

Medallia

MASTER AGREEMENT

This Medallia Master Agreement (the “**Agreement**”) is entered into between Medallia, Inc. (“**Medallia**”) and the legal entity identified in an ordering document (“**Order**”) or the legal entity that affirmatively indicates acceptance of this Agreement during trial registration (“**Customer**”), and is effective as of the execution of an Order or the date of Medallia accepting Customer’s trial registration (the “**Effective Date**”). Medallia provides experience management and other products (the “**Medallia Products**”). This Agreement establishes the terms and conditions for the purchase, provision, or use of Medallia Products or a related trial offering and, if applicable, professional services provided by Medallia (“**Professional Services**”).

1. ORDERS

a. General

Medallia will make the Medallia Products available to Customer as specified in the trial registration or an Order. Use of the Medallia Products is subject to usage limits set forth in Customer’s trial registration. If Customer exceeds the usage provided in a trial offering or Order, Medallia will either: (i) work with Customer to execute an Order for the excess usage; or (ii) curtail Customer’s access to the Medallia Products.

b. Trial Offerings

The scope of the trial offering is indicated in Customer’s trial registration. If Customer registers for a trial offering of Medallia Products and/or Professional Services, additional terms and conditions applicable to the trial may appear in the trial registration process. Any such additional terms are incorporated into this Agreement. Medallia reserves the right in its sole discretion to terminate or discontinue trial offerings at any time without prior notice.

2. PROVISION OF MEDALLIA PRODUCTS

Medallia will make Medallia Products available to Customer through web browsers and mobile applications. Except with regard to trial offerings: (1) Medallia’s service level agreements will be as set forth in the applicable product and services descriptions (the “**Documentation**”); and (2) Medallia will provide Customer with access to every product improvement consistent with the scope established in the Order, when and if generally available.

3. MEDALLIA PRODUCTS AND PROFESSIONAL SERVICES WARRANTY

a. Express Warranties

Medallia Products will perform in a manner consistent with the Documentation, this Agreement and Order(s) (the “**Solution Warranty**”). Professional Services will be provided in a true and workmanlike manner, consistent with this Agreement and the Order (the “**Services Warranty**”). A trial offering is provided “as is” and any warranties, including the Solution Warranty and Services Warranty, are explicitly disclaimed.

b. Remedy for Failure of the Solution Warranty

Upon receipt of written notice of a Solution Warranty breach, Medallia will provide a correction at no charge. If Medallia cannot correct the breach within forty-five days from receipt of the warranty notice, then Customer may terminate the affected Order at any time within the next thirty days and receive: (i) if the breach notice was received fewer than ninety days after the Effective Date, a refund of all subscription fees paid; or (ii) if the notice was received at any other time, a prorated refund of subscription fees from the date of the warranty notice. This is Customer’s sole and exclusive remedy for a breach of the Solution Warranty.

c. Remedy for Failure of the Professional Services Warranty

Upon receipt of written notice of a Services Warranty breach, Medallia will re-perform the Professional Services as necessary to correct the breach. If Medallia cannot correct the breach within forty-five days from receipt of the warranty notice, then Customer may terminate the affected portion of the Order at any time within the next thirty days and receive a refund of Professional Services fees paid for nonconforming or unperformed Professional Services. This is Customer’s sole and exclusive remedy for a breach of the Professional Services Warranty.

d. Disclaimer of Other Warranties

EXCEPT AS EXPRESSLY PROVIDED HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MEDALLIA PROVIDES MEDALLIA PRODUCTS AND PROFESSIONAL SERVICES “AS IS,” MAKES NO WARRANTY OF ANY KIND EXPRESS OR IMPLIED WITH REGARD TO MEDALLIA PRODUCTS OR PROFESSIONAL SERVICES, AND DISCLAIMS ALL OTHER WARRANTIES, SUCH AS: (i) WITHOUT PREJUDICE TO CUSTOMER’S RIGHT TO SERVICE CREDITS FOR A FAILURE TO MEET MEDALLIA’S UPTIME COMMITMENTS, ANY WARRANTY THAT MEDALLIA PRODUCTS AND PROFESSIONAL SERVICES WILL BE ERROR FREE OR UNINTERRUPTED; AND (ii) THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.⁴

4. USE OF MEDALLIA PRODUCTS

a. General Obligations

Other than using Medallia Products and its functionalities under an Order or trial offering,

Customer may not copy, modify, distribute, sell, or lease any part of Medallia Products or included software, or reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions. Customer may not use Medallia Products functionality to infringe upon the intellectual property rights of others, or to commit an unlawful activity.

b. Compliance Obligations

Customer will access Medallia Products only for its internal business purposes and will use industry standard practices to restrict the unauthorized use of Medallia Products credentials. If Customer delivers data to Medallia (e.g., names and contact information for consumers), Customer will be responsible for ensuring that such use is allowed under the laws, regulations, and agreements applicable to Customer. This responsibility includes for example: (i) ensuring that Customer's privacy policy allows for the delivery of such data to Medallia and its use as disclosed to Customer by Medallia; (ii) securing and maintaining any required consents; (iii) ensuring the validity of any customer contact information provided to Medallia; and (iv) timely informing Medallia of opt out requests received after delivery of the data. Customer shall not configure Medallia Products to collect bank account numbers, payment card or credit card information, bank transaction information, government identification numbers including (but not limited to) social security numbers, state identification numbers, and passport numbers, and sensitive personal information including (but not limited to) religious beliefs, health, sexual orientation, race, and union membership and Medallia will not be liable for non-compliance under laws and regulations that applies to the processing of the foregoing categories of data.

c. Third Party Services

If Customer integrates, or directs Medallia to integrate, Medallia Products with any third party service (e.g., another Customer-managed software solution) Customer acknowledges that such third party service might access or use Customer Data and Customer permits the third party service provider to access or use Customer Data. Customer is solely responsible for the use of such third party services and any data loss or other losses it may suffer as a result of using any such services. If Customer uses any third party service or uses Medallia Products to link or direct online traffic to third-party websites, Customer shall ensure that such use complies with the terms of use of those third party services.

5. OWNERSHIP AND USE RIGHTS

a. Customer Data

Customer owns all data delivered to Medallia by Customer or collected by Medallia on behalf of Customer (the "**Customer Data**"). Customer grants Medallia a non-exclusive, worldwide, limited license to the Customer Data for the purposes of: (i) providing and improving Medallia Products and Professional Services; and (ii) developing and

publishing broadly applicable experience management insights (such as industry experience management benchmarks, if applicable, provided that only aggregated or de-identified Customer Data is used). Customer grants Medallia a worldwide, perpetual, irrevocable, royalty-free license to feedback provided by Customer to Medallia related to the Medallia Products.

b. Medallia Products

Medallia owns Medallia Products, including all features, functionalities, configurations, designs, templates, and other proprietary elements contained therein and all modifications, improvements, and derivative works thereof. Medallia will provide Customer with access to Medallia Products as described in the Order or trial offering (during the term set forth in the Order or trial offering) for its internal business purposes. If Customer uses a Medallia API or software developer kit ("**SDK**"), Medallia grants Customer a non-exclusive, worldwide, limited license for use of such API or SDK for the purpose of enabling Customer to use Medallia Products. Customer will not remove, obscure, or alter Medallia's copyright notice, or other proprietary rights notices affixed to or contained within Medallia Products or any related documentation.

c. Documentation

Medallia owns the Documentation and all derivative works thereof. Medallia grants Customer a non-exclusive, worldwide limited license to use, copy, and make derivative works of the Documentation for internal business purposes during the term of the applicable Order or trial offering.

d. Trademarks

Customer grants Medallia a limited, non-exclusive license to mark Customer surveys and reports and Customer's instance of Medallia Products with Customer's trademarks, when requested by Customer and subject to Customer approval for consistency with its branding guidelines.

e. Reserved Rights

Customer and Medallia each reserve all intellectual property rights not explicitly granted herein.

6. PAYMENTS

a. Invoicing

Any fees due for Medallia Products and Professional Services will be stated on the Order. Fees are non-cancelable and non-refundable other than as explicitly stated in this Agreement.

b. Taxes

Invoiced amounts are payable in full, without reduction for transaction taxes (e.g., value added taxes, consumption taxes, goods and services taxes, GST/HST, excise, sales, use or similar taxes, and withholding taxes). Customer is required to pay all such transaction taxes, either directly or by increasing payments to Medallia to offset taxes that

Customer is required to deduct from payments. If Medallia has a legal obligation to pay or collect such transaction taxes, the appropriate amount will be invoiced to and paid by Customer, unless Customer provides Medallia with a valid tax exemption certificate.

7. TERM AND TERMINATION

a. Term

The term of this Agreement is from the Effective Date through the later of: (i) the last day of the trial offering; or (ii) the last to expire Order.

b. Termination for Cause

Either party may terminate this Agreement or Order within thirty days upon the occurrence of either of the following: (a) in the event the other party fails to cure any material breach of this Agreement or the relevant Order within thirty (30) days after receipt of written notice; or (b) if the other party files or has filed against it any bankruptcy or similar proceeding or enters into any form of arrangement with its creditors that is not removed within 60 days of filing.

c. Termination of Trial Offerings

Medallia reserves the right to terminate the trial at any time at its sole discretion.

d. Transfer of Customer Data Upon Termination

For trial offering Customers, until termination of this Agreement, Customer may download customer feedback collected through and, at the time of termination, stored within Medallia Products. For Customers under an Order Form, Medallia will make customer feedback collected through and, at the time of termination, stored within the Medallia Products available for secure download by Customer in a standard flat file format for at least thirty days.

8. INSURANCE

Medallia will maintain insurance policies providing coverage for: Technology Errors & Omissions / Professional liability; Cyber/Network and Information Security liability; Commercial General liability; Automobile liability; Workers Compensation and Employer's liability; and Umbrella liability. A certificate of insurance is available upon request.

9. PRIVACY, SECURITY, AND AUDITS

a. Compliance with Data Protection Laws

In providing Medallia Products and Professional Services to Customer, Medallia shall comply with applicable legal requirements for privacy, data protection and confidentiality of communications. Such applicable legal requirements include the Standards for the Protection of Personal Information of Residents of the Commonwealth of Massachusetts (201 CMR 17.00), the California Consumer Privacy Act of 2018, and other applicable United States data protection laws at the state level, and implementing national legislation, and Regulation 2016/679 (also known as GDPR), if applicable. Medallia is certified

under the Privacy Shield to cover the transfer of data collected in the European Economic Area and Switzerland to the United States.

b. Data Protection Agreement

The terms of the Medallia Data Processing Agreement available at www.medallia.com/customer-dpa are hereby incorporated by reference and shall apply to the extent that Customer Data includes Personal Data (as defined in the DPA).

c. Privacy and Security Obligations

Medallia shall implement and maintain appropriate technical and organizational security measures to protect Customer Data from Security Incidents and to preserve the security and confidentiality of Customer Data, in accordance with Medallia's security standards described in the Security Measures addendum. Medallia shall respond to Security Incidents as described in the Security Measures addendum.

d. General Performance Audits

Except with regards to trial offerings, Customer may, no more than once per year, audit Medallia's performance under this Agreement and each Order, and Medallia will maintain records sufficient for such audits, including service hours provided, uptime, and the results of security and disaster recovery tests.

e. Security Audits

As described in the applicable privacy and security attachment, certain Medallia products are regularly audited by independent third parties and/or internal auditors. Except with regards to trial offerings, upon request, Medallia shall supply (on a confidential basis) a summary copy of its audit report(s), if applicable, as well as written responses (on a confidential basis), not more than once per year, to all reasonable security and audit questionnaires that are necessary to confirm Medallia's compliance with this Agreement. Except with regards to trial offerings, Medallia shall permit Customer (or its appointed third party auditors) to carry out an audit of Medallia's processing of Customer Data under this Agreement following: (i) a confirmed unauthorized or unlawful breach of security suffered by Medallia that leads to the destruction, loss, alteration, or unauthorized disclosure of or access to Customer Data (a "Security Incident"); or (ii) upon the instruction of a data protection authority.

f. Audit Procedure

Each audit requires at least thirty days' prior notice, except in the event of a Security Incident or upon instruction of a data protection authority. Audits will take place on a mutually agreed date during Medallia's normal business hours, and Customer will cause its representative or agent to employ such reasonable procedures and methods as are necessary and appropriate in the circumstances to minimize interference with Medallia's normal

business operations. Onsite audits are limited to two business days.

10. CONFIDENTIALITY

a. Controlling Statement of Obligations

The terms of this Confidentiality provision supersede any non-disclosure or confidentiality agreement entered into by the parties prior to the Effective Date of this Agreement.

b. Confidential Information

Confidential Information means all information provided by a disclosing party to a receiving party that a reasonable industry participant would deem to be confidential, including for example: (i) all information that is marked confidential; (ii) the terms of this Agreement and each Order; (iii) features and functionality of Medallia Products and related documentation; and (iv) Customer Data.

Confidential Information does not include information that is independently developed, that becomes public knowledge through no fault of the receiving party, or that is received from a third party under circumstances that do not create a reasonable suspicion that it has been misappropriated or improperly disclosed.

c. Use and Disclosure Restrictions

A receiving party will use commercially reasonable efforts to protect Confidential Information it receives and will use Confidential Information only as necessary to perform its obligations and exercise its rights under this Agreement and each Order. A receiving party will not disclose Confidential Information to third parties other than as permitted under this Agreement or as compelled by a court or regulator of competent authority (and then while taking all reasonable steps to inform the disclosing party prior to disclosure and to limit the scope of the disclosure).

11. INDEMNIFICATION

a. Intellectual Property Indemnification by Medallia

Medallia will defend Customer against claims, causes of action, and investigations by third parties or government agencies and will pay the resulting judgments, fines, settlements, court costs, and attorneys fees (to “**Indemnify**”) for third party claims alleging that Medallia Products infringe a third-party patent, copyright, or trademark or misappropriate a third-party trade secret, subject to the following limitations: (i) if the alleged infringement arises from a modification by Customer or the unauthorized use of Medallia Products; (ii) if the alleged infringement arises from a violation of Customer’s obligations under Section 4 (“Use of Medallia Products”); or (iii) if the alleged infringement arises from the combination of Medallia Products with any product or process not provided by Medallia, and if Medallia would not be liable for inducement or contribution for such infringement, then Medallia will have no obligation to

Indemnify.

If Customer establishes a reasonable belief that use of Medallia Products will be enjoined, then Medallia will use commercially reasonable efforts to substitute the affected functionality with a non-infringing alternative or to procure a license to allow for the continued use of the affected functionality. If use of Medallia Products is enjoined and if Medallia has not provided a non-infringing alternative, then Customer may, within 30 days of the date of the injunction, terminate the affected Order immediately upon written notice and receive a refund of the unused portion of prepaid fees.

b. Data Breach Indemnification by Medallia

Medallia will Indemnify Customer for third party claims arising from the improper access, use, or disclosure of personally identifiable Customer Data caused by: (i) Medallia’s breach of its obligations under this Agreement; or (ii) the willful misconduct or gross negligence of Medallia personnel or any third party under Medallia’s control.

c. Indemnification by Customer

Customer shall Indemnify Medallia from third-party claims arising out of: (i) Customer’s or any of its employees and agents use of Medallia Products in violation of Section 4 of this Agreement; and (ii) alleged infringement of a third-party patent, copyright, or trademark or misappropriation of a third-party trade secret arising out of (A) an unauthorized modification by Customer of Medallia Products; or (B) an unauthorized combination of Medallia Products with any product or process not provided or authorized by Medallia.

d. Indemnification Requirements and Procedure

The party seeking indemnification (the “**Indemnified Party**”) will provide timely notice to the party from which it seeks indemnification (the “**Indemnifying Party**”) (although untimely notice will relieve the Indemnifying Party of its indemnification obligations only commensurate with actual prejudice suffered as a result) and will provide reasonable assistance to Indemnifying Party at the Indemnifying Party’s expense. The Indemnifying Party will have sole control over the defense, but the Indemnified Party will have the right to participate at its own cost.

12. LIMITATION OF DAMAGES AND LIABILITY

a. Limitation of Damages

NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES OR FOR LOST PROFITS, LOST REVENUES, HARM TO GOODWILL, OR THE COSTS OF PROCURING REPLACEMENT SERVICES, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE. THIS LIMITATION WILL APPLY TO ALL CLAIMS UNDER ALL THEORIES OF LAW AND EQUITY, EXCEPT WHERE PROHIBITED BY LAW.

b. Limitation of Liability

EXCEPT IN THE EVENT OF GROSS NEGLIGENCE; WILLFUL

MISCONDUCT; FOR FEES OWED IN EXCESS OF THE BELOW LIMIT; AND WHERE PROHIBITED BY LAW, THE CUMULATIVE LIABILITY OF EITHER PARTY TO THE OTHER WILL BE LIMITED TO THE FEES PAID OR PAYABLE UNDER THIS AGREEMENT FOR THE 12 MONTHS PRECEDING THE FILING OF THE CLAIM, FOR ALL OTHER CLAIMS.

13. MARKETING

Medallia may include Customer's name and logo on Medallia's public customer list. Other than for trial offerings, Customer agrees to partner with Medallia on co-marketing and public relations activities to demonstrate the launch and success of Customer's program (e.g., press release, case study, testimonial, video). Customer grants Medallia a limited, non-exclusive, worldwide license to use its trademark for these purposes.

14. GENERAL TERMS

a. Authority

Each party warrants that it has the authority to enter into this Agreement and each Order. If an individual accepts this Agreement on behalf of a legal entity, the individual represents that they have the authority to bind the entity (and, where applicable, its subsidiaries and affiliated group companies) to the terms and conditions contained in this Agreement.

b. Assignment

Neither this Agreement nor any Order may be assigned without written consent (such consent not to be unreasonably withheld) and any such attempted assignment will be void.

c. Survival

All terms that must survive termination in order to have their customary effect, including terms related to confidentiality, indemnification, limitation of damages and liability, and post-termination data transfer will survive termination or expiration of this Agreement.

d. Force Majeure

No party will be deemed to have breached this Agreement or any Order if its failure to perform was caused by events beyond that party's reasonable control, such as mass failure of internet infrastructure, civil unrest, and natural disasters.

e. Independent Contractors

The parties are independent contractors. Neither party has the right to bind the other, and neither party will make any contrary representation to a third party.

f. Export Compliance

Customer will comply with the export control and economic sanctions laws and regulations of the United States and other applicable jurisdictions. Consistent with that obligation, Customer will not make Medallia Products available to any person or entity that is: (i) located in a country that is subject to

a U.S. government embargo, (ii) on a U.S. government list of prohibited or restricted parties, or (iii) engaged in activities directly or indirectly related to the proliferation of weapons of mass destruction.

g. Arbitration, Governing Law and Forum

Disputes arising from this Agreement will be settled by arbitration administered in San Mateo, California by the American Arbitration Association under its procedural Commercial Arbitration Rules and the substantive law of the United States of America and the State of California, and judgment on the award rendered by the arbitrator may be entered in any court with jurisdiction. This provision will not impair either party's ability to receive injunctive or other equitable relief from any court with jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

h. No Waiver

The failure of a party to timely enforce an obligation under this Agreement or Order will only be construed as a waiver if given in writing and will not act to waive any other obligation, including any future occurrence of the waived obligation.

i. Complete Agreement

Documentation that accompanies the Order or trial offering constitute part of this Agreement. This Agreement contains the full agreement of the parties (superseding all prior or contemporaneous agreements) and may only be amended by a writing signed by both parties. Notwithstanding anything to the contrary therein, terms or conditions stated in Customer order documentation (e.g., a Customer purchase order) will be null and void. Neither party enters into this Agreement, trial offerings, or Orders based on representations not stated in these documents, and there will be no presumption against either party as the drafter thereof.

j. Subcontractors

Medallia may utilize subcontractors to provide services, provided that: (i) Medallia has bound the subcontractor to agreements requiring it to conform to law, regulation, industry standards, and the quality, confidentiality, and privacy standards reflected in this Agreement; and (ii) Medallia remains responsible for delivery of the scope established in the Order or trial offering.

k. Notices

Notifications required under this Agreement or an Order in relation to breach, disputed payments, audit, or indemnification will be provided in writing to the legal departments of the parties to the addresses identified in an order or trial registration. Other notifications can be submitted via email. Notifications will be effective as of the date of delivery.

