

*Last Updated: April 15, 2026*

These Product-Specific Terms apply only to the extent identified on an Order Form for a Subscription Service. All capitalized terms not defined in these Product-Specific Terms have the meaning given to them in the agreement that grants Customer rights to access and use the Subscription Service and any related order forms, use authorizations, addenda, incorporated documents, and amendments (collectively, the “Agreement”), without regard to the name of the underlying agreement, nor how it refers to its parties or identifies Sitetracker’s Subscription Service.

In the event of any conflict between these Product-Specific Terms and the Agreement, these Product-Specific Terms control.

## 1. General Terms

1.1. Centralized Sitetracker Environment. Customer Data may be transferred outside of Customer’s Sitetracker instance to a centralized Sitetracker environment, which may be hosted in a different Data Center Region from Customer’s originating Sitetracker instance (“Centralized Sitetracker Environment”). The relevant terms set forth in the Agreement pertaining to Sitetracker’s security and data protection program will apply to the Centralized Sitetracker Environment, except for any terms relating to certifications, attestations, and penetration testing conducted by Customer.

1.2. Public Cloud Infrastructure. The infrastructure used to host or process Customer Data may be provided, in whole or in part, by a third-party public cloud provider. Customer Data will be transferred between Sitetracker’s infrastructure, which may include a Centralized Sitetracker Environment, and the third-party public cloud provider and may be processed in a different Data Center Region from Customer’s originating instance. The third-party public cloud provider will utilize industry-standard privacy and security protections, which may differ from those of the Subscription Service. The relevant terms set forth in the Agreement pertaining to Sitetracker’s security and data protection program will apply to third-party public cloud hosting or processing, except for terms regarding certifications, attestations, and Customer-conducted penetration testing. Upon Customer’s request, Sitetracker will provide pertinent data security documentation made available by the third-party public cloud provider.

1.3. Updateability. Sitetracker may update these Product-Specific Terms from time to time, by posting to Sitetracker’s Legal Schedules page located at <https://www.sitracker.com/legal> (or any successor page), which will constitute notice to

Customer. Changes will apply immediately to any Subscription Services purchased after the update. For any previously purchased Subscription Services, any updates (a) will not materially degrade the overall performance or security posture of the Subscription Service, except to the extent the updates are required to comply with applicable legal or regulatory obligations, (b) will not expand Sitetracker's ability to use Filtered AI Content or restrict Customer's ability to opt out of the creation of Filtered AI Content, and (c) will not apply until the renewal of Customer's then-current Subscription Term, except for any updates (1) applicable to new features Customer chooses to use or (2) required to address security, legal, regulatory, or system functionality issues. By continuing to use the Subscription Service after any update, Customer agrees to be bound by the updated terms.

1.4. Commercial Availability. If a Subscription Service identified in these Product-Specific Terms is provided to Customer prior to general commercial availability, Customer's access and use of such Subscription Service will terminate on the earlier of: (a) the termination date specified by Sitetracker in a written communication provided to Customer (including via email); (b) the date the Subscription Service becomes commercially available; or (c) the termination of the Agreement. Notwithstanding the foregoing, Sitetracker may extend such access in its sole discretion.

## 2. Advanced AI and Data Products

2.1. Applicable Products. Advanced AI and Data Products are generative artificial intelligence offerings made available by Sitetracker, including the Scout application, features, and functionality.

2.2. AI Limitations. Artificial intelligence and machine learning are rapidly evolving fields of study. Advanced AI and Data Products may use machine learning models that generate predictions based on patterns in data. Output generated by a machine learning model is probabilistic and should be evaluated by Customer for accuracy as appropriate for Customer's use case, including by employing human review of such output. Advanced AI and Data Products may generate incorrect information, produce harmful instructions or reflect biases due to the data or nature of how the model was trained. None of the Advanced AI and Data Products provide legal or professional advice. The outputs provided by the Advanced AI and Data Products are for informational purposes only and are not a substitute for advice from a qualified professional.

2.3. EU Hosting. Customer Data Processed by Sitetracker and its Sub-processors as part of the provision of an Advanced AI and Data Product to the Customer which originate from Customer instances located within the European Union will remain

hosted within the European Union except to the extent: (1) authorized by Customer in advance; (2) necessary to prevent or remediate a material issue involving security, data loss prevention, disaster recovery, or critical maintenance or service availability; (3) required by Law or to prevent fraud or abuse; or (4) documented in Customer support (by or on behalf of Customer). The foregoing commitment does not supersede or modify those contractual terms applicable to certain Sitetracker products or services that require transfers of Customer Data to outside of the EU to use such products or services, nor will it apply to any third-party integrations or services utilized or configured by Customer that may transfer Customer Data to outside of the EU. Customer also acknowledges and agrees that the foregoing commitment does not apply to information provided to Sitetracker in respect of which Sitetracker is a data controller (e.g. marketing, billing and account management data).

2.4. Ownership. Customer retains all ownership of Customer Data that is processed by the Advanced AI and Data Products. To the extent permitted by law and excluding any Sitetracker Property, Customer owns the output from the Advanced AI and Data Products.

2.5. Filtered AI Content. Notwithstanding any terms to the contrary in the Agreement, Sitetracker may use Filtered AI content only for the purpose of developing and improving Sitetracker or its Affiliates' technologies. "Filtered AI Content" is Customer Data used in connection with any Advanced AI and Data Products that Sitetracker uses commercially reasonable efforts to remove Personal Data from. Sitetracker will own the Filtered AI Content. Customer may opt-out of allowing Sitetracker to use Customer Data to create Filtered AI Content by using the process set forth in the applicable product documentation. Please note that the opt-out will not apply to data collected before the opt-out is processed by Sitetracker. The terms set forth in the Agreement pertaining to Sitetracker's security and data protection program will apply to Sitetracker's use of Filtered AI Content. In the event of any conflict with the Agreement, the following terms will govern:

2.5.1. Security. Sitetracker will maintain a written information program of policies, procedures and controls aligned to the ISO27001 standards and will operate on SOC 2 Type 2 principles or substantially equivalent standard, which govern the processing, storage, transmission and security of Filtered AI Content (the "AI Security Program").

2.5.2. Certifications. Sitetracker will establish and maintain an ISO27001 certification for the AI Security Program. In addition, Sitetracker may establish additional certifications in the future, which may include an ISO 27018 certification.

2.5.3. Data Separation & Encryption at Rest. Sitetracker may, but is not obligated to, apply a logical separation of Filtered AI Content, except that Sitetracker will deploy standard technologies to encrypt data at rest.

2.5.4. Penetration Testing. Sitetracker will conduct penetration testing in accordance with Sitetracker's standard security procedures. However, because Filtered AI Content will be used within a Sitetracker controlled environment, Customer will not be permitted to perform penetration testing on the environment and no reporting will be provided.

2.6. Necessary Rights and Privacy Obligations. Customer agrees that it has all rights necessary to use the Advanced AI and Data Products, including rights to the data. Customer submits to any Advanced AI and Data Products. Customer is solely responsible for providing any legally adequate notices to and obtaining any consents from individuals and all third parties for Sitetracker to perform its rights and obligations under these Product-Specific Terms.

2.7. Prohibited Use. Customer will not, and will not allow any third party to, (1) use Advanced AI and Data Products or data from Advanced AI and Data Products to, directly or indirectly, develop or improve a similar or competing product, service, or technology; (2) apply any process or procedure to derive the underlying components (such as the model parameters or model weights) or reproduce the training data of the Advanced AI and Data Products; or (3) use Advanced AI and Data Products or data from Advanced AI and Data Products as otherwise prohibited in the Documentation.

2.8. Third Party AI-Specific Terms. Customer's use of any third-party machine learning or artificial intelligence in Advanced AI and Data Products is subject to the additional terms below:

- a) Use of Advanced AI and Data Products are subject to [AWS's Acceptable Use Policy](#) and [Responsible AI Policy](#). Advanced AI and Data Products are powered by Amazon Bedrock, a managed AI infrastructure service provided by Amazon Web Services, which in turn draws on foundation models made available by third-party AI model providers. Customer's use of Advanced AI and Data Products may therefore also be subject to the applicable terms of those third-party AI model providers, as set out at <https://aws.amazon.com/legal/bedrock/third-party-models/>. By using Advanced AI and Data Products, Customer agrees to comply with all such applicable policies and terms.

