



ORDER FORM

WINGIFY

Wingify Contracting Entity ("Wingify")	Wingify Software Private Limited
Wingify Address	

CUSTOMER

Contracting Entity ("Customer")	The Department of Business and Trade acting as part of the Crown
Customer Address	
Customer VWO Account ID	
Customer user data centre location *	EU
*Data Centre for Engage shall be US.	

ORDER DETAILS

Product	Plan	Quota
VWO Testing	Enterprise	1200000 Visitors / Term

ORDER DURATION

Start Date	End Date	Term	Auto Renew
November 29 th , 2024	November 29 th , 2025	12 Months	No

PAYMENT DETAILS

Net Price (For Initial Term)	Payment Frequency	Payment Term
GBP 19,990.00	Every 12 Months	NET 15 Days
Any applicable taxes, duties, or government levies are not included and shall be additional if applicable.		

TERMS AND CONDITIONS

This Order Form shall be interpreted according to, and governed by, the following terms and conditions (together, "Terms and Conditions"):	
Annexure A	General Terms and Conditions

AUTHORIZATION

Each of the authorized signatories for the parties hereby confirm their authority to execute this Order Form on behalf of such party and hereby confirm the execution of this Order Form in accordance with the Terms and Conditions specified above. Upon signature by Customer and submission to Wingify, this Order Form shall become legally binding.

Authorized signatory for Wingify:	Authorized signatory for Customer:



ANNEXURE A: GENERAL TERMS AND CONDITIONS

1. INTERPRETATION

The Order Form together with these terms and conditions ("General Terms and Conditions") and the Data Protection Addendum (defined below) constitute the entire agreement between Wingify and the Customer in respect of the subject matter hereof. Unless defined otherwise under the Order Form, all terms and phrases used herein shall have such meaning as provided below:

- 1.1. **"Account"** means the self-service account created by or on behalf of the Customer or its Agents on VWO's portal for using the Services.
- 1.2. **"Affiliate"** means any entity that directly or indirectly controls, is controlled by or is under common control with Wingify or the Customer as the case may be. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity. Each party is responsible for the acts and omissions of its Affiliates hereunder.
- 1.3. **"Agent"** means an individual/entity or organization (including those of a Customer Affiliate) authorized to use the Service(s) on behalf of the Customer through Customer's Account as identified through a unique login.
- 1.4. **"Agreement"** means the Order Form together with the Terms and Conditions, as may be duly amended from time to time. If there is a conflict in interpretation amongst the various documents constituting the Agreement, the descending order of precedence shall be as follows: (1) Order Form, (2) the Data Protection Addendum, and (3) General Terms and Conditions.
- 1.5. **"Confidential Information"** means all information disclosed by either Party to the other which is in (i) tangible form and labelled "confidential"; or is (ii) 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 shall not include information that (a) was already known to the Party receiving it at the time of disclosure by the Party disclosing it; (b) was, or is, obtained by the Party receiving it from a third party not known by the receiving Party to be under an obligation of confidentiality with respect to such information; (c) is or becomes generally available to the public other than by violation of this Agreement or another valid agreement between the Parties; or (d) was or is independently developed by the receiving party without the use of the disclosing Party's Confidential Information.
- 1.6. **"Customer"** shall have the meaning ascribed to it in the Order Form, along with its Affiliates or Agents authorized to use the Services on its behalf.
- 1.7. **"Customer Account Data"** means any personal data that is provided by the Customer or collected by Wingify from the Customer, during the Services and includes any personal data of any employee or other personnel of the Customer relating to the Customer's relationship with Wingify, including but not limited to, personal data collected for Customer's account, billing or payment information of individuals that Customer has associated with its account, contact data required for managing its relationship with Customer, or as otherwise required by applicable laws and regulations.
- 1.8. **"User Data"** means any personal data other than Customer Account Data, related to the users of Customer's webpage, portal, mobile application, or platform owned or managed by the Customer on which the Services will be deployed.
- 1.9. **"Dashboard"** means the interface which can be used by the Customer to manage and review its usage of the Services.
- 1.10. **"Data Protection Addendum"** shall have such meaning as provided to it under Section 3.4.
- 1.11. **"Duration"** means the period commencing on the Start Date mentioned in Order Form and ending on the End Date mentioned in Order Form. Duration will include one or more Terms as per the Order Form.



- 1.12. **"Embed Code"** shall mean the code to be installed on the Properties for enabling the Services as defined in Section 2.
- 1.13. **"Malicious Code"** shall include code, files, scripts, agents or programs by whatever name which are intended, or otherwise likely to disrupt, damage, prejudice or gain unauthorized access to a computer system or otherwise adversely affect their recipient or computer systems or infrastructure they are accessed or installed on, including, without limitation, viruses, worms, time bombs, ransomware, spyware, adware, and trojan horses.
- 1.14. **"Order Form"** means the ordering document or online order to which these General Terms and Conditions are annexed, specifying the Services along with their features to be provided hereunder that is entered into between Customer and Wingify or any of their Affiliates, including any amendments or addendums thereto.
- 1.15. **"Property"** shall mean a webpage, portal, mobile application, or platform owned or managed by the Customer on which the Services will be deployed.
- 1.16. **"Service"** means the products and services that are selected by Customer under the Order Form or online purchasing portal and are agreed to be made available by Wingify hereby.
- 1.17. **"Term"** means the initial term as well as subsequent renewal term/s as per the Order Form for the subscription of the applicable Services.
- 1.18. **"User"** means an end-user of Customer's Properties or platform.
- 1.19. **"Wingify Proprietary Material"** means and includes software, algorithms, documentation, tools, techniques, methodologies or other material arising out of, or related to this Agreement. All such material is proprietary to Wingify.

2. SERVICES

- 2.1. **Right to use the Services.** Subject to the execution of an Order Form, Wingify grants Customer a limited, non-exclusive and non-transferable right to access and use the Services:
 - (i) as mentioned in the Order Form;
 - (ii) during the Term;
 - (iii) solely for Customer's internal business purposes;
 - (iv) only as expressly permitted herein; and
 - (v) subject to, and in consideration of, the terms herein (including without limitation, the usage restrictions provided in Section 2.3, the customer dependencies in Section 3, and the payment obligations in Section 4).

The Services shall include the Dashboard which Customer will be able to access after signing up for the Service. The Dashboard will enable the Customer to provision, customize and manage the Services.
- 2.2. **Combined Quota:** The Visitors quota in the Order form shall be used across any of the listed Products/ Plans. It may be exhausted in only one of the Product/ Plan type or across multiple Product/ Plan types as listed in the Order Details, at Customer discretion.
- 2.3. **Right to Integrate Embed Code.** All Services are hosted on infrastructure managed by Wingify. To use and integrate the Services, Customers will be required to install on their Properties the Embed Code which can be retrieved by the Customer from time to time through their Dashboard. Wingify may update the Embed Code from time to time and Customers are required to integrate and use the latest available versions of the Embed Code. Subject to the terms hereof, Wingify hereby grants a limited, revocable, non-exclusive, non-transferrable, non-sub licensable right to integrate the then-current version of the Embed Code with the Customer Properties solely as necessary to use the Services.
- 2.4. **Usage Restrictions.** Customer shall not, through act or omission:



- (i) make the Services or the Embed Code available to anyone other than Customer or Agents or use any Service for the benefit of anyone other than Customer or its Affiliates, or otherwise sell, resell, license, sublicense, distribute, make available, rent or lease the right to use the Service or the Embed Code;
- (ii) copy, modify, adapt, translate or otherwise create derivative works based on, or remove any proprietary notices or labels from, the Services or the Embed Code;
- (iii) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Embed Code or attempt to gain unauthorized access to any Service or its related systems or networks;
- (iv) permit direct or indirect access to or use of any Services in a way that circumvents their intended usage, or a contractual usage limit, or use any Services to access or use any of Wingify intellectual property except as permitted under this Agreement or the Order Form;
- (v) use, post, transmit or introduce any software which interferes or attempts to interfere with the operation of the Embed Code or use the Services to store or transmit any Malicious Code;
- (vi) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; and/or
- (vii) build a product or service using similar ideas, features, functions or graphics of the Service or otherwise build a competitive product or service,

Customer acknowledges that Wingify may monitor the Customer's use of the Services and report to the appropriate authorities any conduct by Customer or its Users that Wingify reasonably believes violates any applicable law.

2.5. **Technical Support.** Wingify offers technical support during the Term and the Customer may avail of the same through Dashboard. In providing technical support to the Customer for Services, Wingify agrees to:

- (i) liaise with Customer on matters related to the use of, and the identification and resolution of errors in the Service;
- (ii) utilize commercially reasonable efforts to provide the Services and rectify any reproducible errors for which Wingify is directly and solely responsible, and which have the data necessary to correct such errors is available to Wingify; or at Wingify's discretion, provide service credit to Customer equivalent to the remaining fees on pro-rata basis.

The above-mentioned service credit will be provided only for errors resulting solely from the malfunctioning of a Service provided by Wingify or Wingify's failure to provide Services as agreed. For Wingify to correct the errors or provide service credits, the Customer must notify Wingify in writing of such errors within 30 days of receipt of the Services believed to contain the errors.

3. CUSTOMER DEPENDENCIES AND RESPONSIBILITIES

- 3.1. **Customer Inputs.** The Customer shall provide all necessary data or other required materials or information to Wingify on schedule or in a timely manner to enable Wingify to provide it with access to the Services. Customer hereby confirms the accuracy, legibility, and completeness of all data supplied to Wingify and acknowledges that it shall be solely responsible for the results obtained from Customer's use of any of the Services, including the content, accuracy, completeness, competence, or consistency of all programs, files, documentation, test data, sample output, or other information, resources, personnel used by Customer and for all activities that Customer conducts with the assistance of the Services
- 3.2. **Control of Account Information.** Customer shall control, and be responsible for the use of, Account information, user ids, and passwords related to the Services.
- 3.3. **Compatibility.** Customer shall be responsible for verifying that the Services and the Embed Code are compatible with the Customer's Properties, operations, equipment, or software.



- 3.4. **Data Protection.** The Customer, its Properties and their operations has complied with, and will continue to comply with all applicable laws relating to the collection, storage, processing and transfer of information pertaining to natural persons, and rules made thereunder along with the relevant terms of any privacy policies or consents made available by the Customer, to its Users or any other persons using the Properties, or their products and services. This shall include, without limitation, providing Users with sufficient notice of the nature of the Services, data being collected through them, and obtaining adequate consents and permissions for the collection and use of information that may be collected on any Properties, or maintained on any server or Service hosted or provided by Wingify. The Customer shall not collect, store or process any personally identifiable information (as such term is defined under applicable law) using the Service other than as agreed in the Data Protection Addendum located at [REDACTED]. [REDACTED] Customer shall ensure that any personal information stored by it shall be adequately encrypted or hashed at Customer's end.

4. FEES, INVOICING AND PAYMENT

- 4.1. **Fees.** The fees set forth in the Order Form shall be effective for the Term. In case of renewal of Term, change in Order Form or a new Order Form, the fee will be as per the then applicable pricing of Services. Customer agrees that:
- (i) the fee is based on Services subscriptions purchased and not actual usage of the Service;
 - (ii) payment obligations are binding, and fee paid is non-refundable (including without limitation for any downgrade of subscription under an active Order Form); and
 - (iii) all applicable taxes, duties, or government levies whatsoever shall be in addition to the fees and expenses specified under the Order Form. The Customer will make timely payment of all such taxes, duties, or government levies.
- 4.2. **Invoicing and Payment Arrangements.** For payment, Wingify shall provide an electronic invoice to the Customer. The Customer may view and print an invoice for Customer's Account. Wingify will bill the Customer upon execution of this Agreement at the fee set forth in Order Form on the date mentioned in the Order Form on a frequency mutually agreed in the Order Form for all recurring fees. For recurring fees, no refund or adjustment for plan downgrades, upgrades, or elimination of plan features within the current billing period shall be issued. Invoices/payments are irrevocably deemed final and accepted by Customer unless disputed or sought clarification before subscribing to the Service.
- 4.3. **Payment by Credit Card/Wire Transfer/Cheque.** If Customer is paying by credit card, the Customer shall always provide and keep current and updated Customer's contact, credit card, if applicable, and billing information on the Dashboard. Customer authorizes Wingify to charge the Customer credit card or bank account for all fees payable at the beginning of the Term and all subsequent billing periods, including upgrades. Customer further authorizes Wingify to use third parties to process payments and invoicing, and consents to the disclosure of Customer payment information to such third parties.

5. TERM AND TERMINATION

- 5.1. **Term.** This Agreement shall be effective for the Duration of the Order Form. This Agreement shall not be terminated by either party for reasons other than as specified in this Section 5.
- 5.2. **Renewal of Term.** This Agreement shall automatically renew for additional, successive renewal Term(s) if mentioned so in the Order Form. Unless otherwise agreed in writing, such renewal shall be on the same terms agreed herein. Either party may provide written notice of its intent to not renew at least thirty (30) days prior to the end of the then-current Term. The Customer may send the notice of non-renewal by email to [REDACTED] or use the cancellation option within the Dashboard.
- 5.3. **Renewal Fees.** Where the Order details have a limited quota, the fees shall increase by 10%. Where Order Details have unlimited quota, Renewal Fees shall be based on previous years' consumption and the new pricing shall be communicated to the Customer. Both parties shall mutually agree to renew services at the then current price to renew services.



- 5.4. **Termination.** Either party may terminate the Agreement, (i) if the other party commits a material breach of the Agreement and fails to cure such material breach within 30 days of written notice from the other party. For the avoidance of doubt, non-payment of fees within the agreed due date shall be deemed to be a material breach. (ii) immediately if the other party becomes insolvent, has filed for bankruptcy, or if a notice or demand for winding up has been issued in respect of such party.
- 5.5. **Termination or Suspension by Wingify.** Wingify may, immediately through written notice, terminate or suspend this Agreement upon Wingify being of the reasonable opinion that the Customer's use of the Services violates any applicable law, rule, or regulation. During any such suspension, the Customer will not be able to access the Services. Wingify will use commercially reasonable efforts to give Customer advance written notice of the suspension of Service unless law enforcement or governmental agency directs otherwise or suspension without notice is necessary to protect Wingify or its other customers.
- 5.6. **Consequences of Termination.** It is agreed that in case of termination of this Agreement or the Order Form, all the rights and licenses granted to the Customer under this Agreement shall cease to exist and Customer must immediately stop using the Services and remove the Embed Code from its Properties and infrastructure. The fees owed to Wingify as per this Agreement will not be cancelled or waived unless the termination arises solely due to a material breach of the Agreement by Wingify. User Data and Account settings shall be irrevocably deleted between 45 to 90 days from the date of termination. It shall be Customer's exclusive responsibility to secure all necessary data from Customer's Account during such period.

6. INTELLECTUAL PROPERTY

- 6.1. **Ownership.** All intellectual property rights, including any software, owned by a party, its licensors, or subcontractors as on the effective date of this Agreement (and all improvements or developments thereto) shall continue to be owned by such party, its licensors or subcontractors and, except as expressly provided in this Agreement, the other party shall not acquire any right, title, or interest in or to such intellectual property rights. Wingify shall own all rights, titles, and interests in and to any materials created or developed by Wingify or its subcontractors for its internal use or for assisting Customer in the provision of the Services including the Wingify Proprietary Material and Customer does not acquire any interest, right or title thereto.
- 6.2. **License of Customer Software and Intellectual Property.** For the purposes of enabling the provision of Services or for debugging or troubleshooting of Services by Wingify's support team, Customer agrees to grant to Wingify, access to any tool or application used by Customer to help in the resolution of the issue. Customer represents and warrants that: (a) Customer is either the owner of such tools or applications, or is authorized by the applicable owner to include it under this Agreement; and (b) Wingify has the right during the Term to access and/or use such tools and applications solely for the purpose of providing the Services to Customer as contemplated herein.

7. LIABILITY

- 7.1. **No Warranties.** Wingify provides the Service "AS IS". Customer expressly agrees that use of the Service is at the Customer's sole risk. Wingify hereby disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranty of merchantability or fitness for a particular purpose. Wingify shall at all times during the Term of this Agreement comply with the technical specifications as more fully described under Annexure C: Technical Specifications attached herewith to this Agreement. The Customer hereby agrees that the terms of this Agreement shall not be altered due to custom or usage or due to the parties' course of dealing or course of performance under this Agreement. The technical support and service credits mentioned in Section 2.4 shall be Customer's sole and exclusive remedy in relation to the provision of Services under this Agreement.
- 7.2. **No Third-Party Liability.** Wingify does not make any representation or warranty regarding any third-party software, tools or services and shall not be liable for the actions or omissions of any third-party including, but not limited to, website hosting providers, server providers due to which the Services may be interrupted or user's access to Dashboard may be affected. Where the Customer requests any integration to any third-party software, tools or services, Customer hereby consents to the transmission of Customer Account Data or User Data to such third-parties as may be required for the purposes of such integration at the Customer's own risk.



- 7.3. **No Liability for Customer Account Data or User Data.** Except as otherwise provided in the Data Protection Addendum, Customer is solely responsible for its data including, but not limited to: (i) any claims relating to Customer Account Data or User Data; and (ii) any claims that Customer Account Data or User Data infringes, misappropriates or otherwise violates the rights of any third party and shall indemnify Wingify to the extent of such claim or violation.
- 7.4. **Wingify Indemnity.** Wingify shall indemnify Customer in relation to all claims (including third-party claims) that any Wingify Proprietary Material infringes any registered third-party intellectual property rights.
- 7.5. **Customer Indemnity.** Customer shall indemnify Wingify in relation to all claims (including third-party claims) arising from the use of the Services by the Customer or for activities conducted by Customer through the Services including any claims arising in relation to the Properties, Users or information collected from Users by Customers.
- 7.6. **Exclusion of Indirect Damages.** Wingify and its subsidiaries, affiliates, officers, employees, agents, partners, vendors, and licensors shall not be liable for any indirect, incidental, special, punitive, or consequential damages, including but not limited to damages for lost profits, business interruption, loss of programs or information, loss of data, violation of data protection law and the like, that result from the use or inability to use the Service or from mistakes, omissions, interruptions, deletion of files or directories, errors, defects, delays in operation, or transmission, regardless of whether Wingify has been advised of such damages or their possibility.
- 7.7. **Limitation of Liability.** Notwithstanding anything to the contrary in this Agreement, Wingify's aggregate liability under or in connection with the Agreement, whether arising from contract, negligence, tort, data protection law or otherwise, shall in any event not exceed the amount paid by Customer under the Agreement in preceding 12 calendar months. Nothing herein shall limit, or is intended to limit, any liability that cannot be limited under applicable law.

8. GENERAL TERMS

- 8.1. **Confidentiality.** Each party undertakes in respect of Confidential Information for which it is the recipient: (i) to treat such information as confidential; (ii) to disclose such Confidential Information only to those employees on a need to know basis who are directly involved in the performance of this Agreement, (ii) not to communicate or disclose any part of such Confidential Information to any third party without the disclosing party's prior written consent, (iv) upon termination, expiry or at the request of the disclosing party, to return all such Confidential Information to the disclosing Party. The obligations in this Section 8.1 will not apply to any Confidential Information: (i) in the recipient's possession (with full right to disclose) before receiving it; (ii) which is or becomes public knowledge other than by breach of this Clause; (iii) independently developed by the recipient without access to or use of the Confidential Information; or (iv) required to be disclosed in accordance with applicable laws and regulations, provided that to the extent permitted by applicable law, the recipient shall notify the disclosing party of such requirement prior to disclosure.
- 8.2. **Privacy Policy.** The terms and conditions of the privacy policy located at <https://vwo.com/privacy-policy/> will govern all information or data collected through the website, vwo.com.
- 8.3. **Code of Business Conduct and Ethics.** Customer shall abide by the Code of Business Conduct and Ethics available at <https://vwo.com/downloads/legal/code-of-business-conduct-and-ethics.pdf>
- 8.4. **Right to use Logo.** [REDACTED]
[REDACTED]
[REDACTED]
- 8.5. **Independent Contractors.** The relationship of the parties under this Agreement is that of independent contractors. Neither party will be deemed to be an employee, agent, partner, franchisor, franchisee nor legal representative of the other for any purpose and neither will have any right, power or authority to create any obligation or responsibility on behalf of the other.



- 8.6. **Governing Law and Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of India. Any claim or suit is brought in connection with this Agreement, shall be brought to the exclusive jurisdiction and venue of the courts of Delhi, India. In any action by Wingify for the recovery of fees due hereunder, Customer shall pay reasonable attorneys' fees and costs in connection with such action.
- 8.7. **Assignment.** This Agreement and all rights and obligations may not be assigned in whole or in part by either party without the prior written consent of the other, except the rights and obligations of Wingify may be assigned to another entity in connection with a reorganization, merger, consolidation, acquisition, or other restructuring involving all or substantially all of the voting securities and/or assets of such party. Any attempted assignment in contravention of this Section shall be void and of no effect.
- 8.8. **Amendment.** Wingify may update these terms from time to time, provided that if any amendment prejudicially affects the Customer in a material manner, Wingify shall notify the Customer of such amendment. Except for the foregoing, no waiver, amendment, or modification of any provision of this Agreement will be effective unless it is in writing, refers to this Agreement, and is signed by authorized representatives of both parties.
- 8.9. **No Waiver.** No failure or delay by either party in exercising any right, power, or remedy under this Agreement, except as specifically provided herein, will operate as a waiver of any such right, power, or remedy.
- 8.10. **Non-solicitation.** The Customer shall not, during the term of this Agreement, and for a period of one year after termination of this Agreement, solicit or recruit for employment any employee or personnel of Wingify.
- 8.11. **Force Majeure.** Except with regard to payment obligations, either party shall be excused from delays in performing or from failing to perform its obligations under this Agreement to the extent the delays or failures result from causes beyond the reasonable control of the party, including, but not limited to: default of subcontractors or suppliers; failures or default of third party software, vendors, or products; acts of God or of the public enemy; governmental actions; acts of terrorism, strikes; communications, network/Internet connection, or utility interruption or failure; fire; flood; epidemic; and freight embargoes.
- 8.12. **Severability.** If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement will continue in full force and effect.
- 8.13. **Prevailing Language.** This Agreement has been prepared and executed in English. In the event of any conflict between the English version of this Agreement and any translation to any other language, the English version shall prevail for the purposes of interpretation.
- 8.14. **Notice.** All notices, statements, instructions, or consents required or allowed hereunder shall be sent to the other party in writing.

[END OF ANNEXURE A]



ANNEXURE B: SUB-PROCESSORS

Information about processors and sub-processors utilized by Wingify

Wingify Software Pvt Ltd. (“Wingify”) makes use of selected sub-processors to assist in providing the Services as defined in our [Terms & Condition](#) (“Terms”) while ensuring privacy and security as described in our [Privacy Policy](#). Terms used on this page but not defined have the meaning set forth in our Terms.

A sub-processor is a third-party data processor retained by Wingify, who has or potentially will have access to Service data i.e. visitor of Wingify’s Customer’s website or application (which may contain Personal Information) while providing Services on our behalf. Wingify engages different types of sub-processors to perform various functions as explained in the tables below.

Wingify also collects some data from its Customers as outlined in our [Privacy Policy](#) as a Controller and uses processors as mentioned here.

Wingify uses a commercially reasonable selection process to evaluate the security, privacy and confidentiality practices of such Processors and sub-processors. Additionally, Wingify ensures that its Processors and sub-processors satisfy contractual obligations as those required by Wingify (as a Controller or Processor as may be applicable) through requisite Data Protection Addendum (“DPA”).

Wingify provides this list of processors and sub-processors to enable Visitors and Customers to stay informed about the scope of processors and sub-processes associated with the Services.

Sub-processors involved in processing of Visitor Data

“**Visitor Data**” means Personal Data related to the end-user of Customer’s Properties or platform, more specifically as detailed in Annexure 1 to the DPA.

Sr.N	Sub-Processor Name	Purpose of Processing	Location of Processing
1	IBM SoftLayer	Cloud Hosting Services (SOC 2 Type 2, SOC 3 audited, ISO 27001,27017,27018 Certified)	United States
2	Google Cloud Platform	Cloud Hosting Services (SOC 2 Type 2, SOC 3 audited, ISO 27001,27017,27018 Certified)	United States



3	Amazon Web Services	CloudFront for Library served for legacy VWO Customers.	Global
4	Cloudflare, Inc	For CDN, Cloudflare, Inc. ("Cloudflare") provides content distribution, security and DNS services for web traffic transmitted to and from the Services. OR Secure and manage traffic to the Services, with access to URL interactions and IP addresses.	Global
5	Linode	Cloud hosting provider	United States
Sr.N	Sub-Processor Name	Purpose of Processing	Location of Processing
1	Salesforce	Customer relationship management (CRM) platform, with access to name, email, role, and affiliation.	United States
2	AirCall	Customer calling platform. Used for inbound and outbound calls to prospects/customers.	United States
3	LinkedIn Sales Navigator	Social selling platform. Sales team find people on LinkedIn using this platform and reach out to them	United States



4	Front App	Shared/collaborative inbox for sales team	United States
5	Wingman	Conversation and Real-time sales coaching intelligence tool used to convert the conversat into text transcripts	United States
6	G Suite	Email communication and Internal productivity platform	Europe
7	Marketo	Marketo is our central marketing automation tool used to store, process, execute and report all marketing campaigns. Marketo also acts as the central database for all Marketing acquired leads and contacts.	United Kingdom
8	Zendesk	Cloud-based Customer Support Services, used as a ticketing platform by our Support team and for hosting KB by our Documentation team.	United States
9	Intercom	Customer messaging platform, used for providing real time chat support for prospects/customers	United States
11	Twillo Segment	Event tracking for applications for service improvement and support	United States



12	Sentry	Error and bug detection	United States
13	NS1	Provides DNS services	United States
15	2Checkout	2checkout is an online payment processing service that helps you accept credit cards, PayPal, and other mode of payment globally.	United States
16	DocuSign	Digital Transaction Management	United States
17	Tableau	Data modelling and visualization platform. Providing presentation layer to entire org with Dashboards.	United States
18	SalesLoft	Calling platform, Emailing and Cadence	United States
19	Ringover	Customer calling platform	France



21	CrossBeam	To manage account mapping and overlaps between the data sets shared by our partners.	United States
22	Box	This acts as a cloud-based repository for all important documents for the business. It provides centralized, and safe access to important documents to key stakeholders	United Kingdom
23	Lusha	Contact database/platform. We dont share any information with them. We take the information of prospects from this portal and reach out to them.	United States
24	One Trust	We use OneTrust to operationalize cookie compliance for the GDPR, LGPD, CCPA laws. With OneTrust we configure branded banners on our website using unique consent approaches based on location to give end users the power to accept or deny the use of cookies by various sub-segments.	United Kingdom
25	Planhat	Customer success management – platform built to give insights, manage workflow and drive customer experience along with case driven scenarios for customer journey success	Sweden
28	SendGrid	SendGrid powers the transactional and marketing emails	United States
29	Appcues	App user engagement platform meant to empower your non-technical colleagues	United States



30	Wistia	We use Wistia to host all our marketing video content. We then use their embed feature to add videos to our website pages and other digital assets.	United States
31	Superhuman	With Superhuman, you can get back to the top of their inbox. When you send an email, just choose a time	United States
32	Readme	ReadMe quickly create beautiful documentation, and build loyal, productive developer communities	United States
33	Imagekit	It provides intelligent real-time image optimization, resizing, cropping, and fast CDN delivery	Global
34	Transifex	cloud-based localization platform built to help you manage the translation and localization of your app, website, video subtitles, and more	United Kingdom
36	Leadriver	We use Leadrive to automate LinkedIn connection requests and inmail reachouts using the LinkedIn Messaging platform.	Lithuania
37	Open AI	Generating Variation Suggestion in VWO Editor	United States, European Union, Taiwan



38	PartnerStack	An affiliate partners management tool, that stores information for affiliate partners, and the customers driven through them respectively.	United States
39	Apollo.io	Apollo.io is used to enrich our incoming leads and existing database to add more demographic attributes. The primary service data processed by Apollo.io includes lead name, lead email address and lead company name.	United States
40	NextRoll Inc. (RollWorks)	VWO uses RollWorks application for reaching out to prospective and existing customers to inform them of new thought leadership content and VWO product capabilities.	United States

Sub-processors involved in processing of Customer Data

“Customer Data” means any Personal Data other than Visitor Data that is provided by the Customer during the Services, and includes any Personal Data related to any employee or other personnel of the Customer.

Due Diligence

Wingify undertakes to use a commercially reasonable selection process by which it evaluates the security, privacy and confidentiality practices of proposed processors and sub-processors.

Contractual Safeguards

Wingify generally requires its processors sub-processors to satisfy equivalent obligations required from Wingify (as a Processor or a Controller) as set forth in applicable Data Protection Addendum and Data Protection laws.

Process to Engage New Sub-processors

For all Customers who have executed Wingify’s standard DPA, Wingify will provide notice of updates to the list of sub-processors that are utilized or which Wingify proposes to utilize to deliver its Services. Wingify undertakes to keep this list updated regularly to enable its customers to stay informed of the scope of sub-processing associated with the VWO Services.

Pursuant to the DPA, a Customer may object in writing to the processing of its Personal Information by a new sub-processor within ten (10) days following the update of this policy and such objection shall describe Customer’s legitimate reason(s) for objection. If the Customer does not object during such a time period, the new sub-processor(s) shall be deemed accepted.

Updates

Wingify will keep this list updated by adding the names of new or replacement sub-processors.

If you have any questions or concerns regarding our Sub-processor or a processor, please send us a detailed message to [REDACTED] and we will try to resolve your concerns.



VWO Testing is a platform that allows conducting various types of experiments to optimize websites for a better user experience and higher conversions. Here's what VWO Testing does:

1. **A/B Testing:** VWO Testing enables users to create and run A/B tests, where two or more versions of a webpage (A, B, C, etc.) are compared to determine which one performs better in terms of predefined goals such as click-through rates, conversions, or engagement. There are various options to create metrics within the A/B test and calculate the conversion accordingly.
2. **Multivariate Testing:** Users can also conduct multivariate tests, where multiple elements on a webpage (such as headlines, images, and call-to-action buttons) are tested simultaneously to identify the best combination that yields the highest conversions.
3. **Split URL Testing:** With VWO Testing, users can run split URL tests, where different versions of a webpage are hosted on different URLs. This allows for testing changes that are more significant, such as redesigns or layout changes.
4. **Visual Editor:** VWO Testing provides a visual editor that allows users to make changes to their website's design, content, and layout without the need for coding knowledge. Users can simply drag-and-drop elements to create variations for their tests. For more complex test creation users can also use the code editor in coding out the changes. This depends on the type of use case that you wish to test.
5. **Goal/Metric Tracking:** Users can define and track specific goals for their experiments, such as form submissions, clicks on a particular button, or page views. VWO Testing provides comprehensive reporting and analytics to measure the impact of each variation on these goals.
6. **Segmentation:** VWO Testing allows users to segment their audience based on various criteria such as geographic location, device type, or traffic source. This enables targeted testing and ensures that results are applicable to specific user segments.