a. The Customer hereby instructs Siteimprove to Process the Customer's data for use for operation and maintenance of the Customer's website, as described in the MSA. Siteimprove is a multinational software-as-a-service provider which gives customers access to cloud-based tools for management and optimization of website content, monitoring of website performance and/or use of website analysis data. The Customer has purchased access to such Software Services.
 - Siteimprove's tools are designed and developed to collect and process content on Customers' websites, such as storage of cached copies of customers' website content. In this connection, Siteimprove collects and Processes both personally attributable and not personally attributable data on the Customer's website in connection with the provision of the Software Services.
 - The data processor's processing of personal data on behalf of the data controller shall mainly pertain to (the nature of the processing): Storage of and access to personal data.

2. Type of Personal Data

- a. Any Personal Data that is not considered as 'Special' (or 'Sensitive') category of Personal Data is instead categorized as 'Ordinary' Personal Data. Personal Data Processed in connection with performing the Software Services may include; name, address, e-mail address, job title, phone number or other similar non-sensitive data. Irrespective of which Software Services Customer subscribes to, only 'Ordinary' Personal Data will be Processed, unless instructed otherwise by Customer. Customer is the owner of the website (and the website content) and thereby controls what data is made available for Siteimprove to Process on Customer's behalf. Customer as Data Controller must at all times have a valid lawful basis in order to Process the Personal Data.
- b. When using Analytics based services, IP addresses of website visitors may also be Processed. Siteimprove offers different technical measures to ensure irreversible anonymization of IP addresses utilized for the Analytics based services, which Customer may enable or disable at will.
- c. The Processing comprises Personal Data in the categories ticked below. Siteimprove's and any Sub-processors level for security of Processing should reflect the data sensitivity.

- ☒ **Ordinary personal data** (see Article 6 of the GDPR)
Contact level information such as; name, e-mail address, job title, phone number
- ☐ **Special categories of personal data** (see Article 9 of the GDPR)
Racial or ethnic origin, political opinions, religious beliefs, philosophical beliefs, trade union membership, health issues, including abuse of medication, drugs, alcohol, etc., sexual orientation
- ☐ **Data on individuals' purely private affairs** (see Articles 6 and 9 of the GDPR)
Criminal convictions and offences, serious social problems, other purely private matters
- ☐ **National identification number** (see Article 87 of the GDPR)

3. Categories of Data Subjects

Personal Data is Processed about the following categories of Data Subjects:

- Any person who may be stated or identifiable on the Customer's website (e.g., citizens, students, employees etc.)
- Website visitors (when using Analytics based services and depending on the Customer's configuration).

4. Duration of Processing

Subject to Section 14 of this DPA, Siteimprove will Process Personal Data for the duration of the MSA, unless otherwise agreed in writing.

1.B – Information Security Measures

Information security approach

Siteimprove adopts a risk-based approach to Information Security and to the protection of the Personal Data that we Process on behalf of our Customers. These measures address accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access as described in this Appendix.

The processing takes place as part of the Customers use of the Services and the Customer has the possibility to control what Personal Data is entered into the relevant Services. Siteimprove is entitled to and obliged to make decisions about which technical and organizational security measures that must be implemented in order to establish the necessary (and agreed) security level. Siteimprove will always at least take the technical and organisational measures below, but may, at any time, upgrade the level of security and the measures related thereto if the risk scenario changes.

Physical security at Siteimprove's premises and data centers	Data center physical security is managed and operated by Siteimprove's outsourced data center providers (as listed in Appendix 2). Each data center has appropriate physical security controls in place according to ISO 27001 practices. The controls in place include, but are not limited to; onsite security guards, security patrols, CCTV monitoring, and deployment of access control systems. Access to Siteimprove office locations and restricted areas is granted to authorized individuals and controlled by physical access cards. Visitors only have access to office locations when accompanied an authorized employee.
Logging	Employee activities related to Personal Data access and Processing events are logged with the following details: username, IP address, time of the activity, activity, reason for the activity. User activity logs are kept for durations dependent on the business need. Logs are kept in a centralized logging solution wherever technically feasible. Logs are inspected as part of internal security event monitoring. Monitoring processes are also independently reviewed as part of Siteimprove's ISAE 3000 and external financial audits.
Anti-malware and firewalls	Malware and endpoint protection solutions are deployed on all Siteimprove employee's devices, servers and network perimeter gateways. Procedures and responsibilities for detection, prevention and removal of malware and malicious code are implemented and communicated. Systems, devices and equipment used to access information, and systems provide host protection capabilities including

	anti-virus and malware detection, anomaly detection and protection and local firewalls. These are configured and managed by central policy and updated automatically. For user endpoints, Siteimprove deploys centrally managed patch management of OS, software, endpoint protection, and automatic deployment capabilities for applications and services. For servers, Siteimprove has the capability to rapidly patch vulnerabilities across all its computing devices, applications, and systems. Patches are assessed before being applied to production infrastructure equipment to minimize the risk of service disruption.
Incident detection and response	Siteimprove holds and maintains a Security Incident Response Plan (SIRP) based on guidelines from NIST, to address any potential data breaches or security incidents. Security incidents are detected through automated monitoring tools and manually by security teams. A reporting mechanism is available for employees to report any security vulnerabilities or suspicious activities.
Encryption	Siteimprove assures the confidentiality and integrity of Data by using and supporting the latest recommended protocols for encryption. ▪ Data in transit - When the Siteimprove platform crawls customer websites it will use the most appropriate level of TLS protocol version (e.g. TLS1.3) and cipher suites as configured by the customer's web servers, ensuring secure communication between your systems and ours. ▪ Data at rest - Siteimprove uses AES-256 encryption to protect data stored in our databases. ▪ Confidential customer data is encrypted using Transparent Data Encryption (TDE). Pseudonymization is applied, wherever feasible, by separating direct and indirect identifiers to facilitate secure and private processing. Likewise, data is logically segregated to ensure confidentiality of the information.
Backup and retention	Backup of data is completed on a regular and frequent basis. Siteimprove will store Personal Data provided by the Customer on its production environments and backups throughout the duration of the Customer's MSA with Siteimprove.
Authorization and access restrictions	The performance of Siteimprove's Software Services requires some employees to have access to the systems that process Personal Data provided by the Customer. These employees are prohibited from using their permissions to view the data unless required to carry out their defined tasks. Employee access to Data is managed in accordance with the "need

	to know” and “least privilege” principles, ensuring that access is granted only to those employees who require it to perform their tasks. Assignment of access privileges is aligned with the employee’s current job function responsibilities. Technical controls and audit policies are in place to ensure that any access to Personal Data provided by the Customer is controlled and logged. Controls and policies are reviewed on a regular basis. This includes an annual review of users to ensure correct allocation of access rights. Multifactor authentication is implemented wherever technically feasible and employees’ passwords are protected according to current industry best practices (NIST 800-63).
Control	Internal security audit: A programme of internal security audits is completed annually. The objectives of this audit programme are (i) assuring adherence to the Information Security Framework, (ii) monitoring and following-up on regulatory information security requirements relevant to Siteimprove (e.g., Personal Data processing), and (iii) indirectly raising employee awareness around Security and Privacy. External security audit: Siteimprove undergoes yearly security audits from third parties to obtain an objective view over the effectiveness of its technical and organizational security measures. Penetration testing: Siteimprove Platform is tested for security vulnerabilities through the completion of independent penetration tests and internal vulnerability assessments.

Storage period and erasure procedures

As soon as the MSA between Siteimprove and Customer is terminated, Siteimprove will initiate the deletion of Personal Data provided by the Customer. When the MSA between Siteimprove and Customer is terminated, the following will happen:

- tables in the database containing customer results, history, and specific customizations to Siteimprove platform will be dropped;
- crawled website data (HTML) and/or any linked documents (such as PDF files) will be deleted;
- deletion from backups is initiated; due to backup frequency and technical configuration, Personal Data will be fully removed from backups ninety (90) days after initiation.

Processing Location

Processing of Personal Data under this DPA will not be performed at any locations other than those listed below, unless Siteimprove provides prior written notification:

- **Copenhagen, Denmark**
- **Frankfurt, Germany**

User management within Siteimprove Platform

The Customer is responsible for user management within Siteimprove Platform. Access roles and rights within the Platform are predefined and detailed in the [‘User Roles’ section of the KnowledgeBase](#). There is a minimum password policy in place, but this must be configured by the Customer with more information being found on the [Password Policy FAQ section of the KnowledgeBase](#). There is also a possibility to create additional user roles. Regarding authentication, the Platform uses its own repository of users with local authentication. It is possible to configure Single Sign On (SSO) with more information being found on the [SSO FAQ section of the KnowledgeBase](#).

Vendor Management Process and Sub-processors

To conduct business effectively, Siteimprove collaborates with various vendors. As part of its Vendor Management Process, Siteimprove assesses the risks tied to the products and services provided by vendors. The Vendor Management Process includes input from the Legal, Information Security, IT and Finance departments. Siteimprove’s vendors are required to commit to standard provisions such as clauses regarding duty of confidentiality. Data processing agreements and other standard contractual clauses are used to further ensure secure collaborators. Siteimprove’s Vendor Management Process includes regular review of vendor security measures. The frequency of review is determined by the criticality and risk rating of the vendor relationship and services.

Employee practices and information security awareness

Information security awareness training is provided as part of the new employee onboarding program which all new joiners are required to complete. Employees are made aware of security threats and practices during onboarding as well as on an ongoing basis. Employees are required to complete the mandatory annual training which includes security fundamentals, social engineering and data privacy topics. All Siteimprove employees are required to conduct themselves in a manner consistent with company guidelines, non-disclosure requirements, and ethical standards. Any violation of Siteimprove policies, procedures, or code of conduct may result in disciplinary actions.

Background checks: Where permitted by applicable law, Siteimprove employees undergo a third-party background or reference checks, to the extent relevant for the job and level of responsibility associated with the specific role.

Information Security Documentation

After Customer signs a non-disclosure agreement (‘NDA’), Siteimprove will enable the Customer to review the following documents and information to demonstrate compliance with Siteimprove’s obligations:

- the certificates issued for Siteimprove infrastructure providers in relation to the ISO 27001 Certification.
- the current SOC 2 Report for Siteimprove infrastructure providers.
- the current penetration testing attestation for Siteimprove Platform.
- the current platform architecture for Siteimprove Platform.

Security and Privacy contact

Siteimprove does not employ a Data Protection Officer, as the scale and nature of the Processing conducted by Siteimprove does not rise to the amount necessary to appoint one.

The single point of contact for Siteimprove Privacy matters is Siteimprove Privacy Team:

privacy@siteimprove.com

The single point of contact for Siteimprove Security matters is Siteimprove Information Security team:

security@siteimprove.com.

Customers can subscribe to status.siteimprove.com to be kept up to date with any ongoing incidents and outages. Any upcoming system maintenance updates will also be shown on this page.

Appendix 2 – Sub-processors

This Appendix constitutes Siteimprove’s disclosure of Sub-processors used to provide the Software Services. It is an integrated part of the DPA, and its inclusion constitutes Customer’s agreement to the use of listed Sub-processors.

In the Service Order provided by Siteimprove, under section ‘Package Information’, you may find a list of the relevant Software Services ordered by your organization. The table below list all third parties used by Siteimprove to provision the Software Services.

Company name	Company information	Location and purpose of processing	Relevant Software Services
Amazon Web Services (AWS) EMEA SARL	Company registration number: B-93815 Registered office: 38, Avenue John F. Kennedy, L-1855 Luxembourg AWS entity: A100 ROW GmbH	Location of processing: Frankfurt, Germany Purpose of processing: Hosting & Infrastructure	Applicable for all Customers irrespective of which Software Services you are subscribing to.
SingleStore Inc.	Company registration number: C3400137 Registered office: 534 4th St, San Francisco, CA 94107, USA	Location of processing: Frankfurt, Germany Purpose of processing: Data indexing	Only applicable for Analytics-based Software Services.