



End User Subscription Agreement

v. October 2025

This Siteimprove End User Subscription Agreement (the “EUSA”) is entered into between Siteimprove A/S and its Affiliates (collectively “Siteimprove”), and Customer (defined below).

1. Definitions

In this EUSA, terms with initial capital letters shall have the meanings ascribed to such terms in this Section 1 or elsewhere in this EUSA 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.

“**Customer**” means the end user organization 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,

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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;

“Service Order” means an order form, quote, statement of work or any other document for purchase of Siteimprove’s services between Siteimprove and Partner.

“**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. Contractual Relationship

a. **Services.** Customer has ordered Siteimprove’s Services through Customer’s preferred partner (the “**Partner**”). The Services are Set forth in the Service Order.

b. **Term.** This EUSA is effective the earlier of i) the signature of this EUSA or ii) the date that Partner will provide Customer with access to the Services according to the Service Order. This EUSA will continue to be in effect for as long as the Service Order with Partner is in place or until this EUSA is terminated cf. section 5 below.

c. **New Orders.** Any new orders, including upgrades to the Customer’s current services, must be placed by Customer through the Partner.

3. Access

a. **Software Services.** Siteimprove will make the Software Services available pursuant to: a) this EUSA; 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 “EUSA”. Customer will continue to be subject to the EUSA 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 at the then-current rate. Any such services will be outlined in an applicable Service Order and subject to Section 3(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. **Learning Management System.** Any access to the LMS will be subject to the limitations set out in the applicable Service Order and/or Success Plan.

4. Use of Services

a. **Right to Use.** Subject to Partner's payment of all fees due to Siteimprove, Siteimprove grants to Customer on behalf of Partner 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 4(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 Partner on behalf of the 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.** 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; or (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 4(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 4(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 EUSA, 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.

5. Term and Termination

a. **Subscription Details.** Subject to the terms of this Agreement, the Customer is granted the rights to use the Services from the Start Date and throughout the Subscription Term as specified in the Service Order. If there is a difference in the Services provided to Customer by Siteimprove compared to what was originally ordered by Customer to Partner, Customer must at once make Partner aware of such difference.

b. **For Convenience.** Under the terms and conditions of Siteimprove's agreement with the Partner, Siteimprove is entitled to suspend or terminate the Customer's subscription to the Services if Siteimprove does

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not receive payment for the services from the Partner in accordance with the agreement between Siteimprove and the Partner. Customer acknowledges these suspension and termination rights and agrees that Siteimprove shall have no liability to Customer of any kind with respect to any such suspension or termination. Customer's sole recourse with respect to any such suspension or termination shall be against Partner.

c. **For Breach.** Without affecting any other right or remedy available to it, either party may terminate this EUSA, 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 4, 6, 7, 9, and 12(a); (ii) any other 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.

d. **Partner Relationship.** Should Customer's agreement with Partner end for whatever reason, this EUSA shall continue for the remaining part of the term as specified in the Service Order from Partner to Siteimprove and then terminates automatically. Customer will not hold Siteimprove liable for any claims in relation to the Fee paid by Customer to Partner in case of termination of Customer's agreement with Partner.

e. **Effects of Termination.** In case of termination of this EUSA, Siteimprove will shut down access to the Included Services immediately. Should either this EUSA or Customer's agreement with Partner terminate, Customer will hold Siteimprove harmless for all claims relating to Customer's relationship with Partner, including any claims for refund. In case of termination of this EUSA due to a breach by Siteimprove, Customer must seek compensation through Partner. Nothing in this EUSA shall prevent Siteimprove and Customer from entering into a direct service agreement should either this EUSA or Customer's agreement with Partner terminate.

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 EUSA 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 EUSA, 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 EUSA 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

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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.

- c. **Partner Relationship.** If and where relevant, Partner's privacy practices with respect to any Customer Data or any services provided by Partner are subject to the terms of Customer's agreement with its Partner and may differ from Siteimprove's privacy practices.

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 EUSA. 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 EUSA, 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 EUSA, 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 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 EUSA.

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 EUSA, 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 EUSA; 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 EUSA, each party makes no representations or warranties of any kind, whether express or implied. No oral or written information or

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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 EUSA 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 EUSA, 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 EUSA 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 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 EUSA FOR VIOLATION BY THE OTHER PARTY OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

11. Limitation of Liability

Customer and Siteimprove shall each only be liable for direct damages. As such, each party shall not be liable to the other party for any indirect, special, incidental, punitive damages caused by Customer's use of the Included Services, including, but not limited to, loss of data, loss of business or other loss arising out of or resulting from this EUSA even if it has been advised of the possibility of such damages. Furthermore, in no event shall Siteimprove be held liable for any actions or breach of contract by Partner. Any monetary claims filed in relation to this EUSA shall be limited and cannot exceed USD 25,000.

12. Miscellaneous

a. **Assignment.** Except as otherwise expressly provided in this EUSA, neither party may assign, transfer, convey or encumber this EUSA 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 EUSA 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 EUSA.

b. **Independence of Partner.** Partner is not an agent of Siteimprove. Partner is an independent entity with no authority to bind Siteimprove or to make representations or warranties on Siteimprove's behalf. Siteimprove will not be liable for reasonably relying on the accuracy and reliability of written information provided by Partner that establishes grounds for Siteimprove to suspend the Service or terminate the EUSA.

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c. **Relation to Other Document.** This EUSA constitutes the entire agreement between the Customer and Siteimprove and supersedes any prior communications, commitments, or agreements, oral or written, with respect to the subject matter of this EUSA. Should there be any conflict between this EUSA and the terms of the agreement between Customer and Partner, this EUSA will have priority in relation to any dispute concerning the access to and use of the Included Services. Any other standard or boilerplate terms and conditions included in any document provided by one party to another (e.g., click-wrap agreements and purchase orders) are not to be considered agreed upon and will not be binding on either party.

d. **Notices.** Notices under this EUSA 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 EUSA, or by e-mail. E-mail notices to Customer will be sent to the e-mail address provided by the Customer. 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 EUSA 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.

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- 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.

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

Customer: _____

Signature

Name

Title

Date