



## ENTERPRISE AGREEMENT

EA ID: UC-20141015
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This Enterprise Agreement and its attached exhibits (the "Agreement") is entered into between the following entities as of the effective date identified below ("Effective Date"). This Agreement governs the subscription to and use of SurveyMonkey Enterprise Services (the "Services").

### **"Customer"**

Entity name: **The Regents of the University of California, Los Angeles Campus**  
 Address: 5308 Math Science Building, 405 Hilgard Avenue  
*Business contact for this document:*  
 Contact name: Thomas Trappler  
 Contact title: Director, UCLA Software Licensing  
 Contact email: softwarecentral@ucla.edu  
 Contact phone: 310-206-4780  
 Contact fax: 310-206-4742  
*If legal notices should be provided to someone other than the Primary Admin, complete the following section:*  
 Notices to:

### **"SurveyMonkey"**

Entity name: **See Section 14**  
 Address: See Section 14  
*Business Contact for this document:*  
 Name & email: Nick Strobe (nstrobe@surveymonkey.com)  
 Acct rep phone: 650-543-3639  
 Notices to: By certified mail or courier to the address above  
 Attn: Legal Department, with a copy to your SurveyMonkey Business Contact by email

### **Details**

<b>Effective Date:</b>	The date on which SurveyMonkey makes the Primary Admin User account available to the Customer for the first Enterprise subscription ordered under this Agreement.
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<b>Special Terms:</b> (Special Terms take precedence over any conflicting terms in this Agreement)	<p><b>ST1. Security.</b> SurveyMonkey will handle Customer Data in accordance with Schedule B (Data Security, Privacy and Integrity). SurveyMonkey has implemented, and will continue to implement, appropriate technical, organizational and administrative systems, policies and procedures designed to ensure the security, integrity and confidentiality of Customer Data and to mitigate the risk of unauthorized access to or use of Customer Data.</p> <p><b>ST2. Preferred Pricing.</b> Subject to Section ST3 (Price Increase Cap), fees during the first year of the term of this Agreement for Enterprise subscriptions ordered in Sales Documents will be \$200 per seat per year.</p> <p><b>ST3. Price Increase Cap (36 months).</b> Notwithstanding Section 6.4 (Price Changes), during the first 36 months of the term of this Agreement, SurveyMonkey may not increase the per seat Enterprise subscription fees specified in Section ST2 (Preferred Pricing): (a) more frequently than once per 12 month period; and (b) by more than (per each such 12 month period) the lesser of: (i) 3%; and (ii) the percentage rate of increase for the immediately preceding 12-month period in the Consumer Price Index, All Urban Consumers, U.S. City Average, All Items (1982-84 = 100), as published by</p>
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the Bureau of Labor Statistics of the United States Department of Labor (the "CPI") or, if the CPI is not available, such other index that the parties reasonably agree most closely resembles the CPI; provided that SurveyMonkey may in no event increase the per seat Enterprise subscription fees above SurveyMonkey's then-current list price.

**ST4. No Automatic Renewal (1 Year Term).** Despite anything in Section 6.2 (Subscription) to the contrary, each Enterprise subscription ordered under a Sales Document is for a 1 year term that does not automatically renew. Any renewal of the subscription must be by written agreement between the parties. The Customer acknowledges that a Primary Admin may have the ability to turn subscription auto-renewal on or off in his or her account. If auto-renewal is turned on, the Customer may be automatically billed at the end of the annual term. However, the Customer will not be liable to pay such bill unless the parties have otherwise agreed in writing to renew the subscription.

**ST5. Suspend on Downgrade.** Sections 3.2 (Leaving a Group), 9.4 (Consequences of Termination) and 9.5 (Downgrade Event) are hereby deleted in their entirety and replaced with the following:

3.2 Leaving a Group. [Intentionally omitted]

9.4. Consequences of Termination of Agreement. If this Agreement terminates, all Sales Documents will terminate.

9.5. Consequences of Termination of Sales Document. If a Sales Document terminates:

- (a) the rights granted by SurveyMonkey to the Customer under that Sales Document will cease immediately, except as set forth in this Section 9.5;
- (b) all Enterprise Accounts in the Group associated with the Sales Document will be suspended for at least 6 months, meaning that all functionality in that Group's Enterprise Accounts will be disabled (except for certain billing and account administration functions) but the accounts will otherwise remain in existence and subject to this Agreement for the duration of that suspension period ("**Post-Termination Suspension Period**");
- (c) if this Agreement or the Sales Document was terminated by the Customer due to SurveyMonkey's breach, SurveyMonkey will provide a pro rata refund of any fees prepaid by the Customer under the terminated Sales Document applicable to the period following the termination of that Sales Document or this Agreement; and
- (d) SurveyMonkey will bill the Customer, and the Customer will pay, for any accrued but unbilled fees (such as overage fees) under the Sales Document. The Customer will remain liable to pay any invoices outstanding on the termination date.

A new Section 9.7 is hereby inserted into the Agreement as follows:

9.7 Post-Termination Suspension Period. During a Post-Termination Suspension Period for a Group, the Customer may:

- (a) access the applicable Primary Admin's Enterprise Account to retrieve billing details, make account payments, and change automatic renewal settings;
- (b) request SurveyMonkey to assist the Customer to export any Customer Data that exists in its Enterprise Accounts for a reasonable fee, and Customer may accept that request in its sole discretion; and
- (c) close the Group by submitting a written notice to SurveyMonkey.

Prior to the expiration of the Post-Termination Suspension Period for a Group, SurveyMonkey may, at its sole discretion and subject to certain conditions imposed by SurveyMonkey, agree in writing with the Customer to lift the suspension of the Group and reinstate the applicable Sales Document between the parties under substantially the same terms that existed at the time it was terminated. For example, if the Post-Termination Suspension Period was caused by the Customer's election to not renew the applicable Enterprise subscription, SurveyMonkey may require the Customer to agree to renew that Enterprise subscription before SurveyMonkey will lift the suspension and reinstate this Agreement.

At the expiration of the Post-Termination Suspension Period, SurveyMonkey may close the Group. Closure of the Group will result in the deletion of all Enterprise Accounts in the Group and all Customer Data in those Enterprise Accounts.

## ST6. INSURANCE

**ST6.1. Insurance Coverage.** During the term of this Agreement, SurveyMonkey shall, at its own expense, maintain at least the following types and amounts of insurance coverage, subject to the requirements set forth in Section ST6.2:

- (a) commercial general liability with limits no less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate, which policy will include contractual liability coverage to the extent insurable under this Agreement;
- (b) worker's compensation with coverage statutory to the state in which an employee is hired;
- (c) employers liability with limits no less than \$1,000,000; and
- (d) technology, professional liability, data protection, or cyber liability insurance policy(ies) with limits no less than \$5,000,000 covering liabilities for financial loss resulting or arising from acts, errors, or omissions, in connection with the performance of this Agreement as well as all SurveyMonkey costs, including damages it is obligated to pay Customer or any third party, which are associated with any Security Incident (as hereafter defined) or loss of Customer Data. Costs to be covered by this insurance policy shall include: (i) costs to notify individuals whose data was lost or compromised; (ii) costs to provide credit monitoring and credit restoration services to individuals whose data was lost or compromised; (iii) costs associated with third party claims arising from the Security Incident or loss of data, including litigation costs and settlement costs; and (iv) any investigation, enforcement or similar miscellaneous costs. For the purposes of this paragraph (d), "**Security Incident**" means: (i) the failure by SurveyMonkey to handle, manage, store, destroy or otherwise control Customer Data in accordance with this Agreement resulting in an unauthorized disclosure by SurveyMonkey of Customer Data in electronic format; (ii) an unintentional violation of SurveyMonkey's privacy policy by SurveyMonkey adversely impacting Customer Data; (iii) a misappropriation of Customer Data that results in the violation of any applicable data privacy laws or regulations; or (iv) any other

act, error, or omission by SurveyMonkey in the course of providing the Services which has resulted in the unauthorized disclosure of Customer Data.

**ST6.2. Additional Insurance Provisions.** SurveyMonkey will ensure that all insurance policies required pursuant to Section ST6.1:

(a) be issued by insurance companies with a Best's Rating of no less than A-VII; and

(b) where available, will provide that such insurance be primary insurance and any similar insurance maintained by Customer shall be excess and non-contributory.

**ST6.3. Insurance Certificates.** Upon written request of Customer, SurveyMonkey shall provide Customer with copies of the certificates of insurance for all insurance coverage required by Section ST6.1, and shall not knowingly do anything to invalidate such insurance. This Section ST6.3 shall not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations imposed under this Agreement (including any provisions requiring a party to indemnify, defend and hold the other harmless under this Agreement).

**ST7. Framework Agreement.** During the first year of the term of this Agreement, SurveyMonkey agrees to offer Enterprise services to all current and future University of California campus locations on the same terms and conditions as this Agreement, including pricing. The terms of this Agreement are SurveyMonkey's Confidential Information.

**ST8. Non-Enterprise Signups.** During the term of this Agreement, SurveyMonkey will, on a monthly basis, provide the Customer with a list of users who have newly subscribed to a non-Enterprise paid plan where such users have registered their account with an email address belonging to a Customer-owned domain name (as specified by the Customer). The Customer will provide SurveyMonkey with a list of such Customer-owned domain names and will indemnify SurveyMonkey from and against any third party claims, liabilities, damages and costs arising from or in connection with the disclosure of such list of users to Customer in accordance with this Section ST8, but only in proportion to and to the extent such claims, liabilities, damages or costs are caused by or result from the acts or omissions of the Customer.

**ST9. Accessibility Requirements.** Surveys presented to respondents by SurveyMonkey shall be certified as Web Content Accessibility Guidelines (WCAG) 2.0 AA compliant no later than March 31, 2015.

**ST10. Privacy Policy Changes.** SurveyMonkey may amend the Privacy Policy (as defined in Section 5.3) from time to time in accordance with the change procedures described in that policy, and post the amended Privacy Policy at <https://www.surveymonkey.com/mp/policy/privacy-policy/>. However, no amendment to the Privacy Policy will be effective with respect to the Services without the written consent of the Customer if such amendment would result in the level of protection for Customer Data that exists in the Privacy Policy in Schedule C being materially decreased during the term of this Agreement. If there is a conflict between such Privacy Policy and this Agreement, this Agreement will prevail to the extent of the conflict. For the avoidance of doubt, neither this Section ST10 nor Section 5.3 prohibits SurveyMonkey from applying lesser levels of data protection in relation to specific new services or features that SurveyMonkey may offer to the Customer independently of this Agreement.

**ST11. Backups.** SurveyMonkey will ensure that any residual backup copies of Customer Data in an Enterprise Account made in the ordinary course of business will be deleted from SurveyMonkey's infrastructure within 13 months of the deletion of the relevant Enterprise Account.

**ST12. Attorneys' Fees.** In any action brought by a party to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

**Signatures**

By signing below, the parties agree to be bound by the terms of this Agreement as of the Effective Date.

**CUSTOMER**  
 Signed: Andrea Cooke  
 Print name: Andrea Cooke  
 Title: Senior Buyer  
 Date signed: 10/22/14

UCLA PO 2200 P SA 156

DocuSigned by:  
**SURVEYMONKEY**  
Tim Maly  
 F0A686A7381A424...  
 Signed: \_\_\_\_\_  
 Print name: Tim Maly  
 Title: COO/CFO  
 Date signed: October 22, 2014

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<b>Recitals</b>
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- A. The Customer desires to purchase one or more Enterprise subscriptions from SurveyMonkey under the terms of this Agreement, which override and replace the online clickthrough terms that would otherwise apply to the Customer ("**Online Clickthrough Agreement**"). The Online Clickthrough Agreement is located at <http://www.surveymonkey.com/mp/policy/enterprise>.

<b>Terms</b>
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**1 Services.**

- 1.1 Enterprise Services. As part of the Customer's Enterprise subscription, SurveyMonkey will provide the Customer with access to and use of the Services. The Services shall include, without limitation:
- (a) End User account functionality equivalent to the SurveyMonkey Platinum plan (SurveyMonkey's highest non-Enterprise plan) as of the Effective Date;
  - (b) the ability for End Users to export survey data in a variety of commonly used formats that facilitate backup and can be used with other applications;
  - (c) consolidated billing and centralized account administration functionality; and
  - (d) customer support provided by email and phone (where phone support is limited to 12.00am midnight to 5.00pm Pacific time, Monday to Friday, excluding holidays).
- 1.2 Security. In the course of using the Services, the Customer may submit content to SurveyMonkey (including survey questions, personal data and the personal data of others) or third parties may submit content to the Customer through the Services, and the Customer may use the Services to process such content and create new survey-related data (collectively, "**Customer Data**"). SurveyMonkey will store and process Customer Data in a manner consistent with industry security standards. SurveyMonkey has implemented technical, organizational, and administrative systems, policies, and procedures to help ensure the security, integrity, and confidentiality of Customer Data and to mitigate the risk of unauthorized access to or use of Customer Data.
- 1.3 Changes to Services. SurveyMonkey continually changes and improves the Services. SurveyMonkey may alter or remove functionality from the Services at any time without prior notice. However, SurveyMonkey will endeavor to provide the Customer with prior notice if SurveyMonkey makes a change to the Services resulting in a material decrease in functionality. Notwithstanding the foregoing, SurveyMonkey will not remove the core functionality from the Services that enables the Customer to create, distribute, and analyze surveys and survey results. If SurveyMonkey makes a change resulting in a material decrease in core functionality that existed on the Effective Date to the extent that the Services no longer reasonably fulfill Customer's needs, then Customer will have the right to terminate this Agreement and receive a pro rata refund of any pre-paid fees. If an End User elects at his or her discretion to use of any new features and functionality added to the Services from time to time, such use may be subject to additional or different terms relating to such new features and functionality.
- 1.4 Suspension of Services. SurveyMonkey may limit or suspend the Services (in whole or in part) from time to time for its own business or technical reasons (for example, to perform scheduled maintenance); provided, however, SurveyMonkey will not limit or suspend the Customer's account pursuant to this Section 1.4 without equally suspending or limiting the accounts of a majority of SurveyMonkey's other customers (or, if the limitation or suspension relates to a feature or portion of the Services, a majority of the subset of customers who use or have access to that feature or portion of the Services). If SurveyMonkey limits or suspends the Services, we will, where practicable, give the Customer reasonable advance notice so that the Customer can plan around it. However, there may be some situations, such as security emergencies, where it may not be

practicable for SurveyMonkey to give advance notice. SurveyMonkey will use commercially reasonable efforts to narrow the scope and duration of the suspension or limitation as is needed to resolve the issue that prompted such action.

- 1.5 Third Party Services. If the Customer uses any third party service with the Services (including services which use any application programming interface (API) provided by SurveyMonkey), the Customer acknowledges that the service may access or use the Customer Data. SurveyMonkey will not be responsible for any act or omission of the third party, including such third party's use of the Customer Data. SurveyMonkey does not warrant or support any such third party service, and the Customer should contact that third party for any issues arising from the Customer's use of the third party service.
- 1.6 Customer Success. The Customer may be assigned a customer success manager ("**CSM**") by SurveyMonkey. The CSM may review the Customer's use of the Services and, with the Customer's advance authorization, the Customer Data for the purpose of assisting the Customer to more effectively use the Services, including by providing reporting and usage insight.
- 1.7 Services Ordered. The Sales Quote attached forms a part of this Agreement and identifies the Services ordered by the Customer hereunder and any applicable annual subscription fees. The parties may execute additional Sales Documents that identify additional Services ordered by the Customer hereunder and any applicable fees.

## 2 Designation of Roles.

- 2.1 Group. Each account that belongs to the Customer's Enterprise subscription is referred to as an "**Enterprise Account**" (or "**End User account**" or "**seat**") and they collectively form the "**Group**". A Group may represent a team, group or other subdivision within the Customer's organization, or the whole organization. Each Enterprise subscription represents one Group, and the Customer may maintain multiple Groups by purchasing multiple Enterprise subscriptions. If the Customer maintains multiple Groups, the Customer may request to transfer an End User account from one Customer Group to another.
- 2.2 Primary Admin User. In order to use the Services, the Customer must designate a single "**Primary Admin User**" for each Group (also known as a "**Primary Admin**"). The Group's Primary Admin User will be provided with an Enterprise Account with additional Group administration and billing management features. The Primary Admin User is also considered to be an Admin User and an End User.
- 2.3 Admin Users. Admin Users will have access to an Enterprise Account with additional Group administration features ("**Admin Console**"). The Customer may designate End Users to be "**Admin Users**" through the Admin Console of an Admin User's account. An Admin User is also considered to be an End User.
- 2.4 End Users. An Admin User may, through the Admin Console, invite authorized persons (which shall be limited to Customer's officers, employees and agents) to join the Group as an "**End User**". Upon acceptance of an invitation, the person will receive access to an Enterprise Account and become an End User of the Group.

## 3 End User Accounts.

- 3.1 Joining a Group. When invited to join the Group, an End User may choose to join either by creating a new Enterprise Account, or by converting their existing non-Enterprise account into an Enterprise Account. **If an End User converts their non-Enterprise account to an Enterprise Account, ownership of the account, and user data in that account, will transfer to the Customer and the account will be subject to the control of the Group's Admin Users.** This means that Admin Users will be able to monitor the account, access the account, handle any data contained within it, change account settings, assign the account to another End User, and close the account.

Unless otherwise agreed, an End User who converts their non-Enterprise account into an Enterprise Account will not be entitled to a refund for any unused time remaining in their non-Enterprise account's billing cycle at the time of conversion. By joining a Group, an End User consents to the foregoing.

3.2 Leaving a Group. [intentionally omitted]

3.3 Closing an Enterprise Account. If an Admin User closes an Enterprise Account, that account will be removed from the Group and the account and its contents will be deleted.

3.4 Customer Policies. End Users must use the Services in compliance with any employment obligations and any other legal obligations they owe to the Customer.

#### **4 Admin User Obligations.**

4.1 Admin Users. Admin Users are responsible for managing access to End User accounts, including other Admin User accounts, via their Admin Console and for complying with this Agreement. Admin Users must maintain the confidentiality of Admin User account passwords. Admin Users may add or remove other Admin Users to or from the Group. Admin Users may also close Enterprise Accounts, disassociate Enterprise Accounts from the Group, and administer any Enterprise Account. However, only the Primary Admin User may access, alter, or close the Primary Admin User account. The types of administrative actions that certain Admin Users may perform on Enterprise Accounts may be able to be restricted by other Admin Users or the Primary Admin User.

4.2 Primary Admin User. The Customer authorizes the Primary Admin User to manage the Customer's Enterprise subscription and any associated Customer billing details. The Customer authorizes the Primary Admin User to terminate the Customer's Enterprise subscription at any time by contacting SurveyMonkey customer support and following account closure procedures. Closing the Primary Admin User account will result in a termination of the associated Group. The Customer may re-assign the Primary Admin User role to another individual by providing written notice to SurveyMonkey.

4.3 Administrative Responsibilities. The Services are designed to provide the Customer and its Admin Users with the ability to self-manage the Services and Enterprise Accounts. Management and administration of the Enterprise Accounts is the responsibility of the Customer and not SurveyMonkey (including responding to requests for account creation, deletion, and reassignment, and management of opt-in and opt-out communications settings for End Users). SurveyMonkey will not be responsible for any liability arising from adding, removing, or otherwise managing the Customer's Enterprise Accounts in accordance with the Customer's instructions.

#### **5 Customer Obligations.**

5.1 Compliance. The Customer agrees to comply with the provisions set forth in Schedule A (Acceptable Use Policy). The parties agree that the documents specifically identified below that are included in the Policy Center at <http://www.surveymonkey.com/mp/policy> ("**Policy Center**") as of the Effective Date will apply to the Services and the Customer agrees to comply with such documents ("**Additional Terms**"). The applicable Policy Center documents are:

- (a) Anti-Spam Policy;
- (b) Survey Terms of Service; and
- (c) Survey Content Policy.

SurveyMonkey may amend the Additional Terms from time to time without providing prior notice to the Customer if such amendments will apply to SurveyMonkey's general user base and not to the Customer specifically. However, no amendment to the Additional Terms will be effective with



respect to the Services without the written consent of the Customer if such amendment would result in additional restrictions being applied to Customer's use of the Services such that the Services can no longer be reasonably used to fulfill Customer's needs. SurveyMonkey will maintain past versions of the Additional Terms if it makes any material amendments to them.

- 5.2 Account Security. The Customer is responsible for maintaining the confidentiality of passwords and any other credentials used to access its Enterprise Accounts. The Customer will use commercially reasonable efforts to prevent unauthorized use of the Services and will terminate any unauthorized use of which it becomes aware. The Customer, and not SurveyMonkey, is responsible for any End User activity occurring in its Enterprise Accounts (other than activity that SurveyMonkey is directly responsible for which is not performed in accordance with the Customer's instructions). The Customer will notify SurveyMonkey promptly if the Customer becomes aware of any unauthorized access to its accounts. Enterprise Accounts may not be shared and may only be used by one individual per account, except where multiple individuals reasonably need to access a single account for the purpose of collaborating on a survey project.
- 5.3 Privacy. The Customer consents to the transfer, processing, and storage of Customer Data in accordance with this Agreement and SurveyMonkey's "**Privacy Policy**" attached in Schedule C. The Customer agrees that Customer Data may be handled in accordance with SurveyMonkey's privacy policies.
- 5.4 Obligations Concerning End Users. The Customer will:
- (a) Ensure that its End Users are aware of, and comply with, this Agreement.
  - (b) Ensure that any activities of its End Users that occur in connection with its Enterprise Accounts comply with this Agreement.
  - (c) Obtain any consents the Customer may require from each End User to allow the Customer and its Admin Users to engage in the activities described in this Agreement (including adding the End User to the Group and controlling, accessing, and disclosing data from, the End User's account).
  - (d) Not provide any Enterprise Accounts, or access to the Services, to persons under the age of 13.
- 5.5 Third Party Requests. The parties may from time to time receive a request from a third party for records related to an End User's use of the Services, including information in an End User account or about an End User ("**Third Party Request**"). Third Party Requests include valid search warrants, subpoenas, court orders, other forms of valid legal process, and any request for records which the applicable End User has given written authorization to disclose.

The Customer is responsible for responding to Third Party Requests via its own access to the information, and will only contact SurveyMonkey if the Customer is unable to obtain such information after diligent efforts.

If SurveyMonkey receives a Third Party Request, then, to the extent permitted by law:

- (a) SurveyMonkey will inform the third party issuing such request that it should pursue the request directly with the Customer;
- (b) SurveyMonkey will: (i) promptly notify the Customer of SurveyMonkey's receipt of the Third Party Request; (ii) cooperate with the Customer's commercially reasonable requests regarding the Customer's efforts to oppose a Third Party Request; and (iii) provide the Customer with the information or tools requested for the Customer to respond to the Third Party Request (if the Customer is otherwise unable to obtain the information by itself); and

- (c) if the Customer fails to promptly respond to any Third Party Request, SurveyMonkey may fulfill that request if we determine that we are required by law to do so.
- 5.6 Suspension of End Users. If an End User breaches this Agreement, or uses the Services in a manner that SurveyMonkey reasonably believes will cause SurveyMonkey liability or disrupt others' use of the Services, then SurveyMonkey may request that the Customer suspend or close the applicable End User account until the breach has been cured or the use in such manner has stopped. If the Customer fails to comply with such request, then SurveyMonkey may suspend or close the applicable End User account.
- 5.7 Backups. The Customer is responsible for maintaining, protecting, and making backups of the Customer Data. To the extent permitted by applicable law, SurveyMonkey will not be liable for any failure to store, or for loss or corruption of, the Customer Data or content in an Enterprise Account.
- 6 Fees and Billing.**
- 6.1 Fees for Services. The Customer will pay to SurveyMonkey all applicable fees for the Services. Fees paid by the Customer are non-refundable, except as provided in this Agreement or when required by law. If an invoiced amount is disputed in good faith by Customer, then Customer and SurveyMonkey shall work in good faith to resolve the dispute. All other obligations of the parties under this Agreement shall continue unabated until dispute resolution.
- 6.2 Subscriptions. The Services are billed on a subscription basis. This means that the Customer will be billed on a recurring, periodic basis for a subscription (each period is called a "**billing cycle**"). The length of each billing cycle depends on the type of subscription plan purchased and will be stated on the Sales Document. If automatic renewal is agreed by the parties on a Sales Document with respect to a subscription, that subscription will automatically renew at the end of each billing cycle unless auto-renewal is cancelled by the Customer by notifying SurveyMonkey in writing. The Customer may cancel automatic renewal on a subscription at any time, in which case such subscription will continue until the end of the applicable billing cycle before terminating.
- 6.3 Taxes. Any taxes required for the purchase of the Services by the Customer under this Agreement will be based on the current sales and use tax regulations of the State of California as they apply to the purchase of Services. Unless otherwise stated, the Customer is responsible for any taxes (other than SurveyMonkey's income tax) or duties associated with the sale of the Services, including any related penalties or interest (collectively, "**Taxes**"). The Customer will pay SurveyMonkey for the Services without any reduction for Taxes. If SurveyMonkey is obliged to collect or pay Taxes, the Taxes will be invoiced to the Customer, unless the Customer provides SurveyMonkey with a valid tax exemption certificate authorized by the appropriate taxing authority, VAT number issued by the appropriate taxing authority, or other documentation providing evidence that no tax should be charged. SurveyMonkey will not charge the Customer VAT if the Customer provides SurveyMonkey with a VAT number issued by a taxing authority in the European Union, is purchasing the Services from SurveyMonkey Europe Sarl for business reasons, and is located in a different European Union member state from SurveyMonkey Europe Sarl. If the Customer is required by law to withhold any Taxes from its payments to SurveyMonkey, the Customer must provide SurveyMonkey with an official tax receipt or other appropriate documentation to support such payments.
- 6.4 Price Changes. SurveyMonkey may change the fees charged for the Services at any time, provided that for any fees billed on a subscription basis, the change will become effective only at the end of the then-current billing cycle of the Customer's subscription. SurveyMonkey will provide the Customer with prior written notice of any change in fees to give the Customer an opportunity to cancel auto-renewal (if applicable) on the Customer's subscription before the change becomes effective.
- 6.5 Overage Fees. Overage fees will be billed in arrears to the Customer on a monthly basis. Overage fees which remain unpaid for 30 days after receipt of invoice are considered overdue.

SurveyMonkey may limit the functionality of Enterprise Accounts while overage fees remain overdue. An example of overage fees are the fees associated with the Customer purchasing additional End User accounts in the middle of a billing cycle (in excess of the amount purchased at the start of that billing cycle) ("**Overage Accounts**"). Overage Accounts will have the same billing cycle as the Enterprise subscription to which they belong.

- 6.6 Payment Method. The Customer authorizes SurveyMonkey to charge for fees using the Customer's selected payment method (including by SurveyMonkey issuing an invoice upon receipt of a Customer purchase order). Unless otherwise agreed, the Customer may designate its payment method and billing details through the Primary Admin User's account. Unless otherwise agreed, payments for invoices are due 30 days after receipt of invoice. If the Customer elects to pay by credit card, debit card, or any other billing method that supports automatic recurring payments and that payment method is available, SurveyMonkey will initially attempt to charge the Customer using that billing method when payment is due, and payments will be considered overdue if payment is not received within 30 days of that due date. The Customer agrees to keep its billing and billing contact information current and accurate in the Primary Admin User account.
- 6.7 Other Services. Other products and services offered by SurveyMonkey may be available for purchase through the Services by End Users. If an End User purchases such products and services, then those products and services will be billed to the billing details provided by the applicable End User for that End User account, unless marked otherwise, and such purchases may be subject to separate terms applicable to those products and services.
- 6.8 Interest. Overdue payment for undisputed invoices may bear interest at the rate of 0.5% per month (or the highest rate permitted by law, if less) on the amount overdue. The Customer will be responsible for all reasonable expenses (including attorneys' fees) incurred by SurveyMonkey in collecting such overdue amounts, except where the overdue amounts are due to SurveyMonkey's billing inaccuracies.

## **7 Intellectual Property.**

- 7.1 Ownership and Rights. As between the parties, the Customer retains ownership of all intellectual property rights in the Customer Data, and SurveyMonkey retains ownership of all intellectual property rights in the Services. This Agreement does not grant SurveyMonkey any licenses or rights to the Customer Data except for the limited rights needed for SurveyMonkey to provide the Services as described in this Agreement. Except as permitted by SurveyMonkey's brand and trademark use policies, this Agreement does not grant the Customer any right to use SurveyMonkey's trademarks or other brand elements.
- 7.2 Limited License to Customer Data. The Customer grants SurveyMonkey a worldwide, royalty-free license to use, reproduce, distribute, modify, adapt, create derivative works, make publicly available, and otherwise exploit Customer Data, but only to the minimum extent necessary to provide the Services to the Customer and as otherwise permitted by SurveyMonkey's privacy policies. This license for such limited purposes continues even after the Customer stops using the Services with respect to aggregate and de-identified data derived from Customer Data related to Customer's use of the Services, and any residual backup copies of Customer Data made in the ordinary course of business. Notwithstanding the foregoing, SurveyMonkey will not use or scan Customer Data in order to perform targeted advertising, marketing or user profiling of any survey respondents or any individuals whose personally identifiable information may exist in the Customer's survey responses. This license also extends to any trusted third parties that SurveyMonkey works with to the extent necessary to provide the Services to the Customer. If the Customer provides SurveyMonkey with feedback about the Services, SurveyMonkey may use that feedback without any obligation to the Customer.
- 7.3 Customer Lists. [intentionally omitted]

- 7.4 Customer retains the right to use the Services to access and retrieve Customer Data that is accessible through the Services at any time that the Services are available.

## 8 Confidentiality.

- 8.1 **Definition. "Confidential Information"** means information disclosed by a party to the other party in connection with the use of the Services that is marked as confidential or would reasonably be considered as confidential under the circumstances. Customer Data is the Customer's Confidential Information. Despite the foregoing, Confidential Information does not include information that: (a) is or becomes public through no fault of the recipient; (b) the recipient of the Confidential Information already lawfully knew; (c) was rightfully given to the recipient by a third party; or (d) was independently developed by the recipient without reference to the disclosing party's Confidential Information.
- 8.2 **Confidentiality.** Each party will: (a) protect the other party's Confidential Information using commercially reasonable efforts, which shall include the security measures that SurveyMonkey is required to implement under this Agreement; and (b) not disclose the Confidential Information, except to affiliates, employees, contractors, agents, and professional advisors who need to know it and who have agreed in writing to keep it protected in accordance with this Agreement. Each party (and any permitted recipient to whom a party has disclosed Confidential Information of the other party) may use Confidential Information only the minimum extent necessary to exercise rights and fulfill its obligations under this Agreement. Nothing in this Agreement will prevent SurveyMonkey from using or disclosing the Customer's Confidential Information in any manner permitted by SurveyMonkey's privacy policies.
- 8.3 **Compelled Disclosure.** Each party may disclose the other party's Confidential Information when required by law or legal process, but only after it, if permitted by law: (a) notifies the other party prior to any such disclosure; and (b) gives the other party the opportunity to challenge the requirement to disclose. Nothing in this Agreement shall in any way limit the ability of the Customer to comply with any laws or legal process concerning disclosures by public entities. SurveyMonkey acknowledges that any responses, materials, correspondence, documents or other information provided to Customer are subject to applicable state and federal law, including the California Public Records Act, and that the release of Confidential Information in compliance with those acts or any other law will not constitute a breach or threatened breach of this Agreement.

## 9 Term and Termination.

- 9.1 **Term.** This Agreement continues until all the Customer's subscriptions under all Sales Documents end or otherwise terminate, or if this Agreement is terminated. A Sales Document continues until all the Customer's subscriptions provided under that Sales Document end, or if the Sales Document is terminated.
- 9.2 **Termination without Cause.** If a subscription automatically renews, the Customer may terminate that subscription at the end of that subscription's billing cycle by submitting a written notice to SurveyMonkey via the applicable Primary Admin User account, or by providing other written notice to SurveyMonkey, in each case at least 30 days before the end of such billing cycle. SurveyMonkey may terminate an automatically renewing subscription at the end of that subscription's billing cycle by providing at least 30 days' prior written notice to the Customer.
- 9.3 **Termination for Cause.** Each of the Customer and SurveyMonkey may suspend performance or terminate this Agreement or the applicable Sales Document upon written notice if the other party: (a) is in material breach of this Agreement and fails to cure that breach within 30 days after receipt of written notice; or (b) ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within 90 days. SurveyMonkey may terminate a Sales Document if any undisputed payment owed by the Customer to SurveyMonkey under that Sales Document is more than 30 days overdue.

9.4 Consequences of Termination. [intentionally omitted]

9.5 Downgrade Event. [intentionally omitted]

9.6 Survival. The following sections will survive the termination of this Agreement: 6, 7, 8, 9, 11, 12, 14, and 15.

## 10 Warranties.

10.1 Warranties. Each party represents and warrants that: (a) it has full power and authority to enter into this Agreement; and (b) it will comply with all laws and regulations applicable to its provision or use of the Services, as applicable.

10.2 Embargoes. The Customer represents and warrants that it is not barred by any applicable laws from being supplied with the Services. The Services may not be used in any country that is subject to an embargo by the United States or European Union applicable to the Services. The Customer will ensure that: (a) its End Users do not use the Services in violation of any export restriction or embargo by the United States; and (b) it does not provide access to the Services to persons on the U.S. Department of Commerce's Denied Persons List or Entity List, or the U.S. Treasury Department's list of Specially Designated Nationals.

## 11 Indemnities.

11.1 By Customer. The Customer will indemnify, defend, and hold harmless SurveyMonkey from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim regarding or in connection with: (a) Customer Data (including claims of intellectual property infringement); (b) the Customer's use of the Services in breach of this Agreement; and (c) use of the Services by the Customer's End Users, but only in proportion to and to the extent such liability, damages or costs are caused by or result from the acts or omissions of the Customer or Customer's End Users.

11.2 By SurveyMonkey. SurveyMonkey will indemnify, defend, and hold harmless the Customer and its officers, employees and agents from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of: (a) a third party claim that the SurveyMonkey technology used to provide the Services to the Customer infringes any copyright, U.S. patent, trademark or trade secret of such third party, or (b) SurveyMonkey's intentional misconduct or gross negligence in providing the Services, but only in proportion to and to the extent such liability, damages or costs are caused by or result from the acts or omissions of SurveyMonkey. However, in no event will SurveyMonkey have any obligations or liability under this Section arising from: (a) use of any Services in a modified form or in combination with materials not furnished or authorized by SurveyMonkey; or (b) any content or data provided by the Customer, End Users, or third parties.

11.3 Potential Infringement. If SurveyMonkey believes the Services may infringe or may be alleged to infringe a third party's intellectual property rights, then SurveyMonkey may: (a) obtain the right for the Customer, at SurveyMonkey's expense, to continue using the Services; (b) provide a non-infringing functionally equivalent replacement; or (c) modify the Services so that they no longer infringe. If SurveyMonkey does not believe that the foregoing options are commercially reasonable, then SurveyMonkey may suspend or terminate the Customer's use of the impacted Services and provide a pro rata refund of any fees prepaid by the Customer applicable to the period following the termination of such Services.

11.4 Indemnity Procedures. A party seeking indemnification under this Agreement will promptly notify the other party of the claim and cooperate with the other party in defending the claim. If permitted by applicable law, the indemnifying party will have full control and authority over the defense, except that: (a) any settlement requiring the indemnified party 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 (b) the indemnified party may join in the defense with its own counsel at its own expense. THE INDEMNITIES IN THIS AGREEMENT ARE A PARTY'S SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT FOR VIOLATION BY THE OTHER PARTY OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

## 12 Disclaimers and Limitations of Liability.

- 12.1 Disclaimers. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER SURVEYMONKEY NOR THE CUSTOMER MAKES WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SURVEYMONKEY PROVIDES THE SERVICES ON AN "AS IS" BASIS AND, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, MAKES NO REPRESENTATIONS REGARDING THE AVAILABILITY, RELIABILITY, OR ACCURACY OF THE SERVICES, OR REGARDING ANY CUSTOMER DATA OR CONTENT IN AN ENTERPRISE ACCOUNT.
- 12.2 Exclusion of Certain Liability. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER SURVEYMONKEY NOR THE CUSTOMER WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- 12.3 Limitation of Liability. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF SURVEYMONKEY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED THE GREATER OF: (A) THE AMOUNTS PAID BY THE CUSTOMER TO SURVEYMONKEY UNDER THIS AGREEMENT DURING THE 12 MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY ("**BASE LIABILITY AMOUNT**") AND (B) US\$100,000. THE FOREGOING SHALL NOT APPLY WITH RESPECT TO BREACHES BY SURVEYMONKEY OF THE PRIVACY AND SECURITY OBLIGATIONS CONTAINED IN EXHIBIT B, IN WHICH CASE THE AGGREGATE LIABILITY OF SURVEYMONKEY ARISING OUT OF OR IN CONNECTION WITH SUCH BREACHES WILL NOT EXCEED THE GREATER OF: (A) 5 TIMES THE BASE LIABILITY AMOUNT; AND (B) \$200,000.
- 12.4 Exceptions to Limitations. The limitations of liability in Section 12.2 (Exclusion of Certain Liability) do not apply to violations of a party's intellectual property rights by the other party or the intellectual property infringement indemnification obligations set forth herein.

## 13 Amendments.

- 13.1 Agreement Amendments. This Agreement may only be amended if authorized representatives of each party agree in a signed writing. However, if SurveyMonkey is required by applicable law to amend this Agreement, SurveyMonkey will notify the Customer in writing promptly upon becoming aware of such requirement. If Customer does not accept such amendment by the date stated in such written notice (which will be no earlier than the date on which the law requires the amendment to become effective), either party may terminate this Agreement and SurveyMonkey will provide a pro rata refund of any fees prepaid by the Customer applicable to the period following the termination of this Agreement. Otherwise, the Customer will be deemed to have accepted the amendment.
- 13.2 Online Clickthrough Agreement. This Agreement overrides the Online Clickthrough Agreement in its entirety with respect to the Services, notwithstanding the Customer's submission of an electronic signature, or clicking on an "I Agree" button or other indication of assent to such agreement. Any amendments to the Online Clickthrough Agreement do not affect this Agreement.

#### 14 Contracting Entity.

14.1 Customers in the United States. If Customer has its principal place of business in the United States (as determined by the Customer's address on the cover page of this Agreement or, if such address is not provided, the billing address associated with the Primary Admin User account), the Service is provided by SurveyMonkey Inc. and the following provisions will apply:

- (a) Contracting Entity. References to "SurveyMonkey", "we", "us", and "our" are references to SurveyMonkey Inc., a Delaware corporation with Tax ID: 37-1581003 located at 101 Lytton Avenue, Palo Alto, CA 94301, United States of America.
- (b) Governing Law. This Agreement is governed by the laws of the State of California (without regard to its conflict of laws provisions).
- (c) Jurisdiction. Except if prohibited by applicable law, each party submits to the exclusive jurisdiction of the state courts located in Santa Clara County, California, and the federal courts located in the Northern District of California with respect to the subject matter of this Agreement.

14.2 Customers outside the United States. [intentionally omitted]

#### 15 Other Terms.

- 15.1 Assignment. The Customer may not assign this Agreement without SurveyMonkey's prior written consent (such consent not to be unreasonably withheld). SurveyMonkey may assign this Agreement by providing written notice to the Customer. However, SurveyMonkey may assign this Agreement without notice to an affiliate or to a successor or acquirer, as the case may be, in connection with a merger, acquisition, corporate reorganization or consolidation, or the sale of all or substantially all of SurveyMonkey's assets or of the SurveyMonkey business line to which the subject matter of this Agreement relates. Any other attempt to transfer or assign is void. This Agreement shall be binding on each party's successors and permitted assigns.
- 15.2 Entire Agreement. This Agreement (including any documents incorporated herein by reference), and any sales quote or other sales document prepared for the Customer by SurveyMonkey referencing this Agreement ("**Sales Document**") constitute the entire agreement between the Customer and SurveyMonkey and they supersede any other prior or contemporaneous agreements, terms and conditions, written or oral concerning its subject matter. Any terms and conditions appearing on a purchase order or similar document issued by the Customer do not apply to the Services, do not override or form a part of this Agreement, and are void. No click-through, or other end user terms and conditions or agreements ("**Clickthrough Terms**") provided with the Services hereunder shall be binding on Customer, even if use of the Services requires an affirmative "acceptance" of those Clickthrough Terms before access is permitted. All such Clickthrough Terms shall be of no force and effect and shall be deemed rejected by Customer in their entirety.
- 15.3 Force Majeure. Neither SurveyMonkey nor the Customer will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, governmental action, or internet disturbance) that was beyond the party's reasonable control.
- 15.4 Independent Contractors. The relationship between SurveyMonkey and you is that of independent contractors, and not legal partners, employees, or agents of each other.
- 15.5 Interpretation. The use of the terms "includes", "including", "such as" and similar terms, will be deemed not to limit what else might be included.
- 15.6 No Waiver. A party's failure or delay to enforce a provision under this Agreement is not a waiver of its right to do so later.

15.7 Notices. All notices must be in writing and will be deemed given when: (a) verified by written receipt, if sent by postal mail with verification of receipt service or courier; (b) received, if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by email. Notices to SurveyMonkey must be sent to SurveyMonkey, 101 Lytton Ave, Palo Alto, CA 94301, USA marked to the attention of the Legal Department. Notices to the Customer may be sent to the email address associated with the Customer's Primary Admin User account. If the Customer has provided contact details for legal notices on the cover page of this Agreement, any non-routine legal notices (including indemnification claims, breach notices, and termination notices, but not including notices of overdue payments) will be provided to such contact instead, with a copy to the email address associated with the Customer's Primary Admin User account. Notices to End Users may be sent to the email address associated with that End User's account. The Customer and End Users must keep the contact details associated with their Enterprise Accounts current and accurate. The Customer may grant approvals, permission, extensions, and consents by email.

15.8 Precedence. To the extent any conflict exists between them, the Agreement prevails over the Sales Document (if one exists).

15.9 Severability. If any provision of this Agreement is determined to be unenforceable by a court of competent jurisdiction, that provision will be severed and the remainder of terms will remain in full effect.

15.10 Third Party Beneficiaries. There are no third party beneficiaries to this Agreement. The Customer's End Users are not third party beneficiaries to the Customer's rights under this Agreement.

15.11 Subcontractors. SurveyMonkey may use third party contractors to perform any of its obligations hereunder. Notwithstanding the foregoing, SurveyMonkey shall remain responsible to the Customer for all performance under this Agreement, and SurveyMonkey shall be responsible if any such third party contractor fails to meet any of SurveyMonkey's obligations under this Agreement with respect to the subcontracted or delegated responsibilities.

**16 Terms for Certain Customers and Countries.**

16.1 Language. This Agreement was prepared and written in English. Any non-English translations of this Agreement which may be made available are provided for convenience only and are not valid or legally binding.

16.2 Customer-Specific Terms. [intentionally omitted]

\* \* \* \* \*



## **Schedule A** **Acceptable Use Policy**

**AUP1. Legal Compliance.** You must use the Services in compliance with, and only as permitted by, applicable law.

**AUP2. Your Responsibilities.** You are responsible for your conduct, Customer Data, and communications with others while using the Services. You must comply with the following requirements when using the Services:

- (a) You may not misuse our Services by interfering with their normal operation, or attempting to access them using a method other than through the interfaces and instructions that we provide.
- (b) You may not circumvent or attempt to circumvent any limitations that SurveyMonkey imposes on your account (such as by opening up a new account to conduct a survey that we have closed for a violation of this Agreement).
- (c) Unless authorized by SurveyMonkey in writing, you may not probe, scan, or test the vulnerability of any SurveyMonkey system or network.
- (d) Unless permitted by applicable law, you may not deny others access to, or reverse engineer, the Services, or attempt to do so.
- (e) You may not transmit any viruses, malware, or other types of malicious software, or links to such software, through the Services.
- (f) You may not engage in abusive or excessive usage of the Services, which is usage significantly in excess of average usage patterns that adversely affects the speed, responsiveness, stability, availability, or functionality of the Services for other users. SurveyMonkey will endeavor to notify you of any abusive or excessive usage to provide you with an opportunity to reduce such usage to a level acceptable to SurveyMonkey.
- (g) You may not use the Services to infringe the intellectual property rights of others, or to commit an unlawful activity.
- (h) Unless authorized by SurveyMonkey in writing, you may not resell or lease the Services to third parties.
- (i) If your use of the Services requires you to comply with industry-specific regulations applicable to such use, you will be solely responsible for such compliance, unless SurveyMonkey has agreed with you otherwise. You may not use the Services in a way that would subject SurveyMonkey to those industry-specific regulations without obtaining SurveyMonkey's prior written agreement. For example, you may not use the Services to collect, protect, or otherwise handle "protected health information" (as defined in 45 C.F.R. §160.103 under United States federal regulations) without entering into a separate business associate agreement with SurveyMonkey that permits you to do so.

## Schedule B

### Data Security, Privacy and Integrity

#### 1 – PROTECTED INFORMATION & FERPA

SurveyMonkey acknowledges that its performance of Services under this Agreement may involve access to confidential Customer information including, but not limited to, personally identifiable information and student records (collectively, “**Protected Information**”) that is subject to the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) (“**FERPA**”).

To the extent SurveyMonkey has access to “Education Records,” it is deemed to be a “school official” (as each of those terms is defined in FERPA) and is subject to FERPA. In addition, SurveyMonkey agrees to abide by the limitations and requirements imposed on school officials in FERPA.

#### 2 – COMPLIANCE WITH FAIR INFORMATION PRACTICE PRINCIPLES

During the term of the Agreement, SurveyMonkey will: (i) maintain adherence with the US-EU and US-Swiss Safe Harbor frameworks, as administered by the U.S. Department of Commerce (“**Safe Harbor Framework**”), with regard to the data processing activities it is conducting under the Agreement for the Customer; and (ii) self-certify its adherence with the U.S. Department of Commerce at least every 12 months.

With respect to the Customer Data and Protected Information, and in compliance with all applicable laws and regulations, SurveyMonkey shall comply in all respects reasonably pertinent to the Agreement with the Fair Information Practice Principles, as defined by the U.S. Federal Trade Commission. Such principles would typically require SurveyMonkey to have a privacy policy, and, if collecting Protected Information electronically from individuals on behalf of the Customer, a prominently-posted privacy statement or notice in conformance with such principles.

#### 3 – PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF CUSTOMER DATA AND PROTECTED INFORMATION

SurveyMonkey shall not access, use or disclose Customer Data and Protected Information except as permitted or required by the Agreement or as otherwise authorized in writing by Customer, or applicable laws. SurveyMonkey agrees to comply with all applicable federal and state laws restricting the access, use and disclosure of Protected Information (other than any laws that have become applicable due to Customer using the Services in breach of Section AUP2(i) of Exhibit A).

SurveyMonkey will only provide access to Customer Data to SurveyMonkey employees, agents and contractors (“**SurveyMonkey Staff**”) on a need-to-know basis and only to the minimum extent necessary to fulfill SurveyMonkey’s obligations or exercise SurveyMonkey’s rights under this Agreement. SurveyMonkey will ensure that, prior to being granted access to Customer Data, SurveyMonkey employees who perform work under this Agreement have all undergone and passed (in accordance with SurveyMonkey’s internal policies) criminal background screenings; have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all Customer Data protection provisions of this Agreement; and possess all qualifications appropriate to the nature of the employees’ duties and the sensitivity of the Customer Data they will be handling.

SurveyMonkey shall establish and maintain infrastructure, processes and procedures to segregate End User Accounts at a level sufficient to ensure that no End User is able to access the account or associated data of another End User without prior authorization (which may include an End User enabling “data sharing” features of their account).

#### 4 – REQUIRED SECURITY STANDARDS AND MEASURES

SurveyMonkey shall ensure that security measures it implements to safeguard Customer Data and Protected Information are regularly reviewed and revised to address evolving threats and vulnerabilities while SurveyMonkey has responsibility for Customer Data and Protected Information during the term of this Agreement.

As of October 2, 2014, SurveyMonkey implements the security measures identified in Schedule D (“**Security Statement**”). The parties acknowledge that the nature of security measures implemented by SurveyMonkey may need to change from time to time to adapt to changes in technologies, standards, infrastructure, environments and security threats. While SurveyMonkey is not obliged to continue implementing the security measures specified in the Security Statement, SurveyMonkey will ensure that the security measures it does implement maintain a comparable or better level of security than that provided by the measures in the Security Statement.

SurveyMonkey will ensure that it appropriately screens any subcontractors it uses to help provide the Services to the Customer.

SurveyMonkey will primarily store Customer Data on servers located in the United States.

#### 5 – RETURN OR DESTRUCTION OF PROTECTED INFORMATION

If SurveyMonkey is unable to return or destroy the Customer Data and Protected Information in accordance with this Article 5, then this Schedule B, in its entirety, shall survive termination of this Agreement until such time as SurveyMonkey does return or destroy Customer Data and Protected Information.

#### 6 – SECURITY BREACH OF CUSTOMER DATA AND PROTECTED INFORMATION

**Reporting of Security Incident.** SurveyMonkey shall report any confirmed Security Incident to Customer promptly upon discovery, but in no event more than 6 business days after SurveyMonkey confirms a Security Incident has occurred. SurveyMonkey’s report shall identify, to the extent known by SurveyMonkey: (a) the nature of the unauthorized access, use or disclosure, (b) Customer Data and Protected Information accessed, used or disclosed, (c) the person(s) who accessed, used and disclosed and/or received Customer Data and Protected Information (if known), (d) what SurveyMonkey has done or will do to mitigate any deleterious effect of the unauthorized access, use or disclosure, and (e) what corrective action SurveyMonkey has taken or will take to prevent future unauthorized access, use or disclosure. SurveyMonkey shall provide such other information, including a written report, as reasonably requested by Customer.

**Coordination of Security Incident Response Activities.** In the event of a Security Incident, SurveyMonkey will:

- Immediately preserve any potential forensic evidence relating to the Security Incident, and remedy the Security Incident as quickly as circumstances permit;
- Promptly (within 6 business days) designate a contact person to whom the Customer will direct inquiries, and who will communicate SurveyMonkey responses to Customer inquiries;
- As rapidly as circumstances permit, apply appropriate resources to remedy the Security Incident condition, investigate, document, restore Customer service(s), and undertake appropriate response activities;
- Provide regular status reports to the Customer on Security Incident response activities;
- Coordinate all media, law enforcement, or other Security Incident notifications that specifically mention the Customer with the Customer in advance of such notification(s), unless expressly prohibited by law;
- Make all reasonable efforts to assist and cooperate with the Customer in its Security Incident response efforts; and

- Ensure that knowledgeable SurveyMonkey staff are available on reasonable notice, if needed, to participate in Customer-initiated meetings and/or conference calls regarding the Security Incident.

#### **7 – EXAMINATION OF RECORDS**

Customer and, if the applicable law, contract or grant so provides, the other contracting party or grantor (and if that be the United States, or an agency or instrumentality thereof, then the Controller General of the United States) shall have access to and the right to examine any pertinent books, documents, papers, and records of SurveyMonkey involving transactions and work related to this Agreement and the Customer until the expiration of five years after final payment hereunder.

SurveyMonkey shall retain any financial documents and records involving transactions and work performed by SurveyMonkey for Customer pursuant to this Agreement for a period of five years from the date of final payment.

#### **8 – SURVIVAL**

The terms and conditions set forth in this Schedule B shall survive termination of the Agreement between the parties.

**Schedule C**  
**Privacy Policy**

See attached.

# Privacy Policy

This privacy policy explains how SurveyMonkey handles your personal information and data. We value your trust, so we've strived to present this policy in clear, plain language instead of legalese. The policy is structured so you can quickly find answers to the questions that interest you the most.

This privacy policy applies to all the products, services and websites offered by SurveyMonkey Inc., SurveyMonkey Europe Sarl, SurveyMonkey Limited, SurveyMonkey Brasil Internet Ltda. and their affiliates, except where otherwise noted. We refer to those products, services and websites collectively as the "services" in this policy. Some services have [supplementary privacy statements](#) that explain in more detail our specific privacy practices in relation to them. Unless otherwise noted, our services are provided by SurveyMonkey Inc. inside of the United States and by SurveyMonkey Europe Sarl outside of the United States.



**TRUSTe.** SurveyMonkey Inc. has been awarded TRUSTe's Privacy Seal signifying that this privacy policy and our privacy practices have been reviewed TRUSTe, an independent third party, for compliance with TRUSTe's program requirements, which include transparency, accountability and choice regarding the collection and use of your personal information.

**European Safe Harbors.** SurveyMonkey Inc. complies with the US-EU and US-Swiss Safe Harbor Frameworks developed by the U.S. Department of Commerce regarding the collection, use and retention of personal information from EU member countries and Switzerland. We have certified, and TRUSTe has verified, that we adhere to the Safe Harbor Privacy Principles of notice, choice, onward transfer, security, data integrity, access and enforcement. View our certification on the U.S. Department of Commerce's Safe Harbor website.

**Questions?** For questions regarding our privacy policy or practices, contact SurveyMonkey by mail at 101 Lytton Avenue, Palo Alto, CA 94301, USA, or electronically through this form. You may contact TRUSTe if feel your question has not been satisfactorily addressed.

## Key Privacy Points: The Stuff You Really Care About

### IF YOU CREATE SURVEYS:

- **Your survey data is owned by you.** Not only that, but SurveyMonkey treats your surveys as if they were private. We don't sell them to anyone and we don't use the survey responses you collect for purposes unrelated to you or our services, except in a limited set of circumstances (e.g. if we are compelled by a subpoena, or if you've given us permission to do so).
- **We safeguard respondents' email addresses.** To make it easier for you to invite people to take your surveys via email, you may upload lists of email addresses, in which case SurveyMonkey acts as a mere custodian of that data. We don't sell these email addresses and we use them only as directed by you and in accordance with this policy. The same goes for any email addresses collected by your surveys.
- **We hold your data securely.** Read our Security Statement for more information.
- **Survey data is stored on servers located in the United States.** More information about this is available if you are located in Canada or Europe. SurveyMonkey will process your survey data on your behalf and under your instructions (including the ones agreed to in this privacy policy).

### IF YOU ANSWER SURVEYS:

- **Surveys are administered by survey creators.** Survey creators conduct tens of thousands of surveys each day using our services. We host the surveys on our websites and collect the responses that you submit to the survey creator. If you have any questions about a survey you are taking, please contact the survey creator directly as SurveyMonkey is not responsible for the content of that survey or your responses to it. The survey creator is usually the same person that invited you to take the survey and sometimes they have their own privacy policy.
- **Are your responses anonymous?** This depends on how the survey creator has configured the survey. Contact them to find out, or click here to read more about respondent anonymity.
- **We don't sell your responses to third parties.** SurveyMonkey doesn't sell or share your survey responses with third party advertisers or marketers (although the survey creator might, so check with them). SurveyMonkey merely acts as a custodian on behalf of the survey creator who controls your data, except as further described in this privacy policy with regard to public surveys.
- If you think a survey violates our Terms of Use or may be engaging in illegal activity, click here to report it.

## Survey Creators & Survey Respondents

SurveyMonkey is used by **survey creators** (people who create and conduct surveys online) and **survey respondents** (people who answer those surveys). The information we receive from survey creators and survey respondents and how we handle it differs, so we have split this privacy policy into two parts. Click on the one that applies to you:

[Privacy for Survey Creators](#)

[Privacy for Survey Respondents](#)

### PRIVACY FOR SURVEY CREATORS

#### 1. What information does SurveyMonkey collect?

When you use SurveyMonkey, we collect information relating to you and your use of our services from a variety of sources. These are listed below. The sections afterward describe what we do with this information.

##### Information we collect directly from you

- **Registration information.** You need a SurveyMonkey account before you can create surveys on SurveyMonkey. When you register for an account, we collect your username, password and email address. If you choose to register by using a third party account (such as your Google or Facebook account), please see "Information from third parties" below.
- **Billing information.** If you make a payment to SurveyMonkey, we require you to provide your billing details, such as a name, address, email address and financial information corresponding to your selected method of payment (e.g. a credit card number and expiration date or a bank account number). If you provide a billing address, we will regard that as the location of the account holder.
- **Account settings.** You can set various preferences and personal details on pages like your account settings page. For example, your default language, time zone and communication preferences (e.g. opting in or out of receiving marketing emails from SurveyMonkey).
- **Address book information.** We allow you to import email addresses into an Address Book and associate email addresses with email invitation collectors so you can easily invite people to take your surveys via email. We don't use these email addresses for our own purposes or email them except at your direction.
- **Survey data.** We store your survey data (questions and responses) for you.

- **Other data you intentionally share.** We may collect your personal information or data if you submit it to us in other contexts. For example, if you provide us with profile information, a testimonial, or participate in a SurveyMonkey contest.
- ★ **We don't share or abuse your respondents' email addresses.** Rest assured, SurveyMonkey will not email your survey respondents or people in your Address Book except at your direction. We definitely don't sell those email addresses to any third parties.

#### Information we collect about you indirectly or passively when you interact with us

- **Usage data.** We collect usage data about you whenever you interact with our services. This may include which webpages you visit, what you click on, when you performed those actions, and so on. Additionally, like most websites today, our web servers keep log files that record data each time a device accesses those servers. The log files contain data about the nature of each access, including originating IP addresses.
- **Device data.** We collect data from the device and application you use to access our services, such as your IP address and browser type. We may also infer your geographic location based on your IP address.
- **Referral data.** If you arrive at a SurveyMonkey website from an external source (such as a link on another website or in an email), we record information about the source that referred you to us.
- **Information from third parties.** We may collect your personal information or data from third parties if you give permission to those third parties to share your information with us. For example, you have the option of registering and signing into SurveyMonkey with your Facebook account details. If you do this, the authentication of your logon details is handled by Facebook and we only collect information about your Facebook account that you expressly agree to share with us at the time you give permission for your SurveyMonkey account to be linked to your Facebook account.
- **Information from page tags.** We use third party tracking services that employ cookies and page tags (also known as web beacons) to collect aggregated and anonymized data about visitors to our websites. This data includes usage and user statistics.

## 2. How does SurveyMonkey use the information we collect?

- ★ **We treat your survey questions and responses as information that is private to you.** We know that, in many cases, you want to keep your survey questions and responses (which we collectively refer to as "survey data") private. Unless you decide to share your survey questions and/or responses with the public (such as by making the survey questions and responses available via a [public link](#)), we do not use your survey data other than as described in this privacy policy or unless we have your express consent. We do not sell your survey data to third parties without your permission.

Generally, we use the information we collect from you in connection with providing our services to you and, on your behalf, to your survey respondents. For example, specific ways we use this information are listed below. (See the next section of this privacy policy to see who we share your information with.) However, this privacy policy is not intended to restrict our use of survey questions or responses that you have chosen to make available online through a [public link](#).

- **To provide you with our services.**
  - This includes providing you with customer support, which requires us to access your information to assist you (such as with survey design and creation or technical troubleshooting).
  - ★ Certain features of our services use the content of your survey questions and responses and your account information in additional ways. Feature descriptions will clearly identify where this is the case. You can avoid the use of your survey data in this way by simply choosing not to use such features. For example, by using our Question Bank feature, to add questions to your surveys, you also permit us to aggregate the responses you receive to those questions with responses received by other Question Bank users who have used the



same questions. We may then report statistics about the aggregated (and de-identified) data sent to you and other survey creators.

- If you choose to link your SurveyMonkey account to a third party account (such as your Google or Facebook account), we may use the information you allow us to collect from those third parties to provide you with additional features, services, and personalized content.
- **To manage our services.** We internally use your information, including certain survey data, for the following limited purposes:
  - **★To monitor, maintain, and improve our services and features.** We internally perform statistical and other analysis on information we collect (including usage data, device data, referral data, question and response data and information from page tags) to analyze and measure user behavior and trends, to understand how people use our services, and to monitor, troubleshoot and improve our services, including to help us evaluate or devise new features. We may use your information for internal purposes designed to keep our services secure and operational, such as for troubleshooting and testing purposes, and for service improvement, marketing, research and development purposes.
  - **To enforce our Terms of Use.**
  - **To prevent potentially illegal activities.**
  - **To screen for and prevent undesirable or abusive activity.** For example, we have automated systems that screen content for phishing activities, spam, and fraud.
- **★To create new services, features or content.** We may use your survey data and survey metadata (that is, data about the characteristics of a survey) for our internal purposes to create and provide new services, features or content. In relation to survey metadata, we may look at statistics like response rates, question and answer word counts, and the average number of questions in a survey and publish interesting observations about these for informational or marketing purposes. When we do this, neither individual survey creators nor survey respondents will be identified or identifiable unless we have obtained their permission.
- **To facilitate account creation and the logon process.** If you choose to link your SurveyMonkey account to a third party account (such as your Google or Facebook account), we use the information you allowed us to collect from those third parties to facilitate the account creation and login process. For more information, [click here](#).
- **To contact you about your service or account.** We occasionally send you communications of a transactional nature (e.g. service-related announcements, billing-related matters, changes to our services or policies, a welcome email when you first register). You can't opt out of these communications since they are required to provide our services to you.
- **To contact you for marketing purposes.** We will only do this if you have consented to our contacting you for this purpose. For example, during the account registration process we will ask for your permission to use your information to contact you for promotional purposes. You may opt out of these communications at any time by clicking on the "unsubscribe" link in them, or changing the relevant setting on your My Account page.
- **To respond to legal requests and prevent harm.** If we receive a subpoena or other legal request, we may need to inspect the data we hold to determine how to respond.

### 3. With whom do we share or disclose your information?

- ★ **We don't sell your survey data, unless you expressly permit us to!**
- ★ **When might we disclose your survey data to third parties?** Only for a limited number of reasons. We share your information with our service providers who help us to provide our services to you. We contractually bind these service providers to keep your information confidential and to use it only for the purpose of providing their services. For example, we use payment processors who help us to process credit card transactions. By using our services, you authorize SurveyMonkey to sub-contract in this manner on your behalf.

In rare circumstances, we may share information if required by law, or in a corporate restructuring or acquisition context (see below for more details).

- ★ **Sharing your surveys with the public.** By default, your surveys are private. You are able to control who can take your survey by changing your collector settings. For example, surveys can be made completely public (and indexable by search engines), password protected, or distributed to a restricted list of people. You can also choose to share your survey responses instantly or at a public location.

We recognize that you have entrusted us with safeguarding the privacy of your information. Because that trust is very important to us, the only time we will disclose or share your personal information or survey data with a third party is when we have done one of three things, in accordance with applicable law: (a) given you notice, such as in this privacy policy; (b) obtained your express consent, such as through an opt-in checkbox; or (c) de-identified or aggregated the information so that individuals or other entities cannot reasonably be identified by it. Where required by law, we will obtain your express consent prior to disclosing or sharing any personal information.

We may disclose:

- **Your information to our service providers.** We use service providers who help us to provide you with our services. We give relevant persons working for some of these providers access to your information, but only to the extent necessary for them to perform their services for us. We also implement reasonable contractual and technical protections to ensure the confidentiality of your personal information and data is maintained, used only for the provision of their services to us, and handled in accordance with this privacy policy. Examples of service providers include payment processors, hosting services, email service providers, and web traffic analytics tools.
- **Your account details to your billing contact.** If your details (as the account holder) are different to the billing contact listed for your account, we may disclose your identity and account details to the billing contact upon their request (we also will usually attempt to notify you of such requests). By using our services and agreeing to this privacy policy, you consent to this disclosure.
- **Your email address to your organization.** If the email address under which you've registered your account belongs to or is controlled by an organization, we may disclose that email address to that organization in order to help it understand who associated with that organization uses SurveyMonkey, and to assist the organization with its enterprise accounts. (Please do not use a work email address for our services unless you are authorized to do so, and are therefore comfortable with this disclosure.)
- **Aggregated or de-identified information to third parties to improve or promote our services.** No individuals can reasonably be identified or linked to any part of the information we share with third parties to improve or promote our services.
- **The presence of a cookie to advertise our services.** We may ask advertising networks and exchanges to display ads promoting our services on other websites. We may ask them to deliver those ads based on the presence of a cookie, but in doing so will not share any other personal information with the advertiser. Our advertising network partners may use cookies and page tags or web beacons to collect certain non-personal information about your activities on this and other websites to provide you with targeted advertising based upon your interests. If you do not wish to have this information used for the purpose of serving you such targeted ads, you may opt-out at <http://preferences-mgr.truste.com/>. You will continue to receive generic ads.
- **Your information if required or permitted by law.** We may disclose your information as required or permitted by law, or when we believe that disclosure is necessary to protect our rights, and/or to comply with a judicial proceeding, court order, subpoena, or other legal process served on us.
- **Your information if there's a change in business ownership or structure.** If ownership of all or substantially all of our business changes, or we undertake a corporate reorganization (including a merger or consolidation) or any other action or transfer between SurveyMonkey entities, you expressly consent to SurveyMonkey transferring your information to the new owner or successor entity so that we can continue providing our services. If required, SurveyMonkey will notify the applicable data protection agency in each jurisdiction of such a transfer in accordance with the notification procedures under applicable data protection laws.
- **Information you expressly consent to be shared.** For example, we may expressly request your permission to provide your contact details to third parties for various purposes, including to allow those third

parties to contact you for marketing purposes. (You may later revoke your permission, but if you wish to stop receiving communications from a third party to which we provided your information with your permission, you will need to contact that third party directly.)

#### 4. What are your rights to your information?

You can:

- **Update your account details.** You can update your registration and other account information on your My Account page. Information is updated immediately.
- **Access and correct your personal information.** You may access and correct the personal information that SurveyMonkey holds about you. This right may be exercised by visiting your My Account page or by contacting [customer support](#). This right is subject to some exceptions, such as where giving you access would have an unreasonable impact on the privacy of other individuals. We will respond to your request for access or correction within a reasonable time and, where reasonable and practicable to do so, we will provide access to your personal information in the manner requested by you.
- **Download/backup your survey data.** Depending on what subscription plan you have, we provide you with the ability to export, share and publish your survey data in a variety of formats. This allows you to create your own backups or conduct offline data analysis. See here for downloading instructions.
- **Delete your survey data.** Deleting survey data in the ways described on this page will not permanently delete survey data immediately. As long as you maintain an account with us, we retain your deleted data in case you delete something by accident and need to restore it (which you can request by contacting customer support). To the extent permitted by law, we will permanently delete your data if you request to cancel your account. However, if your data was previously made available to the public through a public link, additional copies of your data may remain available on the Internet even after your account has been deleted.
- **Cancel your account.** To cancel and delete your account, please contact customer support. Deleting your account will cause all the survey data in the account to be permanently deleted from our systems within a reasonable time period, as permitted by law, and will disable your access to any other services that require a SurveyMonkey account. We will respond to any such request, and any appropriate request to access, correct, update or delete your personal information within the time period specified by law (if applicable) or without excessive delay. We will promptly fulfill requests to delete personal data unless the request is not technically feasible or such data is required to be retained by law (in which case we will block access to such data, if required by law).
- ★ **For how long do we retain your data?** We generally retain your data for as long as you have an account with us, or to comply with our legal obligations, resolve disputes, or enforce our agreements. Data that is deleted from our servers may remain as residual copies on offsite backup media for up to approximately 12 months afterward. We describe our retention practices in more detail in this FAQ

#### 5. Security, cookies and other important information

- ★ **Changes to this privacy policy.** We may modify this privacy policy at any time, but if we do so, we will notify you by publishing the changes on this website. If we determine the changes are material, we will provide you with additional, prominent notice as is appropriate under the circumstances, such as via email or in another conspicuous manner reasonably designed to notify you.

If, after being informed of these changes, you do not cancel your subscription and continue to use our services beyond the advance-notice period, you will be considered as having expressly consented to the changes in our privacy policy. If you disagree with the terms of this privacy policy or any updated privacy policy, you may close your account at any time.

- **Security.** Details about SurveyMonkey's security practices are available in our Security Statement. We are committed to handling your personal information and data with integrity and care. However, regardless of the security protections and precautions we undertake, there is always a risk that your personal data may be viewed and used by unauthorized third parties as a result of collecting and transmitting your data through the internet.
- **Data locations.** Our servers are based in the United States, so your personal information will be hosted and processed by us in the United States. Your personal information may also be processed in, or transferred or disclosed to, countries in which SurveyMonkey subsidiaries and offices are located and in which our service providers are located or have servers. You can view where our offices are located on the [Office Locations](#) page.
- **Cookies.** We use cookies on our websites. Cookies are small bits of data we store on the device you use to access our services so we can recognize repeat users. Each cookie expires after a certain period of time, depending on what we use it for. We use cookies for several reasons:
  - **To make our site easier to use.** If you use the "Remember me" feature when you sign into your account, we may store your username in a cookie to make it quicker for you to sign in whenever you return to SurveyMonkey.
  - **For security reasons.** We use cookies to authenticate your identity, such as confirming whether you are currently logged into SurveyMonkey.
  - **To provide you with personalized content.** We may store user preferences, such as your default language, in cookies to personalize the content you see. We also use cookies to ensure that users can't retake certain surveys that they have already completed.
  - **To improve our services.** We use cookies to measure your usage of our websites and track referral data, as well as to occasionally display different versions of content to you. This information helps us to develop and improve our services and optimize the content we display to users.
  - **To advertise to you.** We, or our service providers and other third parties we work with, may place cookies when you visit our website and other websites or when you open emails that we send you, in order to provide you with more tailored marketing content (about our services or other services), and to evaluate whether this content is useful or effective. For instance, we may evaluate which ads are clicked on most often, and whether those clicks lead users to make better use of our tools, features and services. If you don't want to receive ads that are tailored to you based on your anonymous online activity, you may "opt out" of many of the companies that are involved in such tailoring by going to <http://www.aboutads.info>. Opting out in this way does not mean you will not receive any ads; it just means that you will not receive ads from such companies that have been tailored to you based on your activities and inferred preferences.
  - **Google Analytics.** In addition to the above, we have implemented on our websites and other services certain Google Analytics features that support Display Advertising, including re-targeting. Visitors to our websites may opt out of certain types of Google Analytics tracking, customize the Google Display Network ads by using the [Google Ad Preferences Manager](#) and learn more about how Google serves ads by viewing its [Customer Ads Help Center](#). If you do not wish to participate in Google Analytics, you may also download the [Google Analytics opt-out browser add-on](#).

Click here for more details about our cookies. We don't believe cookies are sinister, but you can still choose to remove or disable cookies via your browser. Refer to your web browser's configuration documentation to learn how to do this. Please note that doing this may adversely impact your ability to use our services. Enabling cookies ensures a smoother experience when using our websites. By using our websites and agreeing to this privacy policy, you expressly consent to the use of cookies as described in this policy.

- **Blogs and Forums.** Our website offers publicly accessible blogs and community forums. You should be aware that any information you provide in these areas may be read, collected, and used by others who access them. We're not responsible for any personal information you choose to submit in these areas of our site. To request removal of your personal information from our blog or community forum, contact [customer support](#). In some cases, we may not be able to fulfill your request and we will let you know why.

- **Online Tracking.** We currently do not process or comply with any web browser's "do not track" signal or other similar mechanism that indicates a request to disable online tracking of individual users who visit our websites or use our services (unless otherwise stated in a service-specific privacy statement).
- **Safety of Children and COPPA.** Our services are not intended for and may not permissibly be used by individuals under the age of 13. SurveyMonkey does not knowingly collect personal data from persons under 13 or allow them to register. If it comes to our attention that we have collected personal data from such a person, we may delete this information without notice. If you have reason to believe that this has occurred, please contact [customer support](#).
- **English version controls.** Non-English translations of this privacy policy are provided for convenience. In the event of any ambiguity or conflict between translations, the English version is authoritative.

## 6. Additional information for European Union users

SurveyMonkey provides some of its services to users in the EU through SurveyMonkey Europe Sarl, located at 6, rue Jean Monnet, L-2180 Luxembourg.

- **"Personal data".** For users located in the EU, references to "personal information" in this policy are equivalent to what is commonly referred to as "personal data" in the EU.
- **About IP addresses.** Our servers record the incoming IP addresses of visitors to our websites (whether or not the visitor has a SurveyMonkey account) and store the IP addresses in log files. We use these log files for purposes such as system administration and maintenance, record keeping, tracking referring web sites, inferring your location, and security purposes (e.g. controlling abuse, spam and DDOS attacks). We also store IP addresses along with certain actions you take on our system. IP addresses are only linked to survey responses if a survey creator has configured a survey to collect IP addresses. By agreeing to this privacy policy, you expressly consent to SurveyMonkey using your IP address for the foregoing purposes. If you wish to opt out from the foregoing consent to use your IP address, you must cancel your account (if you have one) or not respond to a survey if requested to do so.
- **Data controller.** SurveyMonkey Europe Sarl, whose contact information is listed above, is the data controller for registration, billing and other account information that we collect from users in the EU. However, the data controller for survey data is the survey creator. The survey creator determines how their survey questions and responses are used and disclosed. SurveyMonkey only processes such survey data in accordance with the instructions and permissions (including those given under this privacy policy) selected by the survey creator when they create and administer their survey.
- **Accessing and correcting your personal data.** You have the right to access and correct the personal information that SurveyMonkey holds about you. This right may be exercised by visiting your account's My Account page or by contacting [customer support](#).
- **Your responsibilities.** By using our services, you agree to comply with applicable data protection requirements when collecting and using your survey data, such as requirements to inform respondents about the specific uses and disclosures of their data.

### ★Consents

**By clicking "I Agree" or any other button indicating your acceptance of this privacy policy, you expressly consent to the following:**

- You consent to the collection, use, disclosure and processing of your personal data in the manner described in this privacy policy, including our procedures relating to **cookies, IP addresses and log files**.
- Our servers are based in the United States, so your personal data will be primarily processed by us in the United States. You consent to the transfer and processing of your personal data in the United States by SurveyMonkey Inc. and in the data locations identified in Section 5 by our various affiliates and service providers.
- You consent and agree that we may transfer your data to data processors located in countries, including the United States, which do not have data protection laws that provide the same level of protection that exists in

countries in the European Economic Area. Your consent is voluntary, and you may revoke your consent by opting out at any time. Please note that if you opt-out, we may no longer be able to provide you our services.

- You consent to us sharing your personal data with relevant persons working for service providers who assist us to provide our services.
- If you have enabled cookies on your web browser, you consent to our use of cookies as described in this privacy policy.

## 7. Additional information for Canadian users

- Please read this article for information about the U.S. Patriot Act and how it affects the personal information of Canadian users.

## 8. Additional information for Japanese users

- You agree that you are responsible for notifying the respondents of surveys that you create using our services about how SurveyMonkey may use the respondents' survey responses and personal data as described in this privacy policy and obtaining prior consent from respondents to disclose their personal data to SurveyMonkey.

## 9. Additional information for Brazilian users

- The personal information collected, stored, used and/or processed by SurveyMonkey, as described in this privacy policy, are collected, stored, used and/or processed in accordance with Brazilian Law No. 12,965/2014. By clicking "I Agree" or any other button indicating your acceptance of this privacy policy, you expressly consent to the collection, use, storage and processing of your personal information by SurveyMonkey as described.

## 10. Additional information for Australian users

- If you are dissatisfied with our handling of your complaint or do not agree with the resolution proposed by us, you may make a complaint to the Office of the Australian Information Commissioner (OAIC) by contacting the OAIC using the methods listed on their website at <http://www.oaic.gov.au>. Alternatively, you may request that we pass on the details of your complaint to the OAIC directly.

## PRIVACY FOR SURVEY RESPONDENTS

### 1. What information does SurveyMonkey collect?

When you respond to surveys hosted by SurveyMonkey, we collect, on behalf and upon instructions (including the ones provided in this privacy policy) of survey creators, information relating to you and your use of our services from a variety of sources. These are listed below. The sections afterward describe what we do with this information.

#### Information we collect directly from you

- **Survey responses.** We collect and store the survey responses that you submit. The survey creator is responsible for this data and manages it. A survey may ask you to provide personal information or data. If you have any questions about a survey you are taking, please contact the survey creator directly as SurveyMonkey is not responsible for the content of that survey. The survey creator is usually the same person that invited you to take the survey and sometimes they have their own privacy policy.
- ★ **Are your survey responses anonymous?** You will need to ask the survey creator this as it depends on how they have chosen to configure their survey. We provide instructions on how a survey creator can

ensure they collect responses anonymously. However, even if a survey creator has followed those steps, specific questions in the survey may still ask you for your personal information or data that could be used to identify you.

#### Information we collect about you from other sources

- **Usage data.** We collect usage data about you whenever you interact with our services. This may include which webpages you visit, what you click on, when you performed those actions, and so on. Additionally, as with most websites today, our web servers keep log files that record data each time a device accesses those servers. The log files contain data about the nature of each access, including originating IP addresses. Note that we do not link this usage data to your survey responses.
  - **Device data.** We collect data from the device and application you use to access our services, such as your IP address and browser type. We may also infer your geographic location based on your IP address. Your IP address will be linked to your survey responses unless a survey creator has disabled IP address collection for the survey you respond to.
  - **Referral data.** We record information about the source that referred you to a survey (e.g. a link on a website or in an email).
  - **Information from page tags.** We use third party tracking services that employ cookies and page tags (also known as web beacons) to collect aggregated and anonymized data about visitors to our websites. This data includes usage and user statistics.
  - **Your email address.** If a survey creator uses an email invitation collector to send you a survey invitation email, we collect your email address when the survey creator provides it to us. We don't use this to send you email except at the direction of a survey creator. The emails we send on behalf of a survey creator appear to come from that survey creator's email address.
- ★ **Providing survey responses is voluntary.** Remember, you can always choose not to provide an answer to any given survey question (especially those requesting your personal information or data). However, sometimes this will prevent you from completing a survey if the survey creator has marked that question as requiring an answer.

## 2. How does SurveyMonkey use the information we collect?

- ★ **Your survey responses are owned and managed by the survey creator, and we treat that information as private to the survey creator, except if the survey creator has made the questions and responses available via a public link.** Please contact the survey creator directly to understand how they will use your survey responses. Some survey creators may provide you with a privacy policy or notice at the time you take their survey and we encourage you to review that to understand how the survey creator will handle your responses.
- ★ **Please see the Survey Creator version of this privacy policy to understand how SurveyMonkey handles survey responses.** SurveyMonkey does not sell survey responses to third parties without the survey creator's permission and we do not use any contact details collected in our customers' surveys to contact survey respondents.

We also use the information we collect from you (including usage data, device data, referral data and information from page tags) to manage and improve our services, for research purposes, and for the various purposes described in the Survey Creator version of this privacy policy.

## 3. With whom do we share or disclose your information?

- ★ **SurveyMonkey does not sell your survey responses unless you expressly permit us to!**

We disclose:

- **Your survey responses to survey creators.** We host surveys for survey creators, but they are really the primary curator of survey data. Anything you expressly disclose in your survey responses will, naturally, be provided to them. Please contact the survey creator directly to understand how they might share your survey responses. Please see the Survey Creator version of this privacy policy to understand what SurveyMonkey tells survey creators about how we handle survey responses, and to whom SurveyMonkey may disclose survey responses.

#### 4. What are your rights to your information?

- **Contact the survey creator to access and correct your responses and personal information.** Because we collect survey responses on behalf of survey creators, you will need to contact the survey creator if you have any questions about the survey, or if you want to access, update, or delete anything in your responses. We provide survey creators with tools to maintain the responses they collect through their surveys. You may request access to and correction of the personal information we hold about you by contacting [customer support](#), but in most cases SurveyMonkey cannot provide you with this access since survey responses are the survey creator's private information and giving you access may have an unreasonable impact on the privacy of other individuals. We will respond to your request for access or correction within a reasonable time and, where reasonable and practicable to do so, we will provide access to your personal information in the manner requested by you.
- **Opt out of receiving surveys.** You may opt out of receiving email invitations to take surveys which are sent by survey creators via SurveyMonkey.

#### 5. Security, cookies and other important information

- ★ **Changes to this privacy policy.** We may modify this privacy policy at any time, but if we do so, we will notify you by publishing the changes on this website. If we determine the changes are material, we will provide you with additional, prominent notice as is appropriate under the circumstances, such as via email or in another conspicuous manner reasonably designed to notify you.

If, after being informed of the changes, you continue to use our services beyond the advance-notice period, you will be considered as having expressly consented to the changes in our privacy policy. If you disagree with the terms of this privacy policy or any updated privacy policy, you may close your account (if you have one) at any time or not respond to a survey.

- **Security.** Details about SurveyMonkey's security practices are available in our Security Statement. We are committed to handling your personal information and data with integrity and care. However, regardless of the security protections and precautions we undertake, there is always a risk that your personal data may be viewed and used by unauthorized third parties as a result of collecting and transmitting your data through the internet.
- **Data locations.** Our servers are based in the United States, so your personal information will be hosted and processed by us in the United States. Your personal information may also be processed in, or transferred or disclosed to, countries in which SurveyMonkey subsidiaries and offices are located and in which our service providers are located or have services. You can view where our offices are located on the [Office Locations](#) page.
- **Cookies.** We use cookies on our websites. Cookies are small bits of data we store on the device you use to access our services so we can recognize repeat users. Each cookie expires after a certain period of time, depending on what we use it for. We use cookies for several reasons:
  - **To make our site easier to use.** If you use the "Remember me" feature when you sign into your account, we may store your username in a cookie to make it quicker for you to sign in whenever you return to SurveyMonkey.



- **For security reasons.** We use cookies to authenticate your identity, such as confirming whether you are currently logged into SurveyMonkey.
- **To provide you with personalized content.** We may store user preferences, such as your default language, in cookies to personalize the content you see. We also use cookies to ensure that users can't retake certain surveys that they have already completed.
- **To improve our services.** We use cookies to measure your usage of our websites and track referral data, as well as to occasionally display different versions of content to you. This information helps us to develop and improve our services and optimize the content we display to users.
- **Google Analytics.** In addition to the above, we have implemented on our websites and other services certain Google Analytics features that support Display Advertising, including re-targeting. Visitors to our websites may opt out of certain types of Google Analytics tracking, customize the Google Display Network ads by using the [Google Ad Preferences Manager](#) and learn more about how Google serves ads by viewing its [Customer Ads Help Center](#). If you do not wish to participate in Google Analytics, you may also download the [Google Analytics opt-out browser add-on](#).

Click here for more details about our cookies. We don't believe cookies are sinister, but you can still choose to remove or disable cookies via your browser. Refer to your web browser's configuration documentation to learn how to do this. Please note that doing this may adversely impact your ability to use our services. Enabling cookies ensures a smoother experience when using our websites. By using our websites and agreeing to this privacy policy, you expressly consent to the use of cookies as described in this policy.

- **Blogs and Forums.** Our website offers publicly accessible blogs and community forums. You should be aware that any information you provide in these areas may be read, collected, and used by others who access them. We're not responsible for any personal information you choose to submit in these areas of our site. To request removal of your personal information from our blog or community forum, contact [customer support](#). In some cases, we may not be able to fulfill your request and we will let you know why.
- **Social Media Features.** Our websites may include social media features or widgets, such as the Facebook Like button. Use of these features may allow them to collect your IP address, detect which page you are visiting on our site, and set a cookie to enable the feature to function properly. Your interactions with these features are governed by the privacy policy of the third party providing it.
- **Online Tracking.** We currently do not process or comply with any web browser's "do not track" signal or other similar mechanism that indicates a request to disable online tracking of individual users who visit our websites or use our services (unless otherwise stated in a service-specific privacy statement).
- **Safety of Minors and COPPA.** Our services are not intended for and may not be used by minors. "Minors" are individuals under the age of majority in their place of residence (or under 13 in the United States). SurveyMonkey does not knowingly collect personal data from minors or allow them to register. If it comes to our attention that we have collected personal data from a minor, we may delete this information without notice. If you have reason to believe that this has occurred, please contact [customer support](#).
- **English version controls.** Non-English translations of this privacy policy are provided for convenience. In the event of any ambiguity or conflict between translations, the English version is authoritative.

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- **About IP addresses.** Our servers record the incoming IP addresses of visitors to our websites (whether or not the visitor has a SurveyMonkey account) and store the IP addresses in log files. We use these log files for purposes such as system administration and maintenance, record keeping, tracking referring web sites, inferring your location, and security purposes (e.g. controlling abuse, spam and DDOS attacks). We also store IP addresses along with certain actions you take on our system. IP addresses are only linked to survey

responses if a survey creator has configured a survey to collect IP addresses. By agreeing to this privacy policy, you expressly consent to SurveyMonkey using your IP address for the foregoing purposes. If you wish to opt out from the foregoing consent to use your IP address, you must cancel your account (if you have one) or not respond to a survey if requested to do so.

- **Data controller.** SurveyMonkey Europe Sarl, whose contact information is listed above, is the data controller for registration, billing and other account information that we collect from users in the EU. However, the data controller for survey data is the survey creator. The survey creator determines how their survey questions and responses are used and disclosed. SurveyMonkey only processes such survey data in accordance with the instructions and permissions (including those given under this privacy policy) selected by the survey creator when they create and administer their survey.
- **Accessing and correcting your personal data.** You have the right to access and correct the personal information that SurveyMonkey holds about you. This right may be exercised by contacting [customer support](#).

★ **Consents**

**By clicking "I Agree" or any other button indicating your acceptance of this privacy policy, you expressly consent to the following:**

- You consent to the collection, use, disclosure and processing of your personal data in the manner described in this privacy policy, including our procedures relating to **cookies, IP addresses and log files**.
- Our servers are based in the United States, so your personal data will be primarily processed by us in the United States. You consent to the transfer and processing of your personal data in the United States by SurveyMonkey Inc. and in the data locations identified in Section 5 by our various affiliates and service providers.
- You consent and agree that we may transfer your data to data processors located in countries, including the United States, which do not have data protection laws that provide the same level of protection that exists in countries in the European Economic Area. Your consent is voluntary, and you may revoke your consent by opting out at any time. Please note that if you opt-out, we may no longer be able to provide you our services.
- You consent to us sharing your personal data with relevant persons working for service providers who assist us to provide our services.
- If you have enabled cookies on your web browser, you consent to our use of cookies as described in this privacy policy.

## **7. Additional information for Canadian users**

- Please read this article for information about the U.S. Patriot Act and how it affects the personal information of Canadian users.

## **8. Additional information for Japanese users**

- You agree that you are responsible for notifying the respondents of surveys that you create using our services about how SurveyMonkey may use the respondents' survey responses and personal data as described in this privacy policy and obtaining prior consent from respondents to disclose their personal data to SurveyMonkey.

## **9. Additional information for Brazilian users**

- The personal information collected, stored, used and/or processed by SurveyMonkey, as described in this privacy policy, are collected, stored, used and/or processed in accordance with Brazilian Law No. 12,965/2014. By clicking "I Agree" or any other button indicating your acceptance of this privacy policy, you

expressly consent to the collection, use, storage and processing of your personal information by SurveyMonkey as described.

## 10. Additional information for Australian users

- The personal information collected by us on behalf of a survey creator may include sensitive information. We will only use sensitive information for the purpose of storing and processing it on behalf of the survey creator. Sensitive information is defined in the *Privacy Act 1988* (Cth) and includes information about you such as racial or ethnic origin, religious beliefs, political affiliation, sexual preferences and criminal records, as well as health and genetic information about you.
- If you are dissatisfied with our handling of your complaint or do not agree with the resolution proposed by us, you may make a complaint to the Office of the Australian Information Commissioner (OAIC) by contacting the OAIC using the methods listed on their website at <http://www.oaic.gov.au>. Alternatively, you may request that we pass on the details of your complaint to the OAIC directly.

## Schedule D Security Statement

### Application and User Security

- **SSL/TLS Encryption:** Users can determine whether to collect survey responses over secured, encrypted SSL/TLS connections. All other communications with the surveymonkey.com website are sent over SSL/TLS connections. Secure Sockets Layer (SSL) and Transport Layer Security (TLS) technology (the successor technology to SSL) protect communications by using both server authentication and data encryption. This ensures that user data in transit is safe, secure, and available only to intended recipients.
- **User Authentication:** User data on our database is logically segregated by account-based access rules. User accounts have unique usernames and passwords that must be entered each time a user logs on. SurveyMonkey issues a session cookie only to record encrypted authentication information for the duration of a specific session. The session cookie does not include the password of the user.
- **User Passwords:** User application passwords have minimum complexity requirements. Passwords are individually salted and hashed.
- **Data Encryption:** Certain sensitive user data, such as credit card details and account passwords, is stored in encrypted format.
- **Data Portability:** SurveyMonkey enables you to export your data from our system in a variety of formats so that you can back it up, or use it with other applications.

### Physical Security

- **Data Centers:** Our information systems infrastructure (servers, networking equipment, etc.) is collocated at third party SSAE 16/SOC 2 audited data centers. We own and manage all of our equipment located in those data centers.
- **Data Center Security:** Our data centers are staffed and surveilled 24/7. Access is secured by security guards, visitors logs, and entry requirements such as passcards and biometric recognition. Our equipment is kept in locked cages.
- **Environmental Controls:** Our data center is maintained at controlled temperatures and humidity ranges which are continuously monitored for variations. Smoke and fire detection and response systems are in place.

### Availability

- **Connectivity:** Fully redundant IP network connections with multiple independent connections to a range of Tier 1 Internet access providers.
- **Power:** Servers have redundant internal and external power supplies. Data center has backup power supplies, and is able to draw power from the multiple substations on the grid, several diesel generators, and backup batteries.
- **Uptime:** Continuous uptime monitoring, with immediate escalation to SurveyMonkey staff for any downtime.
- **Failover:** Our database is log-shipped to standby servers and can failover in less than an hour.

### Network Security

- **Uptime:** Continuous uptime monitoring, with immediate escalation to SurveyMonkey staff for any downtime.

- **Third Party Scans:** Weekly security scans are performed by Qualys.
- **Testing:** System functionality and design changes are verified in an isolated test "sandbox" environment and subject to functional and security testing prior to deployment to active production systems.
- **Firewall:** Firewall restricts access to all ports except 80 (http) and 443 (https).
- **Patching:** Latest security patches are applied to all operating system and application files to mitigate newly discovered vulnerabilities.
- **Access Control:** Secure VPN, multifactor authentication, and role-based access is enforced for systems management by authorized engineering staff.
- **Logging and Auditing:** Central logging systems capture and archive internal systems access including any failed authentication attempts.

### Storage Security

- **Backup Frequency:** Backups occur hourly internally, and daily to a centralized backup system for storage in multiple geographically disparate sites.
- **Production Redundancy:** Data stored on a RAID 10 array. O/S stored on a RAID 1 array.

### Organizational & Administrative Security

- **Employee Screening:** We perform background screening on all employees.
- **Training:** We provide security and technology use training for employees.
- **Service Providers:** We screen our service providers and bind them under contract to appropriate confidentiality obligations if they deal with any user data.
- **Access:** Access controls to sensitive data in our databases, systems and environments are set on a need-to-know basis.
- **Audit Logging:** We maintain and monitor audit logs on our services and systems (our logging systems generate gigabytes of log files each day).
- **Disaster Recovery Planning:** SurveyMonkey maintains geographically dispersed infrastructure that is designed to offer redundancy and failover systems in the event of disaster to ensure continuity of service. Databases that contain Customer Data are tested annually to verify that they will failover as designed. We maintain a response team that is responsible for investigating incidents/events and following our incident response plan or disaster recovery plan as appropriate.
- **Information Security Policies:** We maintain internal information security policies, including incident response plans, and regularly review and update them.

### Software Development Practices

- **Coding Practices:** Our engineers use best practices and industry-standard secure coding guidelines to ensure secure coding.



**Exhibit A**  
**Enterprise**  
**Sales Quote**

Enterprise Agreement to  
which this form relates:

Sales Quote ID: 001

EA ID: UC-20141015

This Enterprise Sales Quote ("Quote") is entered into as of the Effective Date between the Customer identified below and SurveyMonkey which, together with the Customer, is a party to the Enterprise Agreement identified above ("EA"). This document is a Sales Document. Capitalized but otherwise undefined terms in this Quote have the meanings given to them in the EA.

**Customer Details**

Organization Name: **The Regents of the University of California, Los Angeles Campus**  
Group Name: **University of California, Los Angeles**

**Contact Information (Primary Admin)**

Name: UCLA Software Central  
Address: 5939 Math Science Building  
405 Hilgard Avenue  
L.A., CA 90095  
Phone: 310-206-4780  
Email: softwarecentral@ucla.edu

**Billing Information**

Contact Name: UCLA Software Central  
Address: 5939 Math Science Building  
405 Hilgard Avenue  
L.A., CA 90095  
Phone: 310-206-4780  
Email: softwarecentral@ucla.edu  
PO Number: N/A

**Order Details**

Product & Description	List Price per Account	Discount (%)	Applicable Price per Account	Quantity	Total
Enterprise Subscription	\$780	74.36%	\$200	91 accounts	\$18,200
One-time first billing cycle discount					(\$3,867)

Fees for first billing cycle: **\$14,333**

- Additional accounts ("seats") ordered mid-billing cycle are charged on a prorated basis at a rate of \$200 per account per year.
- Unless otherwise specified, currency is in United States Dollars.
- The first Enterprise subscription billing cycle is 12 months.

**Terms**

Enterprise subscriptions may be renewed for annual terms by written agreement.

**Signatures**

**CUSTOMER**  
Signed: Andrea Cooke  
Print name: Andrea Cooke  
Title: Senior Buyer  
Date signed: 10/22/14

UCLA 90 2200 PSA 156

DocuSigned by:  
**SURVEYMONKEY**  
Tim Maly  
FOA686A7381A424...  
Signed: \_\_\_\_\_  
Print name: Tim Maly  
Title: COO/CFO  
Date signed: October 22, 2014