

# Medallia

## MASTER SUBSCRIPTION AGREEMENT

This Medallia Master Subscription Agreement (the “**Agreement**”) is effective as of the last day of signature below (the “**Effective Date**”) and is between the eligible Ordering Activity under the GSA Schedule contract identified in the Purchase Order, Statement of Work, or similar document (“**Customer**” or “**Ordering Activity**”) and the GSA Multiple Award Schedule Contractor acting on behalf of Medallia, Inc. (“**Medallia**”). Medallia provides experience management products (the “**Medallia Products**”). This Agreement establishes the terms and conditions for the purchase and provision of subscriptions to Medallia Products (“**Software Subscriptions**”) and related professional services provided by Medallia (“**Professional Services**”).

### 1. ORDERS

#### a. General

This Agreement does not itself obligate the parties to purchase or provide Software Subscriptions or Professional Services. Such obligations will be documented in ordering documents that describe the Software Subscription or Professional Services scope and the related fees (an “**Order**”). An explicit conflict between these agreements will be resolved according to the following order of precedence: (1) an Order; and (2) this Agreement.

### 2. PROVISION OF MEDALLIA PRODUCTS

Medallia will make Medallia Products available to Customer through the web browsers and mobile applications specified on the Order and will maintain the hardware and software necessary to do so. Medallia’s service level agreements will be as set forth in the applicable product and services descriptions (the “**Documentation**”). 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**”).

#### 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.

**e. Beta Services**

From time to time, Customer may have the option to participate in early access programs to use alpha or beta services, products, features and documentation (“**Beta Services**”) offered by Medallia. These Beta Services are not generally available and may contain bugs, errors, or defects. Accordingly, Medallia provides the Beta Services to Customer “as is” and makes no warranties of any kind with respect to the Beta Services, nor does any Medallia service level agreement apply to the Beta Services. Medallia may discontinue Beta Services at any time in its sole discretion and may never make them generally available.

**4. USE OF MEDALLIA PRODUCTS**

**a. General Obligations**

Other than using Medallia Products and its functionalities under an Order, 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 be responsible for executing an agreement in writing with said third party. Nothing contained herein shall bind Customer to any third parties’ terms.

**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).

**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, unless addressed in a separate Agreement with the Ordering Activity. Medallia will provide Customer with access to Medallia Products as described in the Order during the term of a Software Subscription 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 (unless addressed in a separate Agreement with the Ordering Activity). 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 a Software Subscription.

**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 **TO THE EXTENT PERMITTED BY THE GENERAL SERVICES ACQUISITION REGULATION (GSAR) 552.203-71.**

**e. Reserved Rights**

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

**6. PAYMENTS**

**a. Invoicing**

Fees due for Software Subscriptions and Professional Services will be stated on the Order in accordance with the GSA Schedule Pricelist.

**a. Taxes**

Invoiced amounts at the rates established under the applicable GSA Schedule Contract 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). Medallia shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

**1. TERM AND TERMINATION**

**a. Term**

The term of this Agreement is from the Effective Date through the last to expire Order.

**b. Termination for Cause**

When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Medallia shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

**c. Transfer of Customer Data Upon Termination**

Upon termination of this Agreement or an Order, Medallia will make customer feedback collected through and, at the time of termination, stored within Medallia Products available for secure download by Customer in a standard flat file format for at least thirty (30) days (the “**Data Transfer Period**”). Within sixty (60) days of the end of the Data Transfer Period, Medallia will remove all Customer Data from Medallia Products.

**2. INSURANCE**

Medallia will maintain insurance policies providing at least the following coverage and will provide a certificate of insurance upon request:

- (i) Technology Errors & Omissions / Professional liability with a limit of at least \$5 Million;

- (ii) Cyber/Network and Information Security liability with a limit of at least \$5 Million;
- (iii) Commercial General liability with a limit of at least \$1 Million;
- (iv) Automobile liability with a limit of at least \$1 Million;
- (v) Workers Compensation and Employer's liability with a limit of at least \$1 Million;
- (vi) Umbrella liability with a limit of at least \$10 million.

**3. 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**

Medallia offers a data processing agreement that defines Medallia's and Customer's obligations under GDPR, and includes the EU's approved Standard Contractual Clauses for the handling of data collected in the European Economic Area and Switzerland outside of those areas. If Customer has a need for this agreement, Customer should please request it from Customer's Medallia account representative.

**c. Product Specific Privacy and Security Obligations**

The parties' product-specific privacy and security obligations are subject to the terms set forth in the applicable privacy and security addendum, provided herein as Attachment A.

**d. Security Incident Response**

Upon becoming aware of any confirmed unauthorized or unlawful breach of security that leads to the destruction, loss, alteration, or unauthorized disclosure of or access to Customer Data (a "**Security Incident**"), Medallia shall notify Customer without undue delay. Medallia shall provide timely information relating to any Security Incident as it becomes known or as is reasonably requested by Customer. Medallia shall promptly take reasonable steps to mitigate and, where possible, to remedy the effects of any Security Incident.

**e. General Performance Audits**

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.

**f. Security Audits**

As described in the applicable privacy and security attachment, Medallia is regularly audited by independent third parties and/or internal auditors. 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. 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.

**g. 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.

#### **4. 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) reserved; (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). Medallia recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. § 552, which may require that certain information be released, despite being characterized as “confidential” by the vendor. Nonetheless, the Ordering Agency agrees to confer with Medallia regarding the applicability of exemption 4 to the Freedom of Information Act, 5 U.S.C. § 552(b)(4), or any other law or rule limiting the Ordering Agency’s disclosure obligations, prior to disclosing Medallia’s Confidential Information.

#### **5. INDEMNIFICATION**

##### **a. Intellectual Property Indemnification by Medallia**

Medallia will have the right to intervene to 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. Reserved**

##### **d. Indemnification Requirements and Procedure**

Customer (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 control over the defense, but the Indemnified Party will have the right to participate at its own cost.

## **6. 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; CLAIMS FOR INDEMNIFICATION UNDER THIS AGREEMENT; 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, EXCLUSIVE OF INTEREST THAT MAY ACCRUE UNDER THE PROMPT PAYMENT ACT OR THE CONTRACT DISPUTES ACT, OR ATTORNEYS’ FEES IF AVAILABLE UNDER APPLICABLE LAW.

## **7. MARKETING**

Medallia may include Customer’s name on Medallia’s public customer list to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71 with the Customer’s prior written consent.

## **8. GENERAL TERMS**

### **a. Authority**

Each party warrants that it has the authority to enter into this Agreement and each Order.

### **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. Excusable Delays**

Excusable delays shall be governed by FAR 52.212-4(f).

### **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. Governing Law**

This Agreement will be governed by the Federal law of the United States of America. Depending on the cause of action (e.g., tort, breach of contract, infringement of copyright or patent), both venue and the statute of limitations are usually mandated by applicable Federal law (e.g., the Federal Tort Claims Act, 28 USC 1346(b); the Contract Disputes Act, 41 USC 7101 et seq; the Tucker Act, 28 USC 1346(a)(1)). 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 constitute part of this Agreement. This Agreement and each Order, together with the underlying GSA Schedule Contract, and Schedule Pricelist, 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. In the event of a conflict between this Agreement and a Negotiated Purchase Order, the Purchase Order shall control. Neither party enters into this Agreement 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 as described in the applicable attachment 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.

**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. Other notifications can be submitted via email. Notifications will be effective as of the date of delivery.

So agreed by each party through its authorized signatory:

**Medallia, Inc.**

**[CUSTOMER LONG REFERENCE]**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT A

### Privacy and Security

#### Core Platform and Medallia for Digital

Medallia's core platform for feedback collection and reporting (the "**Core Platform**"), and its platform for feedback collection across digital channels ("**Medallia for Digital**"), together referred to as the "Medallia Experience Cloud", are subject to the following privacy and data security terms:

1. **Security Program and Standards.**

Medallia maintains a written information security program that contains appropriate administrative, technical and physical safeguards to protect Customer data, and that comply with SaaS industry standards for security controls. The Core Platform has been certified by an independent third party auditor as aligning with ISO 27001 and SOC 2 Type 2. Medallia for Digital has been certified by an independent third party auditor as aligning with the ISO 27001 standard. The Core Platform and Medallia for Digital also comply with HIPAA standards.

Certifications can be provided to Customer upon written request.

2. **Data Security.** Customer Data for the Core Platform will be stored on Medallia controlled hardware, collocated in data centers that are certified and audited to a SaaS industry standard for security controls (such as SOC 2 Type 2 or ISO 27001). Medallia provides encryption at rest through encrypting hard drives in Medallia's data centers. Data Customer collects with Medallia for Digital will be stored on an Amazon S3 instance in Oregon, USA; Ireland, European Union; Sydney, Australia; Montreal, Canada, or a Medallia co-location facility, depending on Customer's choice. More information about Amazon Web Services security can be found at <https://aws.amazon.com/security/>.

3. **Network Security.** Medallia shall use industry standard firewall and encryption technologies to protect the public gateways through which Customer's data travels. Medallia will use commercially reasonable efforts for protection against and detection of common network attacks. Medallia will monitor its network for attacks and will

deploy appropriate processes to manage vulnerabilities.

4. **Host/Access Management.** User access to the Medallia Experience Cloud will be controlled through a username and password combination managed by Medallia, or through Single Sign-On integration with customer's identity systems using industry standards.

5. **Application Security.** The software development for the Medallia Experience Cloud follows a secure lifecycle, including source code management and appropriate reviews. Application penetration testing will be subject to reasonable fees and requires the execution of a separate agreement.

7. **Data Collection.** The Core Platform enables Customer to send survey invitations to its customers, typically through email, based on touchpoints Customer's customers have with its business. The types of data that are collected via questions in these survey programs are within Customer's control, and will be specified during implementation. Typically, in order for the Medallia Experience Cloud to send surveys, Customer's business initially sends data to Medallia about survey takers in an "invitation file" that includes information such as names, emails, information about the survey taker's interaction with Customer, and other information that enables Customer to segment the survey takers into groups. Medallia for Digital collects customer feedback through surveys deployed on Customer's digital channels. Customer can configure the types of data requested from visitors to such surveys. If surveys are configured to not ask for personal information such as name and email, then no such data will be collected except for analytics information (such as the visitor's IP address)

## MEDALLIA JOURNEY ANALYTICS

Medallia's platform for analyzing customer journeys ("Medallia Journey Analytics") is subject to the following privacy and data security terms:

1. **Security Program and Standards.**

Medallia maintains a written information security program that contains appropriate administrative, technical and physical safeguards to protect Customer Data, and that comply with SaaS industry standards for security controls. In Medallia Journey Analytics, Customer Data is processed and stored in Google Cloud Platform, whose services are regularly audited against SOC 1, SOC 2, ISO 27001, ISO 27018, and HIPAA.

Such certifications can be downloaded at <https://cloud.google.com/security/compliance>

2. **Physical and Infrastructure Security.**

Customer Data that is at rest is encrypted using Google Cloud Platform's 'encryption by default'.

More details can be found at <https://cloud.google.com/security/encryption-at-rest/>

At a minimum, Customer Data is assigned to a project in Google BigQuery that is unique to Customer, which provides logical separation of data.

Customer Data that is at rest is stored in the region specific by Customer during implementation.

Available regions are listed at <https://cloud.google.com/storage/docs/locations>.

3. **Network Security.** Medallia shall use industry standard firewall and encryption

technologies to protect the public gateways through which Customer data travels. Medallia will use commercially reasonable efforts for protection against and detection of common network attacks. Medallia will monitor its network for attacks and will deploy appropriate processes to manage vulnerabilities.

4. **Host/Access Management.** User access to the Medallia Experience Cloud will be controlled through a username and password combination, managed by Medallia.

5. **Application Security.** The software development for the Medallia Experience Cloud follows a secure lifecycle, including source code management and appropriate reviews.

6. **Data Collection.** Medallia Journey Analytics enables Customer to import and collect a wide range of information about Customer's customers or end users. The types of data that are imported and collected in Medallia Journey Analytics will be entirely within Customer's control and will be specified during implementation and use of the platform.

## STRIKEDECK

Medallia's customer success platform ("Strikedeck") is subject to the following privacy and data security terms:

### 1. Access Control

#### i) Preventing Unauthorized Product Access

**Physical and Environmental Security:** Strikedeck hosts its product infrastructure with multi-tenant, outsourced data center providers. The physical and environmental security controls of these data center providers are audited for SOC 2 Type II and/or ISO 27001 compliance, and other applicable certifications.

**Authentication:** Strikedeck implements a uniform password policy for its customer products. Customers who interact with the products via the user interface must authenticate before accessing non-public Customer Data.

**Authorization:** Customer Data is stored in multi-tenant storage systems accessible to Customers via only application user interfaces and application programming interfaces. Customers are not allowed direct access to the underlying application infrastructure. The authorization model in each of Strikedeck's products is designed to ensure that only the appropriately assigned individuals can access relevant features, views, and customization options. Authorization to data sets is performed through validating the user's permissions against the attributes associated with each data set.

**Application Programming Interface (API) Access:** Public product APIs may be accessed using an API key or through OAuth authorization.

#### ii) Preventing Unauthorized Product Use

**Access Controls:** Network access control mechanisms are designed to prevent network traffic using unauthorized protocols from reaching the product infrastructure. The technical measures implemented differ between data center providers and include Virtual Private Cloud (VPC) implementations and security group assignment, along with traditional enterprise firewall and Virtual Local Area Network (VLAN) assignment.

**Intrusion Detection and Prevention:** Strikedeck implements intrusion detection systems to protect all hosted sites. These systems are designed to identify and prevent attacks against publicly available network services.

**Code Analysis:** Security reviews of code stored in Strikedeck's source code repositories is performed, checking for coding best practices and identifiable software flaws.

**Penetration Testing:** Strikedeck maintains relationships with industry recognized penetration testing service providers for penetration tests. The intent of the penetration tests is to identify and resolve foreseeable attack vectors and potential abuse scenarios.

#### iii) Limitations of Privilege & Authorization Requirements

**Product Access:** A subset of Strikedeck's employees have access to Customer Data via controlled interfaces. The intent of providing access to a subset of employees is to provide effective customer support, to troubleshoot potential problems, and to detect and respond to security incidents. Access is enabled through "just in time" requests for access; all such requests are logged. Employees are granted access by role, and reviews of high risk privilege grants are initiated daily. Employee roles are reviewed at least once every six months. All Strikedeck employees undergo a 3rd party background check prior to being extended an employment offer. All employees are required to conduct themselves in a manner consistent with Strikedeck company guidelines, non-disclosure requirements, and ethical standards.

### 2. Transmission Control

**In-transit:** Strikedeck makes HTTPS encryption (also referred to as SSL or TLS) available on every one of its login interfaces. Strikedeck's HTTPS implementation uses industry standard algorithms and certificates.

At-rest: Strikedeck stores user passwords as one-way hashes.

### **3. Input Control**

Security Incident Detection: Strikedeck designed its infrastructure to log information about the system behavior, traffic received, system authentication, and other application requests. Internal systems aggregated log data and alert appropriate employees of malicious, unintended, or anomalous activities. Strikedeck personnel, including security, operations, and support personnel, are responsive to known incidents.

### **4. Job Control**

Strikedeck never sells personal data to any third party.

Terminating Customers: Customer Data is purged per section 7 of the agreement.

### **5. Availability Control**

Infrastructure Availability: The data center providers use commercially reasonable efforts to ensure a minimum of 99.95% uptime. The providers maintain a minimum of N+1 redundancy to power, network, and HVAC services.

Fault Tolerance: Backup and replication strategies are designed to ensure redundancy and fail-over protections during a significant processing failure. Customer Data is backed up to multiple durable data stores and replicated across multiple data centers and availability zone.

## ATTACHMENT B

### Subcontractors and Medallia Subsidiaries

The security and data handling practices of each third party subcontractor is evaluated by Medallia's vendor risk management program. In addition, each third party subcontractor agrees to security and data processing agreements that restrict their access, use and disclosure of personal data in compliance with applicable laws, and Medallia's security and privacy certifications.

For more information on Medallia's security program, visit <https://www.medallia.com/security/>.

An up-to-date version of this list and a form to sign up for updates is available in Medallia's product documentation at <https://docs.medallia.com>.

#### Servicing and Technical Support

The subcontractors listed provide servicing and technical support for Medallia Products.

Subcontractor Name	Corporate Location	Processing Description
Effective Teleservices Pvt Ltd	India	Implementation, servicing, and technical support.
CX Software Solutions SA de CV	Mexico	Implementation, servicing, and topic building for text analytics.
Infinet Outsourcing, Inc.	Philippines	Technical support.
Experis US, Inc.	USA	Topic building for text analytics.
Gemseek Consulting Limited	Bulgaria	Implementation and servicing.
SM Technologies Limited	Brazil	Implementation and servicing.

#### Technology Providers

The subcontractors listed provide technology for Medallia Products.

Subcontractor Name	Corporate Location	Processing Description
Sumo Logic, Inc.	USA	Manages system logs for diagnosis and resolution of technical issues.
Salesforce.com, Inc.	USA	Tracks technical support tickets.
Amazon Web Services, Inc.	USA	Archives security logs for security incident monitoring and detection.

		<p>Hosts and processes data for Medallia for Digital and Strikedeck.</p> <p>Renders front-end html and reports for Journey Analytics.</p> <p>Hosts content for Rich Media feedback functionality, if enabled.</p>
Google Inc.	USA	<p>Google BigQuery is used for data storage and processing of analytics data for Medallia for Digital (optional).</p> <p>Google BigQuery is used for storage and processing for Journey Analytics.</p> <p>The enterprise version of Google Translate translates feedback text, if enabled in your Medallia implementation.</p>
AppDynamics, Inc.	USA	Analyzes performance and usage of survey pages and reporting applications.
Usersnap GmbH	Austria	Provides screen capture functionality, if enabled in Customer's Medallia Digital implementation.
Twilio	USA	<p>Provides SMS routing and delivery services.</p> <p>Sendgrid is used to send emails to users in Journey Analytics.</p>
Pendo.io	USA	Analyzes performance and usage of Strikedeck applications.
GFN DSelva Infotech Pvt Ltd	India	Performs development and quality assurance for Strikedeck applications.
Palo Alto Databases, Inc.	USA	Supports Strikedeck Enterprise's ETL tool.
Redis Labs Ltd.	USA	Redis for Caching service maintains state for cookies in Journey Analytics.

#### Changing Technology Providers

Medallia shall notify Customer if it adds or removes a technology provider at least fifteen (15) days prior to any such changes. Medallia shall provide Customer with automatic updates to Medallia's technology provider list through its administrative portal. Customer may object to Medallia's appointment of a new technology provider by sending an email to [privacy@medallia.com](mailto:privacy@medallia.com) within ten (10) calendar days of such notice, provided that such objection is based on reasonable grounds relating to data protection. In such event, the parties will discuss such concerns in good faith with a view towards achieving resolution.

#### Medallia Subsidiaries

Medallia employees at its subsidiaries may access Customer's program instance to provide technical support, cloud operations, product troubleshooting, and infrastructure maintenance. Medallia shall maintain agreements with these subsidiaries that obligate them to data privacy and security requirements no less stringent than those set forth in this agreement.

<b>Subsidiary Name</b>	<b>Location</b>
Medallia Canada, Inc.	Canada
Medallia S.A.	Argentina
Medallia Limited	United Kingdom
Medallia Australia PTY Ltd	Australia
Cooladata Ltd.	Israel
Medallia Digital Ltd	Israel
Medallia GmbH	Germany

## Medallia Generative AI Addendum

This Generative AI Addendum (the “**Addendum**”) is effective as of the last date of signature below or as applicable in the date set forth in the Order, Statement of Work, or similar document (“**Effective Date**”), and is between Medallia, Inc. (“**Medallia**”) and the eligible Ordering Activity under the GSA Schedule contract identified in the Purchase Order, Statement of Work, or similar document (“Customer or “Ordering Activity”). Medallia and Customer are parties to a Medallia Master Subscription Agreement (the “**Agreement**”), which permits Customer to purchase subscriptions of Medallia Products Unless otherwise defined in this Addendum, all capitalized terms herein have the meanings given in the Agreement. Upon the Effective Date, this Addendum shall be incorporated into and become part of the Agreement. Notwithstanding anything else to the contrary in the Agreement, the parties hereby agree that the terms of this Addendum shall control in the event of any conflict between the terms of the Agreement and this Addendum.

### 1. Ownership and Use Rights

- a. **Input and Output.** Customer retains all right, title, and interest in all Input and Output. Medallia will not use any Government Data, Input or Output for the purpose of training, fine-tuning, or developing any AI system for use by other customers without express written consent of Customer. “**Input**” means any (i) text, images, audio, video, files, other data or content and (ii) instructions, parameters, rules, or logic that are input or otherwise submitted by or on behalf of Customer to a Medallia Generative AI Feature. “**Output**” means any original or derivative text, images, audio, video, files, streams, or other data or content, or actions generated and returned by a Medallia Generative AI Feature, prior to any modification thereof, based on Input. “**Customer Data**” means all data within a Medallia Product delivered to Medallia by or on behalf of Customer or collected by Medallia on behalf of Customer, including Personal Data and any Input, solely for purposes of this Addendum. Output may not be unique and the Medallia Generative AI Features, due to their nature, may generate similar results for other Medallia customers. Government Data means any information, (including metadata), document, media, or machine-readable material regardless of physical form or characteristics that is created or obtained by the Government, or a contractor on behalf of the Government, in the course of official Government business.
- b. **Suggestions.** Some Medallia AI Features may have a mechanism for Customer to provide feedback on the quality of Output or the performance of the Medallia AI Features. In such cases, Customer grants, and represents that it has the authority to grant Medallia, a worldwide, perpetual, exclusive, transferable, irrevocable, royalty-free license to use such feedback without restriction or obligation provided it cannot be linked to or used to identify Customer and their respective users or end-customers. Medallia acknowledges that the ability to use this Agreement and any feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71.

2. **Medallia Generative AI Feature Information.** Medallia will provide the Medallia Generative AI Feature in accordance with the Product Description for the applicable Medallia software-as-a-service product (a “**Medallia Product**”), attached hereto as Exhibit 1 and published on <https://product-descriptions.medallia.com/> (password: MedalliaProducts). “**Medallia Generative AI Feature**” means a feature identified in a Product Description as containing or incorporating Generative AI. Customer reserves the right to disable any Medallia Generative AI Feature at any time and for any reason and are not required to use any Medallia Generative AI Feature.

3. **Disclosure of Generative AI Features.** Medallia will disclose to Customer when Medallia Generative AI Features are enabled for Customer and will provide a description of such features, including their functionality and purpose.
4. **AI Acceptable Use Policy.** Without limiting the other compliance obligations of Customer under the Agreement, Customer's use of Medallia AI Features is subject to this AI Acceptable Use Policy. "**Medallia AI Feature**" is defined as a Medallia Product feature, including, but not limited to, Medallia Generative AI Features, that incorporates or otherwise uses an AI model (defined as a computerized or software-based system that is designed to operate with varying levels of autonomy, that exhibits seemingly intelligent or human-like judgment).
  - a. **Specific AI Prohibitions:** Customer shall not use any Medallia AI Feature or its Output: (i) in any manner prohibited by or in violation of applicable laws; (ii) to create, or as a component of, any "high-risk" (or similar terms) AI system as defined by applicable laws; or (iii) for automated decision-making with legal or similarly significant effects on individuals.
  - b. **Output Handling:** Customer acknowledges that Output from Medallia Generative AI Features is generated by an AI model and may contain inaccuracies, errors, or biases or reflect Personal Data if such data was present in the Input. Customer agrees to: (i) independently review and validate all Output before any use or reliance thereon, particularly for decisions impacting individuals; (ii) assume sole responsibility for all decisions made, actions taken, and compliance obligations arising from its use of Output; and (iii) not represent Output as being solely human-generated or as endorsed by Medallia.
  - c. **Restricted Inputs:** Customer shall not provide Input that infringes third-party rights or is intended to generate Output that is illegal, harmful, or infringing.
5. **Disclaimer of Warranties.** MEDALLIA WARRANTS THAT THE OUTPUTS WILL PERFORM SUBSTANTIALLY IN ACCORDANCE WITH OUTPUT WRITTEN MATERIALS ACCOMPANYING IT. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, CUSTOMER ACKNOWLEDGES THAT THE OUTPUTS ARE BASED ON CUSTOMER'S INPUTS AND ANY OTHER CUSTOMER DATA PROVIDED TO OR COLLECTED BY MEDALLIA ON BEHALF OF CUSTOMER AND THAT MEDALLIA HAS NO CONTROL OVER ANY SUCH INPUTS, CUSTOMER DATA OR OUTPUTS AND DOES NOT REVIEW THE FOREGOING FOR ACCURACY. ACCORDINGLY, ALL OUTPUTS ARE PROVIDED "AS IS" AND WITH "ALL FAULTS," AND MEDALLIA MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE WITH RESPECT TO ANY INPUTS OR OUTPUTS, INCLUDING ANY WARRANTIES OF ACCURACY, COMPLETENESS, TRUTHFULNESS, TIMELINESS OR SUITABILITY, INFRINGEMENT, OR RELIABILITY FOR CUSTOMER'S INTENDED USE CASES. OUTPUTS ARE NOT PART OF THE MEDALLIA PRODUCTS AND ARE NOT SUBJECT TO ANY INDEMNITY IN THE AGREEMENT.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE MASTER AGREEMENT NO SERVICE LEVEL COMMITMENTS OR SERVICE CREDITS SHALL APPLY TO THE MEDALLIA GENERATIVE AI FEATURES.

6. **Subprocessors and Processing Locations.** Medallia Generative AI Features may utilize Amazon Web Services, Inc. for hosting and processing within the United States. Medallia may change, revise, and add new subcontractors for Medallia Generative AI Features by providing at least fifteen (15) days' prior notice to Medallia's Subprocessor Notification List, to which Customer may subscribe at [https://go.medallia.com/SubprocessorUpdateList\\_RequestForm.html](https://go.medallia.com/SubprocessorUpdateList_RequestForm.html). Customer may object to Medallia's appointment of a new subcontractor for Medallia Generative AI Features according to the processes identified in the Agreement. For all subcontractors for Medallia Generative AI Features, Medallia (i) has bound the subcontractor to agreements requiring it to conform to law, regulation, industry standards, and the quality,

confidentiality, and privacy standards reflected in the Agreement; and (ii) remains responsible for delivery of the scope established in the Order. For clarity, this Section 4 shall be deemed to supplement any existing authorizations for subprocessors or processing locations, but solely with respect to the Medallia Generative AI Features.

## 7. **Ownership and Use Rights**

- a. **Input and Output.** All Input and Output is Customer Data. “**Input**” means any (i) text, images, audio, video, files, other data or content and (ii) instructions, parameters, rules, or logic that are input or otherwise submitted by or on behalf of Customer to a Medallia Generative AI Feature. “**Output**” means any original or derivative text, images, audio, video, files, streams, or other data or content, or actions generated and returned by a Medallia Generative AI Feature, prior to any modification thereof, based on Input. “**Customer Data**” means all data within a Medallia Product delivered to Medallia by Customer or collected by Medallia on behalf of Customer, including Personal Data and any Input, solely for purposes of this Addendum. For the avoidance of doubt, as between Customer and Medallia, Customer retains all right, title, and interest in all Input and Output. Customer’s Output may not be unique and the Medallia Generative AI Features, due to their nature, may generate similar results for other Medallia customers.
- b. **Customer Suggestions.** Some Medallia AI Features may have a mechanism to provide feedback on the quality of Output or the performance of the Medallia AI Features. In such cases, Customer grants Medallia a worldwide, perpetual, exclusive, transferable, irrevocable, royalty-free license to use such feedback without restriction or obligation provided it cannot be linked to or used to identify Customer, Customer’s users, or Customer’s end-customers.
- c. **No Model Training with Customer Data.** Medallia will not use any Government data, Input or Output (including any nonpublic agency data or results) for the purpose of training, fine-tuning, or developing any AI system for use by other customers without the Customer’s express written consent. For clarity, nothing in this Section 7(c) shall restrict Medallia from using Customer Data to train or improve models solely for Customer’s own use, including customer-specific classifiers or configurations that remain limited to Customer’s environment.

8. **Future Federal AI Requirements.** The parties agree to negotiate in good faith any amendments reasonably necessary to comply with future AI-specific U.S. federal requirements applicable to this Addendum or the Agreement.

9. **No Other Changes.** Except as expressly provided herein, all terms and conditions of the Agreement, including, but not limited to, provisions relating to data privacy, security, and confidentiality, shall remain in full force and effect. This Addendum does not negate, and shall not be interpreted as attempting to negate, any obligations of either party under applicable law.

**Medallia, Inc.**

**[CUSTOMER]** \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit 1

### Medallia Experience Cloud Product Description - Including Generative AI



## MEDALLIA EXPERIENCE CLOUD PRODUCT DESCRIPTION

### 1. OVERVIEW

With “**Medallia Experience Cloud**” (or “**MEC**”), Medallia’s software-as-a-service product suite, a Medallia customer (a “**Customer**”) can capture experience signals from their end-customers and employees, learn from real-time reporting and analysis of those signals, and take action to improve relationships and optimize business processes. Customers may subscribe to MEC by purchasing a subscription to either **Medallia Experience Cloud - Annual Experience Data Record Tier** or **Medallia Experience Cloud Gen AI - Annual Experience Data Record Tier** (each an “**MEC Subscription**”) through an order form with Medallia (an “**Order Form**”). This document describes MEC’s capabilities and defines which features are included in each MEC Subscription.

Section 2 defines **Experience Data Records**, the data captured and imported into MEC for reporting, analysis, and action, and Section 3.A (**Experience Data Record Sources**) identifies how Experience Data Records may be imported into MEC. Included in every MEC Subscription are the reporting/analysis, response, feedback capture, and data integration capabilities outlined in Section 3.B (**Platform Features**). Subscriptions to Medallia Experience Cloud Gen AI - Annual Experience Data Record Tier also includes access to the generative artificial intelligence tools listed in Section 3.C (**Generative AI Features**) if Customer has signed the Medallia GenAI Addendum. Optional add-on capabilities (such as “**Partner Packaged Integrations**” and “**Mutual Transport Layer Services (mTLS) for Outbound API Integrations**”) are described in Section 4 (“**Add-On Features**”), and will be identified in the Order Form if they are included in Customer’s MEC Subscription.

The MEC uptime service level commitments are stated in Exhibit A (the “**SLA**”). Medallia also offers several different technical support plans (“**Success Plans**”). MEC Subscriptions include the Standard Success plan for detecting and troubleshooting technical issues and answering MEC product-related questions. Alternative success plans, if purchased, will be listed in the Order Form. The applicable Documentation for all Success Plans can be found at [product-descriptions.medallia.com](https://product-descriptions.medallia.com) (password: MedalliaProducts).

MEC relies on the subprocessors listed at <https://www.medallia.com/subprocessors>. Applicable subprocessors will only be used to the extent Customer enables the corresponding product functionality.

### 2. EXPERIENCE DATA RECORDS

All MEC Subscriptions are purchased on the basis of “**Experience Data Records**” tiers. An Experience Data Record or “**EDR**” is the data representing a discrete interaction between Customer and its end-customer or employee that Customer chooses to store in the MEC database as a completed record.

A single EDR includes any Customer-provided and Medallia-enabled signals associated with the interaction for processing and reporting that can be stored in the MEC database as a completed record. For example, when an end-customer interacts with Customer’s call center agent, that one EDR may include any signals that Customer or Medallia-certified professional services have configured about that interaction (e.g., the end-customer’s survey response and video comment, and the agent’s own notes about the call). To validate Customer’s actual EDR volume against the tier of EDRs purchased in an Order Form, a new EDR created in a rolling 12 month period is counted as one EDR.

### 3. PLATFORM

#### A. Experience Data Record Sources

##### Web-Based

Customers can capture feedback through feeded surveys, unique web form survey links generated based on invitation file data provided to Medallia by Customer to trace responses back to individual end-customers or employees. Feeded surveys can be distributed through MEC by email or exported to Customer for other modes of distribution. Alternatively, Customers can generate a feedless open web form survey link without a unique identifier or invitation file data. Web-based surveys are supported on the most recent stable releases of Firefox, Chrome, Safari, and Microsoft Edge. **“Survey Email Masking”** allows Customer to rebrand the ‘From’, ‘Reply-to’ and ‘Return-path’ email domains to a Customer-owned domain using sender policy framework, replacing ‘@medallia.com’ with ‘@[insert]’.

##### Digital Feedback

**“Digital Feedback”** allows Customers to capture end-users’ feedback proactively on their digital properties using triggering rules (**“Digital Survey Intercept”**) and passively via button, hyperlinked text, or embedded survey form. Digital Feedback for websites gathers feedback on a Customer’s website via JavaScript for the latest major release of the following web-browsers: Google Chrome, Firefox, Safari, and Microsoft Edge. Digital Feedback in-app gathers feedback from within a Customer’s mobile application as downloaded from the App Store or Google Play store via a software development kit (**“SDK”**) or developer toolkit and APIs. The SDK also allows end-customers to post app ratings in the App Store or Google Play store. The SDK supports only the environments stated in our most up-to-date integration documentation. Updates will be made available within a commercially reasonable period of time following the general availability release of new Android and iOS versions. The relevant SDK versions will be updated on a regular release cadence with product enhancements and new functionality to benefit Customers by capturing end-users’ feedback. Outdated versions of the SDK will be designated as “deprecated” when enhancements and bug fixes will not be made any more and “terminated” where the SDK itself is no longer technically supported for Customer use. It is Customer’s responsibility to upgrade to supported SDK versions on a regular basis and Medallia will not be held accountable or liable for any unsupported SDK.

**Digital Feedback for connected devices** provides a developer toolkit and APIs to integrate proactive and passive feedback within Customer’s internet-connected devices. Customers are responsible for design and implementation of the end-customer user engagement interface with our developer toolkit and APIs. Digital Feedback for web-based software applications gathers feedback via JavaScript or developer toolkit and APIs within internal sites and systems (e.g., intranets, customer-built technologies, or customer-administered third-party software applications such as CRM, HRIS, and Service Management). To leverage all Digital Web-Based Software Application capabilities, Customers must have full codebase access and/or the ability to install web browser extensions. Customer is responsible for design and implementation of the end-customer user engagement interface for mobile application, host device (e.g., smart home assistant or appliance), and software application if using developer toolkit and APIs. Digital Feedback data is integrated into MEC standard reports per default and includes digital health check analytics which captures engagement and conversion metrics related to surveys such as invites shown, accepted, and feedback submitted for website, SDK, and browser extension deployments.

If Customer’s IT team requires Customer-side hybrid or dynamic hybrid hosting of the digital software for Customer’s website, Customer must: (1) deploy the latest Medallia-provided package on the Customer’s website, and (2) update the package at least every ninety (90) days to remain current with Medallia-supported functionality. Medallia may deploy multiple releases during a ninety (90) days period to fulfill customer demands. Customer understands that failure to inform Medallia of the hybrid or dynamic hybrid hosting requirement promptly, or failure to update the package in a timely manner can result in loss of functionality or poor performance with survey functionality. Medallia cannot guarantee backwards compatibility beyond ninety (90) days of the release of Digital Feedback software.

## Social

“**Social**” allows Customers to manage their end-customer feedback that is provided on certain social media and review sites. Customers can collect feedback from various social media and review sites. Because this kind of feedback relies on third-party social media sites that are outside of Customer’s or Medallia’s control, the accessibility and volume of feedback content coming through Social cannot be guaranteed. Medallia does not own and cannot convey any rights in such content. Customers are advised to access and use content from social media and review sources in compliance with the terms of use set by the source of such content, and any use of such content outside of MEC is at Customer’s own risk. Each social post, review, and response or comment to a post will generate a new EDR. “**Promote**” allows end-customers to directly post their feedback to social media and review sites from web-based surveys. Promote does not allow for selective solicitation of social media feedback from promoters; for example, Customers cannot show Promote only to end-customers with high scores.

## Message-Based

Customers can engage their end-customers using mobile messaging interactions as part of their end-customer experience feedback programs. “**Message-Based**” surveys support the use of third-party messaging platforms, like SMS and Facebook Messenger, which have integrated with the Message Connector API. Medallia does not control terms and cannot guarantee the continued availability of any third-party messaging platform. Message transport fees, including but not limited to, SMS, number provisioning, leading, voice minutes, etc. are not included.

## Speech

“**Speech**” is an AI-driven software-as-a-service (“**SaaS**”) solution that enables Customer to generate speech-to-text insights from Customer’s recorded telephony-based communications such as call center interactions, Interactive Voice Response (“**IVR**”) feedback, or other interactions.

Speech supports specific languages, such as English, Spanish (North American), and French (Canadian), among others.

## Medallia Agile Research

“**Medallia Agile Research**” is a SaaS market research platform accessed via MEC that allows authorized users in a Customer’s organization (a “**User**”) to create survey projects and distribute them to gather survey data. A Medallia Agile Research survey response is counted as an Experience Data Record when the survey participant (“**Respondent**”) either completes the whole survey or partially completes the survey by proceeding to the next page of the survey. EDR from Medallia Agile Research will be stored in the Medallia Agile Research database. Access to Medallia Agile Research may require acknowledgement of additional terms for MEC Subscriptions on an Order Form effective prior to June 1, 2024.

Medallia Agile Research has integrated technology from a third party panel vendor allowing Customer to purchase a third-party panel within Medallia Agile Research, specifying a target audience for Customer’s Medallia Agile research surveys (the “Medallia Agile Research Targeted Panel Manager”). The applicable Documentation for the Medallia Agile Research Targeted Panel Manager can be found at [product-descriptions.medallia.com](https://product-descriptions.medallia.com) (password: MedalliaProducts).

## Data Feeds and Integrations

MEC includes a broad set of general purpose capabilities to bring data into and out of MEC.

- **Application Programming Interfaces (“APIs”).** APIs provide a vendor-neutral, web-based method for data connectivity between MEC and external applications and data sources. MEC has multiple APIs providing both inbound and outbound real-time data connectivity.
- **Data Import.** Medallia’s “**Auto Importer**” tool provides the ability to configure and run import feeds on an ad hoc or a scheduled/recurring basis, along with providing ETL (extract, transform, and load) capabilities for

validating, cleansing and mapping data for use in a variety of MEC processes. “**Data Feeds**” receive or collect data from the external, Customer source, and then pass the data to MEC:

- FTP feeds and SFTP feeds receive files from Customer using file transfer protocol (FTP).
  - Email feeds receive data in emails sent to MEC. The data can be in the body, included as an attachment, or both.
  - Feed pulls retrieve the data from Customer's server using FTP or SFTP.
  - Web feeds use an API-based request to submit data to MEC.
- **Data Export.** Exporting gathers data within MEC and converts it into a format to be read externally or loaded into external applications. This data is typically used in additional analysis, quality assurance, and integration with external systems, and is exported through a scheduler in batch files. “**Omni Exporter**” is a configurable API-based mechanism for sending HTTP requests to Customer’s external systems. Unlike batch exports, which always run on a schedule, Omni Exporter can be configured to trigger based on data changes in MEC (e.g., update to alert status), synchronizing program data within MEC with data stored in Customer’s external systems.
  - **One Time Historical Data Import.** For each newly-provisioned MEC environment, Customer may import a number of historical EDR equal to twice the annual EDR tier (e.g. if Customer has purchased 10,000 EDR, Customer may import at no cost up to 20,000 historical EDR). May require Customer to purchase additional implementation services.

Pre-built API-based import and export integration with other third-party software providers “**Data Connectors**” are provided when available.

Medallia also offers pre-built “**Partner Packaged Integrations**” workflows with other leading third-party software providers that can be purchased as add-ons, described in Section 4.

## **B. Platform Features**

### **Reporting Application**

MEC includes access to Medallia’s online analytics, insights, and reporting tool (the “**Reporting Application**”), which enables a User to read EDR and view trends and performance indicators. Each Reporting Application includes unlimited User access. Unless otherwise stated in the agreement or an Order Form between Medallia and Customer, EDR and other records more than three (3) years old are subject to deletion by Medallia.

Access to the Reporting Application is supported on the most recent stable releases of Firefox, Chrome, Safari, and Microsoft Edge and supports single sign-on integration using SAML 2.0. Standard web-based reporting module data can be exported as a PDF, XLS, SPSS or CSV files. “**Medallia Mobile**” reporting applications are available for Users to download in the App Store and Google Play. Each Reporting Application includes 1 “**Sandbox**”, a copy of the production Reporting Application, used for testing configuration. “**Hardware Security Module (HSM)**” allows for Customer’s unique “**Bring Your Own Key (BYOK)**” field level encryption key to optionally be stored on a dedicated hardware device with added security features. The key is used to encrypt customer PII data on the field-level within the database.

Within the Reporting Application, Users can be organized into reporting roles, each with common dashboards, reports, and configurable access permissions. Both the web version of the Reporting Application and the Medallia Mobile app feature dashboard displays with dynamic filtering and segmentation that allows Users to analyze datasets and individual feedback. The “**Medallia Voices**” app provides access to snapshots of individual feedback responses.

Through the Reporting Application, Users can get automated “**Alerts**”. Alerts are triggered by data meeting rule conditions such as a certain score (e.g., a survey response score below a certain threshold) or text-based topic. These

Alerts will be routed to Users based on the organization hierarchy or invitation file fields (e.g., the front-line manager associated with the survey response) to help Customer triage end-customer or employee issues. Users can also access a comprehensive view of individual end-customer **“Profiles”**.

Social also enables Customers to respond to their end-customers’ feedback on certain sites either by directing users to those sites or directly from the Reporting Application.

## **Text Analytics**

**“Text Analytics”** features use non-generative artificial intelligence (**“Non-Gen AI”**) to facilitate the analysis of large volumes of survey comments or other text-based data in MEC.

- **Topics and Themes.** Text-based responses can be organized according to topics and themes. Topics are sets of words and word combinations created within the Text Analytics library and used to capture significant ideas or intent. Themes are machine-generated categories based on language patterns found in text data. Supported languages: Arabic, Chinese (Traditional and Simplified), Czech, Dutch, English, French, German, Greek, Hebrew, Hungarian, Italian, Japanese, Korean, Norwegian, Polish, Portuguese, Romanian, Russian, Spanish, Swedish, and Turkish.
- **Sentiment.** Sentiment analysis processes text-based data to detect positive or negative end-customer sentiment. Supported languages: Arabic, Chinese (Traditional and Simplified), Czech, Dutch, English, French, German, Greek, Hebrew, Hungarian, Italian, Japanese, Korean, Polish, Portuguese, Romanian, Russian, Spanish, and Swedish.
- **Action Intelligence.** Action intelligence streamlines action-oriented workflows using pre-trained machine learning models. Action Intelligence may include **“Attention”** scoring to identify respondents needing immediate attention (supported languages: English, German, and Spanish), **“Effort”** scoring to identify high-friction interactions and experience bottlenecks (supported languages: Chinese (Traditional and Simplified), Czech, English, French, German, Italian, Japanese, Portuguese, Russian, and Spanish); **“Recognition”** to acknowledge contribution of an individual or team (supported languages: Chinese (Traditional and Simplified), Czech, English, French, German, Italian, Japanese, Portuguese, Russian, and Spanish), and **“Suggested Actions”** to surface impactful ideas from end-customer feedback (supported languages: Chinese (Traditional and Simplified), English, French, German, Japanese, Portuguese, and Spanish).

Text provided in more than one language can be processed using either Non-Gen AI machine-learning translation or native language processing capabilities for those languages MEC supports. The quality of the results can vary depending on the source and language of the text-based data. Each Reporting Application is limited to up to 1 billion annual Google machine translated characters.

## **Video Feedback Capture and Analytics (powered by Medallia Video)**

**“Video Feedback Capture”** is a software-as-a-service video signal platform that allows Customer to capture video feedback through Web-Based and Digital Feedback surveys. Video comments are captured as part of the survey response EDR.

Once captured, MEC uses Non-Gen AI to automatically transcribe the audio and analyze sentiment of the transcribed text within the video. Users can search across content, analyze, and create showreels to download .mp4 or share with other Users on MEC. Video is stored in accordance with applicable laws and regulations (e.g., GDPR), but no longer than two (2) years and can be downloaded and deleted by Users at any time within the two (2) years it is stored.

Video analytics includes unlimited role-based User access to LivingLens’ platform with configurable look and feel. Platform configuration includes **“Facial Blurring”**, the ability to automatically blur faces or entire video images as well as a Non-Gen AI powered speech to text process for the following languages: Arabic, Bulgarian, Catalan, Mandarin

Chinese (Traditional and Simplified), Czech, Danish, Dutch, English, Finnish, French, German, Greek, Hindi, Hungarian, Italian, Japanese, Korean, Latvian, Lithuanian, Norwegian, Polish, Portuguese (Europe), Portuguese (Brazil), Romanian, Russian, Slovak, Slovenian, Spanish, and Swedish.

### **Speech Analytics**

Speech analytics uses Non-Gen AI to automatically generate transcripts from the Customer’s audio data and additional metadata attributes, and provide transcripts and analysis of that data. This analysis provides Customers information on customers and agents, including emotions scoring and acoustic gender identification. Additional functionalities include redaction capabilities to remove unwanted sensitive information, confidence scoring to measure call quality, and punctuation and number conversion to improve analytics. Customer audio will be stored for 30 days.

## **C. Generative AI Features**

These features are only included if Customer’s MEC Subscription is Medallia Experience Cloud Gen AI - Annual Experience Data Record Tier and Customer and Medallia have executed terms governing the use of Generative AI Features. Generative AI Features only work with English-language records, and may not be generally available in all data centers.

### **Smart**

### **Response**

“**Smart Response**” is a generative AI feature that generates an initial personalized, context-based e-mail response to an end-customer for English email surveys. Smart Response may be configured and managed by Customer, using self-admin capabilities. Generally available updates may be applied to Customer-created responses.

Smart Response keeps a copy of the initially-generated response prior to any edits made by a User (an “**Initial Response**”). Initial Responses more than ninety (90) days old are subject to deletion by Medallia.

### **Intelligent Summaries**

“**Intelligent Summaries**” is a generative AI feature that summarizes transcripts from Medallia Speech or chat/audio transcripts from Data Imports. Summaries are available in modules that show comment responses within the Reporting Application. Intelligent Summaries is only available for Data Imports created after Intelligent Summaries is enabled and configured within Customer’s MEC instance.

### **Root Cause Assist** BUILT WITH LLAMA

“**Root Cause Assist**” is a generative AI-powered feature embedded within MEC Reporting Application that analyzes Customer Data through purpose built workflows, generating a summary and report of key drivers affecting relevant metrics, topics, and segmentations, enabling faster time to insight for Users. Root Cause Assist supports role-based configuration of data elements to evaluate in generating summaries, providing tailored outputs by role and is subject to reasonable usage to ensure performance; excessive usage may impact performance and availability.

## **4. ADD-ON FEATURES**

“**Add-On Features**” are optional capabilities that must be purchased separately by Customer in an Order Form if required.

### **A. Partner Packaged Integrations**

**“Partner Packaged Integrations”** workflows enable Customers to connect Medallia to a number of Customer’s existing third-party software tools like Salesforce and ServiceNow, with features like pre-built data connectors, visualizations, Alerts, and actions for use cases common to users of both software platforms. Each Partner Packaged Integration may only be used for the specific third-party software provider product listed in the Order Form. If purchased in an Order Form, the specific Partner Packaged Integrations will be listed along with any additional entitlement limitations (e.g., number of Users).

## **B. Mutual Transport Layer Services (mTLS) for Outbound API Integrations**

**“Mutual Transport Layer Services (mTLS) for Outbound API Integrations”** allows for TLS encryption for Medallia API calls to Customer’s third party system. Each Reporting Application of MEC requires a separate integration.

## **C. Web-Based Survey URL**

**“Web-Based Survey URL Masking”** allows Customer to rebrand the web-based survey domain with a Customer-owned domain, replacing ‘medallia.com’ with ‘[insert].com’.

## **5. COMPLIANCE**

Medallia maintains a written information security program that contains appropriate administrative, technical and physical safeguards to protect data delivered to Medallia by Customer or collected by Medallia on behalf of Customer (**“Customer Data”**), and that comply with SaaS industry standards for security controls. Certain controls applicable to the MEC platform, such as SSAE 16 (SOC 2 Type 2) compliance, may not apply specifically to Speech. Provision of Speech will comply with the agreement between Medalia and Customer, as well as the Speech Privacy Policy available at [https://www.medallia.com/wp-content/uploads/pdf/legal/Medallia\\_Speech\\_Privacy\\_Policy.pdf](https://www.medallia.com/wp-content/uploads/pdf/legal/Medallia_Speech_Privacy_Policy.pdf) or other such website address as may be provided to Customer from time to time. Medallia reserves the right to amend the privacy policy from time to time in its sole discretion.

In providing Speech to a Customer, both parties 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.

**Content:** Customer acknowledges that Medallia does not moderate or pre-check content uploaded by Customer or Customer’s users in connection with Video and is not liable for any content which is posted by Customer or Customer’s users. However, Medallia reserves the right to check content, for example in response to a complaint. Customer assumes sole responsibility for results obtained and conclusions drawn from the use of Video and related documentation. Medallia shall have no liability for any damage caused by errors or omissions in any information, instructions, or scripts provided to Medallia by Customer in connection with Video, or any actions taken by Medallia at Customer’s direction. Customer grants Medallia a non-exclusive, worldwide, limited license to the Customer Data for the purposes of: (i) providing and improving Medallia Products, provided that the improvements are not derived from the use of Personal Data; 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 Responsibilities:** Customer is responsible for ensuring that its use (including use by its users and customers) of Video complies with relevant laws. Customer may not use Video to: (i) access, store, transmit, or distribute any material that: (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing, discriminatory, or racially or ethnically offensive; (b) depicts sexually explicit images; (c) facilitates illegal activity; (ii) send or store material containing software viruses, worms, trojan horses or other harmful computer code, files, scripts,

agents or programs; or (iii) attempt to gain unauthorized access to Video or its related systems or networks. Medallia reserves the right to disable access to any material that breaches the requirements of this clause. If Customer uses Video in breach of this clause, Medallia reserves the right to disable Customer's Video access.

If Customer uses any third-party platforms in its use of the MEC Subscription or services, Customer shall ensure that such use complies with the terms of use of those third-party platforms.

## Exhibit A Service Level Agreement

Medallia will provide Customer with access to the MEC web-based survey taking functionality with at least 99.9% availability per month. Customer shall request Service Credits within 30 days from the qualifying event should Medallia fail to meet this threshold. If requested by Customer, Medallia will provide “**Service Credits**” for the affected functionality in the form of a discount to be applied to MEC fees in the next invoice. In case of bundled offerings, Medallia will provide Customer with pricing details to allow Customer to follow Medallia’s service credit calculation.

<b>Monthly Uptime Percentage</b>	<b>Percentage discount to be applied for that month of the prorated monthly software fees of the affected functionality on Customer’s next invoice</b>
Less than 99.9% but greater than 99.0%	3%
Less than or equal to 99.0% but greater than 98.0%	6%
Less than or equal to 98.0% but greater than 97.0%	9%
Less than or equal to 97.0%	12%

Medallia will report Customer’s most recent “**Monthly Uptime Percentage**”. The Monthly Uptime Percentage is calculated by the following formula:

$$\text{(total number of minutes in the month - total downtime in minutes for that month) / total number of minutes in that month} * 100$$

Monthly Uptime Percentage calculations exclude: (a) up to 36 hours per year of scheduled downtime for system maintenance and upgrades; (b) any downtime due to Customer's network, Customer's certificate, Customer's identity provider, third-party messaging platforms or other third-party services, or any actions, such as configurations, or inactions of Customer or third parties; (c) any downtime that results from any beta or not otherwise generally available products; and (d) any other downtime scenario caused by factors outside of Medallia’s reasonable control and not caused by Medallia. Medallia will provide no less than 14 days notice prior to scheduled downtime, except for emergency updates.

Without prejudice to Customer’s other rights and remedies under the Order Form or the Agreement, Medallia’s total liability for payment of Service Credits in a given month shall not exceed Customer’s total fees paid prorated for the affected month.