

WEBFLOW'S DATA PROCESSING ADDENDUM

This Data Processing Addendum ("**DPA**") is hereby entered into between Webflow, Inc. and its Affiliates ("**Webflow**") and Customer (jointly the "**Parties**"), and forms part of the Agreement between the Parties, and reflects the Parties' agreement with regard to the Processing of Personal Information in accordance with the requirements of Data Protection Laws. This DPA supplements the Agreement and in the event of any conflict between the terms of this DPA and the terms of the Agreement, the terms of this DPA will prevail. The Parties agree that the rights and obligations placed upon the Parties under this DPA will apply only to the extent required under Data Protection Laws. If Customer is not a party to an Agreement, this DPA is not valid and is not legally binding.

By entering into this DPA, Customer is agreeing to this DPA on behalf of itself and, to the extent required under Data Protection Laws, in the name and on behalf of its Authorized Affiliates.

This DPA is effective on the date that it has been duly executed by both Parties ("**Effective Date**"), and amends, supersedes, and replaces any prior data processing agreement or addenda that the Parties may have entered into. Any modifications to the terms of this DPA (whether handwritten or otherwise) will render this DPA ineffective unless Webflow has separately agreed to those modifications in writing.

1. Definitions

Capitalized terms that are used but not defined in this DPA have the meanings given to them in the Agreement.

- 1.1. "**Affiliate**" means an entity that directly or indirectly controls (e.g., subsidiary), is controlled by (e.g., parent), or is under common control with (e.g., sibling) such party; and the term "control" (including the terms "controlled by" and "under common control with") means either: (a) ownership or control of more than 50% of the voting interests of the subject entity; or (b) the power to direct or cause the direction of the management and policies of an entity, whether through ownership, by contract, or otherwise.
- 1.2. "**Agreement**" means any services agreement including, but not limited to, Webflow's online terms (available at webflow.com/legal/terms), a Master Subscription Agreement, or other services agreement between Webflow and Customer under which the Service is provided by Webflow to Customer.
- 1.3. "**Authorized Affiliate**" means Customer's Affiliate(s) which (a) are subject to Data Protection Laws; (b) are permitted to use the Service pursuant to the Agreement between Customer and Webflow; and (c) have not signed their own Agreement with Webflow and are not "Customers" as defined under this DPA.
- 1.4. "**Controller**" means the entity that determines the purposes and means of the Processing of Personal Information.
- 1.5. "**Customer**" means the entity and the entity's Authorized Affiliates that agree to be bound by the Agreement and this DPA.
- 1.6. "**Customer Account Data**" means Personal Information that relates to Customer's relationship with Webflow, including the names or contact information of the business point(s) of contact between Customer and Webflow, individuals, Customer billing information, and customer relationship

management information.

- 1.7. **“Customer Workforce”** means any Data Subjects who are employees, contractors, representatives, or other individuals engaged by Customer who have access to the Service via a user account.
- 1.8. **“Data Breach”** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer’s Personal Information transmitted, stored, or otherwise Processed.
- 1.9. **“Data Protection Laws”** means all applicable laws and regulations applicable to Webflow’s processing of Personal Information under the Agreement, including GDPR, all as amended or replaced from time to time.
- 1.10. **“Data Subject”** means an individual whose Personal Information is subject to Data Protection Laws.
- 1.11. **“EEA”** means the European Economic Area.
- 1.12. **“End User”** means any Data Subject accessing or otherwise using Customer’s Website Content.
- 1.13. **“EU Standard Contractual Clauses”** or **“EU SCCs”** means the annex found in the European Commission decision of 4 June 2021 *on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council* (available as of August 1, 2021 at data.europa.eu/eli/dec_impl/2021/914/oj) and any amendments, replacements, or updated standard contractual clauses as recognized and approved by the European Commission from time to time.
- 1.14. **“GDPR”** means the 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).
- 1.15. **“Personal Information”** means any information relating to a Data Subject.
- 1.16. **“Processing”** means any operation or set of operations which is performed upon Personal Information, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.
- 1.17. **“Processor”** means the entity which Processes Personal Information on behalf of the Controller.
- 1.18. **“Regulator”** means any supervisory authority with authority under Data Protection Laws over all or any part of the provision or receipt of the Service or the Processing of Personal Information.
- 1.19. **“Service”** means the access to Webflow’s software-as-a-service platform and the related web design technology products and services as subscribed to by Customer.
- 1.20. **“Subprocessor”** means any Processor engaged by Webflow to Process Personal Information on behalf of Webflow.

- 1.21. “**Website Content**” means any content that Customer submits, posts, displays, or otherwise makes available on or via the Service

2. Relationship of the Parties

- 2.1. **Webflow as a Processor.** The Parties hereby agree that with regard to the processing of Customer Personal Information, Customer may act either as a Controller or Processor and Webflow is a Processor for all Customer Personal Information except for Customer Account Data as set forth in Section 2.2 (Webflow as a Controller of Customer Account Data). Webflow will process Customer Personal Information in accordance with Customer’s instructions as set forth in Section 3.1 (Instructions).
- 2.2. **Webflow as a Controller of Customer Account Data.** The parties hereby agree that, with regard to the processing of Customer Account Data, Webflow is an independent Controller, not a joint Controller with Customer. Webflow will process Customer Account Data as a Controller: (a) to manage the relationship with Customer; (b) to carry out Webflow’s core business operations, such as accounting and filing taxes; (c) to detect, prevent, or investigate Data Breaches, fraud, and other abuse or misuse of the Service; (d) to comply with applicable law; and (e) as otherwise permitted under Data Protection Law and in accordance with this DPA, the Agreement, and Webflow’s Privacy Policy.

3. Customer Obligations

- 3.1. **Instructions.** Customer instructs Webflow, when acting as a Processor, to Process Customer Personal Information to provide the Service. Customer warrants that the instructions it provides to Webflow pursuant to this DPA will comply with Data Protection Laws.
- 3.2. **Data Subject and Regulator Requests.** Customer shall be responsible for communications and leading any efforts to comply with all requests made by Data Subjects under Data Protection Laws and all communications from Regulators that relate to the Personal Information, in accordance with Data Protection Laws. To the extent such requests or communications require Webflow’s assistance, Customer shall immediately notify Webflow in writing of the Data Subject’s or Regulator’s request.
- 3.3. **Notice, Consent, and Other Authorizations.** Customer agrees that the Personal Information it collects shall be in accordance with Data Protection Laws, including all legally required consents, bases of processing, approvals, and authorizations. Upon Webflow’s request, Customer shall provide all information necessary to demonstrate compliance with these requirements.

4. Webflow’s Obligations as a Processor

- 4.1. **Scope of Processing and Customer Instructions.** Webflow will Process the Personal Information on documented instructions from Customer in such a manner as is necessary for the provision of the Service under the Agreement, except as may be required to comply with any legal obligation to which Webflow is subject.
- 4.2. **Lawfulness of Instructions.** Webflow may make reasonable effort to inform Customer if, in its opinion, the execution of an instruction relating to the Processing of Personal Information could infringe on any Data Protection Laws. In the event Webflow must Process or cease Processing Personal Information for the purpose of complying with a legal obligation, Webflow will

inform the Customer of that legal requirement before Processing or ceasing to Process, unless prohibited by applicable law.

- 4.3. **Webflow Personnel Confidentiality Obligations.** Webflow will grant access to Customer Personal Information to its personnel only to the extent strictly necessary for implementing, managing and monitoring the Service. Webflow shall ensure that personnel authorized to Process Customer Personal Information have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 4.4. **Security of Processing.** Webflow shall implement appropriate technical and organizational measures to ensure the security of Personal Information including protection against a Data Breach. In complying with its obligations under this paragraph, Webflow shall implement the technical and organizational measures specified in Schedule II.
- 4.5. **Data Breach Notification.** Webflow shall notify Customer without undue delay in the event of a confirmed Data Breach.
- 4.6. **GDPR Articles 32-36.** Taking into account the nature of the Processing and the information available to Webflow, Webflow will provide reasonable assistance to Customer in complying with its obligations under GDPR Articles 32-36, which address obligations with regard to security, breach notifications, data protection impact assessments, and prior consultation.
- 4.7. **Fulfillment of Data Subject Requests.** Webflow shall promptly notify Customer of any request it has received from a Data Subject. Webflow shall not respond to the request itself, unless authorized to do so by Customer. Webflow shall provide reasonable assistance to Customer in fulfilling its obligations to respond to Data Subject requests to exercise their rights under Data Protection Laws.
- 4.8. **Deletion or Return of Personal Information.** Following termination of the Agreement, Webflow shall, at the choice of Customer, delete or return all Customer Personal Information processed on its behalf unless such continued processing is otherwise required by applicable law.
- 4.9. **Compliance Documentation.** Webflow shall make available to Customer all information necessary to demonstrate compliance with GDPR. At Customer's request, Webflow shall also permit and contribute to audits in the manner prescribed in Section 6 of this DPA (Audit).
- 4.10. **Disclosure to Third Parties.** Except as expressly provided in this DPA, Webflow will not disclose Customer Personal Information to any third party without Customer's written consent (email acceptable). If requested or required by a competent governmental authority to disclose Customer Personal Information, to the extent legally permissible and practicable, Webflow will provide Customer with sufficient prior written notice in order to permit Customer the opportunity to oppose any such disclosure.

5. Use of Subprocessors

Customer hereby agrees and gives its general authorization for Webflow, when acting as a Processor, to engage new Subprocessors in connection with the processing of Customer Personal Information. A list of Webflow's current Subprocessors is located at webflow.com/legal/subprocessors. Customer must sign up at the aforementioned URL to

receive email notifications concerning the addition of new Subprocessors. Customer may reasonably object to the addition of any new Subprocessor within fifteen (15) calendar days of receiving such email notification, in which case Webflow will use reasonable efforts to make a change in the Service or recommend a commercially reasonable change to avoid processing by such Subprocessor. If Webflow is unable to provide an alternative, Customer may terminate the Service and shall pay Webflow any fees or expenses not yet paid for all services provided pursuant to any Agreement. If Customer fails to sign up for these email notifications, Customer shall be deemed to have waived its right to object to the newly added Subprocessor(s).

6. Audit

- 6.1. **Scope.** Webflow will maintain records of its Processing activities carried out on behalf of Customer and will make available to Customer the information reasonably necessary to demonstrate its compliance with the obligations set out in this DPA. Webflow may limit the scope of information made available to Customer if Customer is a Webflow competitor, provided that such limitation does not violate Data Protection Laws or the EU Standard Contractual Clauses. Customer's inspection rights under this DPA do not extend to Webflow's employee payroll, personnel records or any portions of its sites, books, documents, records, or other information that do not relate to the Service or to the extent they pertain to third parties.
- 6.2. **Process.** Subject to thirty (30) days' prior written notice from Customer and at Customer's additional expense (including all reasonable costs and fees for any and all time Webflow expends on such audit, in addition to the rates for services performed by Webflow), Webflow and Customer shall mutually agree to appoint a third-party auditor to verify that Webflow is in compliance with the obligations under this DPA. In no event shall the Parties agree to a third-party auditor that is a competitor to Webflow. Audits and inspections will be carried out at mutually agreed times during regular business hours. Customer shall be entitled to exercise this audit right no more than once every twelve (12) months. Customer shall not be entitled to an on-site audit of Webflow's premises unless legally required by a Regulator.
- 6.3. **Confidentiality.** All information obtained during any such request for information or audit will be considered Webflow's Confidential Information under the Agreement and this DPA. The results of the inspection and all information reviewed during such inspection will be deemed Webflow's Confidential Information. The third-party auditor may only disclose to Customer specific violations of this DPA, if any, and the basis for such findings, and shall not disclose any of the records or information reviewed during the inspection.

7. Transfers Outside of EEA, UK, and Switzerland

To the extent Customer's use of the Service requires an onward transfer mechanism to lawfully transfer Personal Information from the European Economic Area, the United Kingdom, or Switzerland to a country or territory which has not been formally recognized by the European Commission as affording the Personal Information an adequate level of protection, Customer hereby acknowledges, agrees, and instructs Webflow to transfer Customer Personal Information as set forth in Schedule 3 (Cross Border Transfers) of this DPA.

If Schedule 3 applies to Customer's use of the Service, then, if applicable, under the order of precedence, by entering into this DPA, the Parties are deemed to be signing

such EU Standard Contractual Clauses, including each of its applicable Annexes.

8. Jurisdiction Specific Terms

To the extent Webflow processes Personal Information originating from and protected by Data Protection Laws in one of the jurisdictions listed in Schedule 5 (Jurisdiction Specific Terms), the terms specified in Schedule 5, with respect to the applicable jurisdiction(s), will apply.

9. Obligations Post-Termination

Termination or expiration of this DPA shall not discharge the Parties from their obligations that by their nature may reasonably be deemed to survive the termination or expiration of this DPA.

10. Limitation of Liability

This DPA shall be subject to the limitations of liability agreed between Customer and Webflow in the Agreement and such limitation shall apply in aggregate for all claims under the Agreement and DPA.



11. Severability

Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The Parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute and shall incorporate such substitute provision into this Agreement.

12. Updates

Webflow may update the terms of the DPA from time to time; provided, however, Webflow will provide Customer reasonable written notice to Customer when Webflow makes a material update to the DPA.

The Parties' authorized signatories have duly executed this DPA

<p>Customer: E. Thomann AG</p> <p>By:  <small>DocuSigned by: 12650E8E0D8E4B0...</small></p> <p>Name: Christian Renold</p> <p>Title: CEO</p> <p>Date: 12/4/2023 12:53:57 AM PST</p>	<p>Webflow, Inc.</p> <p>By: </p> <p>Name: Vlad Magdalin</p> <p>Title: CEO</p> <p>Date: 12/4/2023 12:53:57 AM PST</p>
---	---

SCHEDULE 1

DESCRIPTION OF TRANSFER AND PROCESSING

A. LIST OF PARTIES

Data exporter:

Name: Customer, user of the Service.

Contact Details: Specified in the signature block above.

Activities relevant to the data transfer: Use of the Service.

Role: Controller and/or Processor depending on the type of processing as set forth below.

Data importer:

Name: Webflow, Inc., provider of the Service.

Contact Details: 398 11th St., Floor 2, San Francisco, CA 94103.

Activities relevant to the data transfer: Provisioning of the Service.

Role: Controller and/or Processor depending on the type of processing as set forth below.

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred:

- Module One (Controller to Controller):
 - Data Subjects whose Personal Information constitutes Customer Account Data.
- Module Two (Controller to Processor) and Module Three (Processor to Processor):
 - End Users; and
 - Customer Workforce.

Categories of personal data transferred:

- Module One (Controller to Controller):
 - Customer Account Data including, business point of contact: name, email address, phone number, credit card and/or other billing information.
- Module Two (Controller to Processor) and Module Three (Processor to Processor):
 - Personal Information about End Users and Customer Workforce that Customer provides to the Service or through an End User's interaction with the Service including, but not limited to, name, email addresses, and other Personal Information as determined by Customer;
 - Personal Information from add-ons and other third-party services Customer uses in conjunction with the Service; and
 - Data about Customer, Customer's Workforce, and End Users' use of the Service, including, but not limited to, interactions with the user interface to the Service, web browser or operating system details, and the internet protocol address for the computers with which Customer, Customer's Workforce, and End Users use to connect to the Service.

Sensitive data transferred (if applicable):

- Module One (Controller to Controller):
 - None.
- Module Two (Controller to Processor) and Module Three (Processor to Processor):

- End Users may submit special categories of Personal Information to the Customer via the Service, the extent of which is determined and controlled by the Customer. For clarity, these special categories of Personal Information may include information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, biometric data, health data, or data concerning a natural person's sex life or sexual orientation.
- Any sensitive data that Customer may submit to Webflow is stored in a single database location with heavily restricted access.

Frequency of the transfer:

- Module One (Controller to Controller), Module Two (Controller to Processor), and Module Three (Processor to Processor):
 - Continuous.

Purposes of the data transfer and further processing:

- Module One (Controller to Controller), Module Two (Controller to Processor), and Module Three (Processor to Processor):
 - Webflow will process Customer Account Data and Customer Personal Information for the purpose of providing the Service described in the Agreement. Customer determines the specific processing activities using the Service but these activities are anticipated to include receiving, storing, displaying, and erasing Personal Information.

The period for which the personal data will be retained:

- Module One (Controller to Controller):
 - Webflow will retain Customer Account Data during the term of the Agreement and thereafter in accordance with the principles of 'purpose limitation' and 'storage limitation.' Webflow may retain Customer Account Data as required by applicable law and regulations to comply with its legal obligations.
- Module Two (Controller to Processor), and Module Three (Processor to Processor):
 - Customer Personal Information will be retained during the term of the Agreement. Upon the termination of the Agreement, Webflow will delete all Personal Information processed on behalf of Customer unless local laws, regulations, or other requirements applicable to Webflow prohibit the deletion of the Personal Information.

Subject matter, nature, and duration of the processing by subprocessors:

- Module One (Controller to Controller), Module Two (Controller to Processor), and Module Three (Processor to Processor):
 - A list of Webflow's current Subprocessors and the subject matter of the subprocessing can be found at webflow.com/legal/subprocessors. Webflow's Subprocessors Process Personal Information for the term of the agreement between the Subprocessor and Webflow.

C. COMPETENT SUPERVISORY AUTHORITY

- Module One (Controller to Controller), Module Two (Controller to Processor), and Module Three (Processor to Processor):
 - Ireland's Data Protection Commissioner.

SCHEDULE 2

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

Webflow has a SOC 2 Type II certification and is dedicated to the continued validation of its security program. Specifically, Webflow implements the following security measures with respect to Personal Information:

1. **Data Center Security**
 - a. Webflow infrastructure is managed via Amazon Web Services' ISO 27001 certified data centers, and hosted in multiple regions and availability zones.
 - b. All database servers are isolated inside virtual private networks, and accessible only by key personnel via multi-factor authentication.
 - c. All access to production environments is logged, and access can be immediately revoked.
2. **Protection from Data Loss and Corruption**
 - a. All data operations are mirrored to a redundant secondary database.
 - b. All data is backed up on a daily basis and stored on highly-redundant storage media in multiple availability zones.
 - c. All data is encrypted at rest using Amazon's EBS encryption functionality.
3. **Application Level Security**
 - a. User account passwords are hashed using a secure low-entropy key derivation function, which protects against brute-force attacks.
 - b. All applications are served exclusively via TLS with a modern configuration.
 - c. All login pages have brute-force logging and protection.
 - d. Two-factor authentication is supported and is mandatory for all internal administrator functions of the application.
 - e. All code changes to our applications require code reviews via an enforced code review process.
 - f. Automated code and dependency analysis tools are in place to identify emergent security issues.
 - g. Regular application security penetration tests are conducted by different vendors. These tests include high-level server penetration tests across various parts of our platform (i.e. Dashboard, Designer, Editor, Hosted Sites), as well as security-focused source code reviews.
4. **Internal Protocol & Training**
 - a. All new employees are given security and data privacy training, tailored to their job functions.
 - b. All employees undergo regular security best practices and data privacy training.
 - c. All developers undergo advanced application security and privacy training.
 - d. All new product changes and improvements undergo a data privacy assessment before any projects proceeds to implementation.
5. **Subprocessor Controls**
 - a. Webflow only uses cloud providers that have confirmed they have implemented and maintain Security Measures in compliance with Article 32 of the GDPR, in storing and keeping secure Personal Information.
6. **Technical and Organisational Measures to provide assistance to the Controller**
 - a. Webflow has a dedicated security and privacy team to respond to Controller requests and inquiries. Taking into account the nature of the Processing and to the extent reasonably possible, Webflow will assist Controller in fulfilling its obligations in relation to Data Subject requests and compliance obligations under applicable Data Protection Laws. This team can be contacted at

privacy@webflow.com.

- b. Webflow will not disclose Personal Information to any third party without Customer's consent. If requested or required by a competent governmental authority to disclose the Personal Information, to the extent legally permissible and practicable, Webflow will provide Customer with sufficient prior written notice in order to permit Customer the opportunity to oppose any such disclosure.

SCHEDULE 3

CROSS BORDER DATA TRANSFERS.

1.1 Order of Precedence. In the event the Service is covered by more than one Transfer Mechanism, the transfer of Personal Information will be subject to a single Transfer Mechanism in accordance with the following order of precedence: (a) Any valid successor to the EU-US and Swiss-US Privacy Shield Framework, including the Trans-Atlantic Data Privacy Framework, if enacted, provided Webflow is certified under the new framework; (b) the EU Standard Contractual Clauses as set forth in Section 1.2 (EU Standard Contractual Clauses) of this Schedule 3; (c) the UK International Data Transfer Agreement as set forth in Section 1.3 (UK International Data Transfer Agreement) of this Schedule 3; and, if neither (a) nor (b) nor (c) is applicable, then (d) other applicable data Transfer Mechanisms permitted under Data Protection Law.

1.2 EU Standard Contractual Clauses. The parties agree that the EU Standard Contractual Clauses will apply to Personal Information that is transferred via the Service from the EEA or Switzerland, either directly or via onward transfer, to any country or recipient outside the EEA or Switzerland that is: (a) not recognized by the European Commission (or, in the case of transfers from Switzerland, the competent authority for Switzerland) as providing an adequate level of protection for Personal Information. For data transfers from the EEA that are subject to the EU Standard Contractual Clauses, the EU Standard Contractual Clauses will be deemed entered into (and incorporated into this DPA by this reference) and completed as follows:

(a) Module One (Controller to Controller) of the EU Standard Contractual Clauses will apply where Webflow is processing Customer Account Data;

(b) Module Two (Controller to Processor) of the EU Standard Contractual Clauses will apply where Customer is a Controller of Customer Personal Information and Webflow is processing Customer Personal Information;

(c) Module Three (Processor to Processor) of the EU Standard Contractual Clauses will apply where Customer is a Processor of Customer Personal Information and Webflow is processing Customer Personal Information;

(d) For each Module, where applicable:

1. Clause 7: The optional docking clause will not apply;
2. Clause 9: Option 2 will apply and the time period for prior written notice of subprocessor changes will be as set forth in Section 5 (Use of Subprocessors) of the DPA;
3. Clause 11: The optional language will not apply;
4. Clause 17: the EU Standard Contractual Clauses will be governed by the laws of Ireland;
5. Clause 18: the EU Standard Contractual Clauses disputes will be resolved before the courts of Ireland.

(e) Schedule 1 of this DPA serves as Annex I of the EU Standard Contractual Clauses

(f) Schedule 2 (Technical and Organizational Security Measures) of this DPA serves as Annex II of the EU Standard Contractual Clauses.

1.3 UK International Data Transfer Agreement. The parties agree that the UK International Data Transfer Agreement will apply to Personal Information that is transferred via the Service from the United Kingdom, either directly or via onward transfer, to any country or recipient outside of the United Kingdom that is: (a) not recognized by the competent United Kingdom Regulator or governmental body for the United Kingdom as providing an adequate level of protection for Personal Information. For data transfers from the United Kingdom that are subject to the UK

International Data Transfer Agreement, the UK International Data Transfer Agreement will be deemed entered into (and incorporated into this DPA by this reference) and completed as set forth in Schedule 4.

SCHEDULE 4**UK INTERNATIONAL DATA TRANSFER AGREEMENT**

If applicable, this UK Addendum to the EU Standard Contractual Clauses International Transfer Agreement (“**Addendum**”) has been issued by the Information Commissioner for Parties making Restricted Transfers. The Information Commissioner considers that it provides Appropriate Safeguards for Restricted Transfers when it is entered into as a legally binding contract

Part 1: Tables**Table 1: Parties**

Start date	The Effective Date of the Agreement	
The Parties	Exporter (who sends the Restricted Transfer)	Importer (who receives the Restricted Transfer)
Parties' details	Customer	Full legal name: Webflow, Inc. Main address (if a company registered address): 398 11th St. Fl 2, San Francisco, California, 94103, USA
Key Contact	Attn: Customer Contact details including email: email address provided by Customer	Attn: Privacy Counsel Contact details including email: privacy@webflow.com

Table 2: Selected SCCs, Modules and Selected Clauses

Addendum EU SCCs	The version of the Approved EU SCCs which this Addendum is appended to, detailed below, including the Appendix Information:
-------------------------	---

Table 3: Appendix Information

“**Appendix Information**” means the information which must be provided for the selected modules as set out in the Appendix of the Approved EU SCCs (other than the Parties), and which for this Addendum is set out in:

Annex 1A: List of Parties: As set out in the Agreement

Annex 1B: Description of Transfer: As set out in Schedule 1 of this DPA

Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data: As set out in Schedule 2 of this DPA.

Annex III: List of Subprocessors (Modules 2 and 3 only):
As set out in Schedule 2 of this DPA.

Table 4: Ending this Addendum when the Approved Addendum Changes

Ending this Addendum when the Approved Addendum changes	<p>Which Parties may end this Addendum as set out in Section 19:</p> <p><input checked="" type="checkbox"/> Importer</p> <p><input checked="" type="checkbox"/> Exporter</p> <p><input type="checkbox"/> neither Party</p>
--	--

Part 2: Mandatory Clauses

Mandatory Clauses	<p>Part 2: Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of those Mandatory Clauses.</p>
--------------------------	--

SCHEDULE 5

JURISDICTION SPECIFIC TERMS

1. California:

To the extent that the California Consumer Privacy Act of 2018 (“**CCPA**”)(California Civil Code sections 1798.100 - 1798.199) applies, Webflow agrees it will not: (a) sell California Consumers’ Personal Information (as “sell” is defined in the CCPA); (b) retain, use, or disclose California Consumers’ Personal Information for a commercial purpose other than providing the Service specified in the Agreement; (c) retain, use, or disclose California Consumers’ Personal Information outside of the direct business relationship between Customer and Webflow.

Webflow certifies that it understands these restrictions set out in this section and will comply with them.

2. Switzerland:

2.1 The definition of “Data Protection Law” includes the Swiss Federal Act on Data Protection, as revised (“FADP”).

2.2 To the extent that Personal Information transfers from Switzerland are subject to the EU Standard Contractual Clauses in accordance with Section 1.2 of Schedule 3 (Cross Border Data Transfer Mechanisms), the following amendments will apply to the EU Standard Contractual Clauses:

- a) references to "EU Member State" and "Member State" will be interpreted to include Switzerland, and
- b) insofar as the transfer or onward transfers are subject to the FADP:
 - i. references to "Regulation (EU) 2016/679" are to be interpreted as references to the FADP;
 - ii. the "competent supervisory authority" in Annex I, Part C will be the Swiss Federal Data Protection and Information Commissioner;
 - iii. in Clause 17 (Option 1), the EU Standard Contractual Clauses will be governed by the laws of Switzerland; and
 - iv. in Clause 18(b) of the EU Standard Contractual Clauses, disputes will be resolved before the courts of Switzerland.

3. United Kingdom (UK):

References in this Addendum to GDPR will to that extent be deemed to be references to the corresponding laws of the United Kingdom (including the UK GDPR and Data Protection Act 2018).

Abschlusszertifikat

Umschlag-ID: B6E323B6B3A947AC86F931282CD71F04

Status: Abgeschlossen

Betreff: Complete with DocuSign: Webflow DPA v.3.0.pdf

Quellumschlag:

Dokumentenseiten: 15

Signaturen: 1

Umschlagersteller:

Zertifikatsseiten: 1

Initialen: 0

Jason Heath

Signatur mit Anleitung: Aktiviert

398 11th Street 2nd Floor

Umschlag-ID-Stempel: Aktiviert

398 11th Street 2nd Floor

Zeitzone: (UTC-08:00) Pacific Time (USA + Kanada)

San Francisco, CA 94103

jason.heath@webflow.com

IP-Adresse: 83.79.21.34

Eintragsverfolgung

Status: Original

Inhaber: Jason Heath

Standort: DocuSign

04.12.2023 00:51:31

jason.heath@webflow.com

Unterzeichnerereignisse**Signatur****Zeitstempel**

Christian Renold

cr@ethomannag.ch

CEO

E. Thomann AG

Sicherheitsstufe: E-Mail, Kontoauthentifizierung
(keine)

DocuSigned by:



12850E6ECDBE48D...

Gesendet: 04.12.2023 00:51:32

Eingesehen: 04.12.2023 00:52:27

Signiert: 04.12.2023 00:53:57

Signaturübernahme: Vorgegebener Stil

Mit IP-Adresse: 83.79.21.34

Vereinbarung bezüglich elektronischer Unterlagen und Signaturen:

Nicht über DocuSign angeboten

Vor-Ort-Unterzeichner – Ereignisse**Signatur****Zeitstempel****Bearbeiterversandereignisse****Status****Zeitstempel****Beauftragtenzustellereignisse****Status****Zeitstempel****Vermittlerversandereignisse****Status****Zeitstempel****Zertifizierter Versand - Ereignisse****Status****Zeitstempel****Kopienereignisse****Status****Zeitstempel****Zeugen-Ereignisse****Signatur****Zeitstempel****Notarereignisse****Signatur****Zeitstempel****Umschlagereignisse – Überblick****Status****Zeitstempel**

Umschlag gesendet

Hash-codiert/verschlüsselt

04.12.2023 00:51:33

Zertifiziert zugestellt

Sicherheitsprüfung ausgeführt

04.12.2023 00:52:27

Signiervorgang abgeschlossen

Sicherheitsprüfung ausgeführt

04.12.2023 00:53:57

Abgeschlossen

Sicherheitsprüfung ausgeführt

04.12.2023 00:53:57

Zahlungen**Status****Zeitstempel**