MASTER SERVICES AGREEMENT

This Agreement governs your purchase and use of our Services. By accepting this Agreement, either by executing an order form referencing this Agreement or clicking a button indicating your acceptance, you agree to the terms of this Agreement.

This Agreement was last updated on **August 1, 2015**. It is effective between you and SurveyMonkey as of the date that you and SurveyMonkey accepted this Agreement ("**Effective Date**").

Main Terms

1   DEFINITIONS.

"**Customer**" or "**you**" means the customer accepting this Agreement.

"**Customer Data**" means all data (including Personal Data and end user data) that is provided to SurveyMonkey by, or on behalf of, Customer through Customer's use of the Services, and any data that third parties submit to Customer through the Services.

"**Deliverable**" means a report, presentation or other document, or other electronic or tangible work product commissioned by, and developed specifically for, Customer that SurveyMonkey is required to deliver to Customer as part of Project Services.

"**Intellectual Property Rights**" means current and future worldwide rights under patent, copyright, design rights, trade secret, trademark, moral rights, and other similar rights, whether registered or unregistered.

"**MSA**" means the Main Terms portion of this Agreement.

"**Order Form**" means an order form, sales order, sales quote, or similar document referencing and made under this MSA and executed by the parties.

"**Personal Data**" means information relating to a living individual who is, or can be, reasonably identified from information, either alone or in conjunction with other information, within Customer's control and which is stored, collected or processed within one of Customer's SurveyMonkey end user accounts.

"**Privacy Policies**" means the SurveyMonkey Privacy Policy at http://www.surveymonkey.com/mp/privacy-policy/ and other online Service-specific privacy and data use policies, statements, and notices that detail how SurveyMonkey handles Customer Data.

"**Project Services**" means professional services, implementation services, consulting services, or other project-based services. Project Services are not subscriptions.

"**Services**" means the services ordered by Customer on an Order Form.

"**SSTs**" means service-specific terms that apply to specific Services (including subscriptions and Project Services) and that are incorporated into and form a part of this Agreement.

"**SurveyMonkey**" or "**we**" means the SurveyMonkey entity defined in Section 14 (Contracting Entity).

"**SurveyMonkey Background IP**" means Intellectual Property Rights: (a) owned by or licensed to SurveyMonkey as of the Effective Date; (b) developed or acquired by SurveyMonkey after the Effective Date but independent of, and unrelated to, SurveyMonkey's performance of the Services for Customer; or (c) relating to standard products or services offered or provided by SurveyMonkey (including any improvements to those products and services that are made in the course of SurveyMonkey providing its services or products to Customer, but which do not constitute Deliverables).

2   SERVICES.

2.1   Provision of Services. SurveyMonkey will provide the Services to Customer in accordance with this Agreement, including any Order Forms and applicable SSTs. Only those SSTs identified on or through an Order Form or attached to this Agreement will apply.

2.2   Order Forms. The parties may enter into Order Forms under this MSA. Each Order Form forms a part of this Agreement and is subject to the terms of this MSA.

2.3   Third Party Services. If Customer elects to use any non-SurveyMonkey, third party service with the Services (such as a third party's consulting services or a service that uses an application programming interface (API) provided by SurveyMonkey), Customer acknowledges that such third party service might access or use Customer Data and Customer permits SurveyMonkey to allow the third party service provider to access Customer Data as required for the interoperation of that third party service with the Services.

3   SERVICE FEATURES.

3.1   Future Functionality. Customer agrees that its purchases are not contingent on the delivery of any future features or functionality, or dependent on any oral or written public comments made by SurveyMonkey regarding future features or functionality.

3.2   Changes to Services. SurveyMonkey continually changes and improves Services which are provided under the software-as-a-service model. SurveyMonkey may alter or remove functionality from such Services at any time without prior notice, provided that SurveyMonkey will provide the Customer with prior written notice if SurveyMonkey makes a change to the Services resulting in a material decrease in core functionality used by SurveyMonkey's general customer base.

3.3   Customer Success. SurveyMonkey may assign a customer success manager to Customer. The customer success manager may review Customer's use of the Services and the Customer Data for the purpose of assisting Customer to more effectively use the Services, including by providing reporting and usage insight.

4   TYPES OF SERVICES.

4.1   Subscriptions. Services sold as subscriptions are subject to the following terms, unless otherwise agreed on an Order Form:

(a)   Subscription Term. The initial term of each subscription is one year. Subscriptions will automatically renew at the end of each subscription term for additional periods equal to one year, unless either party gives the other written notice of non-renewal at least 30 days before the end of the then-current subscription term.

(b)   Subscription Units Added Mid-subscription Term. An Order Form may be used to add more subscription units (e.g. seats or packages) to a subscription during a subscription term. The per unit pricing for those additional subscription units will be as specified on the Order Form of the underlying subscription (or, absent such specification, at the same per unit pricing as the underlying subscription pricing), prorated for the portion of that subscription term remaining at the time the subscription units are added. Any such additional subscription units will renew or terminate on the same date as the underlying subscription. Subscription units relating to a Service cannot be decreased during a subscription term for that Service.

(c)   Default Type. Each Service is purchased as a subscription unless otherwise specified in an Order Form or indicated given the nature of the Service.

4.2   Project Services. Project Services are subject to the following terms, unless otherwise agreed on an Order Form:

(a)   Project Term. The term of a Project Service ends upon completion of those Project Services, unless earlier terminated.

(b)   Scope of Project Services. SurveyMonkey will provide Project Services to Customer in accordance with an Order Form (which may alternatively be entitled a "Statement of Work"), including any specifications, timetables, and acceptance criteria and procedures described therein.

(c)   Ownership of Deliverables. Customer will own all Intellectual Property Rights in any Deliverables, and SurveyMonkey hereby assigns all Intellectual Property Rights in any Deliverables to Customer. Notwithstanding the foregoing, nothing in this Agreement will assign or vest ownership of any SurveyMonkey Background IP from SurveyMonkey to Customer. Customer grants SurveyMonkey and its affiliates a worldwide, royalty-free, non-exclusive license during the Term to use, reproduce, distribute, modify, and adapt the Deliverables for the purpose of providing the Services to Customer in accordance with this Agreement.

5   **FEES.**

5.1   Fees. Customer will pay to SurveyMonkey all applicable fees for the Services specified in each Order Form. Except as otherwise specified in this Agreement or prohibited by applicable law, payment obligations are non-cancelable and fees paid are not refundable.

5.2   Invoicing and Payment Terms. Unless otherwise agreed in an Order Form:

(a)   fees for subscriptions will be invoiced in advance of the applicable Services being provided and in accordance with any invoicing schedule or billing frequency specified in an Order Form;

(b)   fees for Project Services will be invoiced upon execution of the applicable Order Form, unless an invoicing schedule is specified on that Order Form for such Project Services, in which case that invoicing schedule will apply;

(c)   overage fees will be invoiced in arrears to Customer on a monthly basis. Overage fees include the fees associated with the Customer using a number of end user seats during a subscription term that exceeds the number of seats that Customer purchased at the start of that subscription term; and

(d)   invoices are due for payment by Customer within 30 days of the invoice date.

5.3   Taxes. All amounts payable by Customer under this Agreement are exclusive of any applicable taxes, levies, duties, or similar governmental assessments of any nature (including value-added, sales, use, and withholding taxes, but excluding taxes based on SurveyMonkey's income, property, or employees) ("**Taxes**") that may arise in connection with Customer's purchases under this Agreement. If any such Taxes arise, Customer will pay such Taxes in addition to all other amounts payable under this Agreement, unless Customer provides SurveyMonkey with a valid tax exemption certificate or other documentary proof, issued by an appropriate taxing authority, that no tax should be charged. If Customer is required by law to withhold any Taxes from its payments to SurveyMonkey, Customer must provide SurveyMonkey with an official tax receipt or other appropriate documentation to support such payments.

5.4   Currency. Unless otherwise specified on an Order Form, all monetary amounts in this Agreement are denominated in United States dollars. Fee payments by Customer must be received by SurveyMonkey in the same currency as such fees were billed.

5.5 <u>Overdue Payments</u>. SurveyMonkey may charge Customer interest on overdue payments at the rate of 1.5% per month (or the highest rate permitted by law, if less) on the amount overdue. If any payment becomes overdue, SurveyMonkey may condition future subscription renewals and Order Forms on payment terms shorter than previously offered to Customer. If any amount owed by Customer is overdue by 30 days or more, SurveyMonkey may accelerate all of Customer's unpaid fee obligations under this Agreement and limit functionality or suspend provision of Services to Customer until such amounts are paid in full.

6 CUSTOMER OBLIGATIONS.

6.1 <u>Customer Responsibilities</u>.

(a) <u>Account Security</u>. Customer is responsible for maintaining the confidentiality of its own passwords and any other credentials used by it and its end users to access the Services. Customer will use commercially reasonable efforts to prevent unauthorized use of the Services and will terminate any unauthorized use of which it becomes aware. Customer will notify SurveyMonkey promptly if Customer becomes aware of any unauthorized access to its accounts.

(b) <u>End User Activities</u>. Customer is responsible for ensuring that its end users comply with this Agreement. Customer, and not SurveyMonkey, is responsible for the acts of its end users and any activity occurring in its end user accounts (other than activity that SurveyMonkey is directly responsible for which is not performed in accordance with Customer's instructions).

(c) <u>One Individual per Account</u>. End user accounts and passwords may not be shared and may only be used by one individual per account.

6.2 <u>Restrictions</u>. Unless otherwise agreed by SurveyMonkey in writing, Customer will not:

(a) sell, resell, or lease any Service without SurveyMonkey's authorization;

(b) reverse engineer any Service, nor assist anyone else to do so, to the extent such restriction is permitted by law;

(c) probe, scan, or test the vulnerability or security of the Services or of any SurveyMonkey system or network, without SurveyMonkey's prior written consent;

(d) use the Services for activities where use or failure of the Services could lead to physical damage, death, mental harm, or personal injury;

(e) use the Services to store or transmit code, agents, programs, or links to such materials that are intended to do harm, including viruses, worms, Trojan horses, and malware;

(f) use the Services to commit an unlawful activity, including storing or transmitting infringing, defamatory, or otherwise unlawful or tortious material;

(g) engage in abusive or excessive usage of the Services, which is usage significantly in excess of average usage patterns that adversely affects the speed, responsiveness, stability, availability, or functionality of the Services for other users; or

(h) provide any person under the age of 13 with access to the Services.

6.3 <u>Acceptable Use Policies</u>. Customer will comply with all policies located at http://www.surveymonkey.com/mp/policy that are applicable to the Services ("**Online Policies**"). For example, the Survey Content Policy describes what content is permitted to appear in customer surveys. SurveyMonkey may update the Online Policies from time to time, provided that such updates will apply to SurveyMonkey's general customer base and will not single Customer out.

6.4 <u>Third Party Requests</u>. The parties may from time to time receive a request from a third party for records related to Customer's use of the Services, including information in a Customer end user account or identifying information about a Customer end user ("**Third Party Request**"). Third Party Requests include search warrants, subpoenas, and other forms of legal process.

Customer is responsible for responding to Third Party Requests via its own access to the information, and will only contact SurveyMonkey if Customer is unable to obtain such information after diligent efforts. If SurveyMonkey receives a valid Third Party Request then, to the extent permitted by law, SurveyMonkey:

(a) may inform the third party issuing such request that it should pursue the request directly with Customer; and

(b) will: (i) promptly notify Customer of the Third Party Request; (ii) cooperate, at Customer's expense, with Customer's reasonable requests regarding Customer's efforts to oppose a Third Party Request; and (iii) after providing Customer with an opportunity to respond to or oppose the Third Party Request, SurveyMonkey may fulfill that request if we determine that we are required or permitted by law to do so.

6.5 <u>Specific Regulations</u>. If Customer's use of the Services requires Customer to comply with industry-specific regulations applicable to such use, Customer will be solely responsible for such compliance, unless SurveyMonkey has agreed with Customer otherwise. Customer may not use the Services in a way that would subject SurveyMonkey to those industry-specific regulations without obtaining SurveyMonkey's prior written agreement. For example, you may not use the Services to collect, protect, or otherwise handle "protected health information" (as defined in 45 C.F.R. §160.103 under United States federal regulations) without entering into a separate business associate agreement with SurveyMonkey that permits you to do so. Customer may be required to purchase additional Services from SurveyMonkey to address particular regulatory requirements applicable to Customer's business.

6.6 <u>Embargoes</u>. Customer represents and warrants that it is not barred by any applicable laws from being supplied with the Services. The Services may not be used in any country that is subject to an embargo by the United States or European Union

applicable to the Services. Customer will ensure that: (a) its end users do not use the Services in violation of any export restriction or embargo by the United States; and (b) it does not provide access to the Services to persons on the U.S. Department of Commerce's Denied Persons List or Entity List, or the U.S. Treasury Department's list of Specially Designated Nationals.

6.7 <u>Suspension of Services</u>. SurveyMonkey may limit or suspend the Services from time to time at our discretion (for example, to perform scheduled maintenance or to stop a violation of Section 6.2 (Acceptable Uses) or our Online Policies). If the circumstances reasonably permit, SurveyMonkey will give Customer reasonable advance notice of any limitation or suspension so that Customer can plan around it, or address the issue that has prompted SurveyMonkey to take such action. There may be some situations, such as security emergencies, where it is not practicable for SurveyMonkey to give such advance notice. SurveyMonkey will use commercially reasonable efforts to narrow the scope and duration of the limitation or suspension as is needed to resolve the issue that prompted such action.

7 SECURITY AND PRIVACY.

7.1 <u>Security</u>. SurveyMonkey has implemented and will maintain appropriate technical, physical, and organizational measures intended to protect Customer data against unauthorized or unlawful processing and against accidental loss of, or damage to, such Customer Data.

7.2 <u>Privacy Policies</u>. Customer consents to all applicable SurveyMonkey Privacy Policies, including to the transfer, processing, and storage of Customer Data in accordance with such Privacy Policies. Nothing in this Agreement will prevent SurveyMonkey from using or disclosing Customer's Confidential Information in any manner permitted by SurveyMonkey's Privacy Policies.

7.3 <u>Data Protection</u>. Where SurveyMonkey is processing Personal Data for Customer, SurveyMonkey will:

(a)   only do so in accordance with Customer's instructions, to provide the Services to Customer, and for purposes consistent with providing the Services and in accordance with the Privacy Policies. This Agreement constitutes an instruction to SurveyMonkey for the purpose of any processing of Customer's Personal Data and Customer consents to any transfer, processing, and storage of Customer's Personal Data undertaken in accordance with such Privacy Policies and applicable law; and

(b)   not store Customer's Personal Data for longer than is necessary for the purpose of providing the Services to Customer, and will otherwise only retain Customer's Personal Data as required for legitimate business purposes (with respect to billing information), to comply with applicable laws and regulations, and as may be kept in routine backup copies made for disaster recovery purposes.

8 INTELLECTUAL PROPERTY.

8.1 <u>Customer IP</u>. As between the parties, the Customer retains ownership of all Intellectual Property Rights in the Customer Data. This Agreement does not grant SurveyMonkey any licenses or rights to the Customer Data except for the following:

(a)   Customer grants SurveyMonkey and its affiliates a worldwide, royalty-free, non-exclusive, limited license to use, host, copy, transmit, modify, display, and distribute Customer Data only for the limited purpose of providing the Services to Customer and the purposes described in the Privacy Policies.

(b)   If Customer provides SurveyMonkey with feedback about the Services, SurveyMonkey may use that feedback and incorporate it into our products and services without any obligation to Customer.

8.2 <u>SurveyMonkey IP</u>. As between the parties, SurveyMonkey retains ownership of the Services and all related Intellectual Property Rights. No licenses or rights are granted to Customer by SurveyMonkey other than as expressly provided for in this Agreement. Except as permitted by SurveyMonkey's brand and trademark use policies, this Agreement does not grant the Customer any right to use SurveyMonkey's trademarks or other brand elements.

8.3 <u>Customer Lists</u>. SurveyMonkey may identify Customer by name and logo as a SurveyMonkey customer on SurveyMonkey's website and on other promotional materials. Any goodwill arising from the use of Customer's name and logo will inure to the benefit of Customer.

9 CONFIDENTIALITY.

9.1 <u>Definition</u>. "**Confidential Information**" means information disclosed by a party ("**Discloser**") to the other party ("**Recipient**") in connection with the use or provision of the Services that is either marked as confidential or would reasonably be considered as confidential under the circumstances. Customer's Confidential Information includes Customer Data. SurveyMonkey's Confidential Information includes the terms of this Agreement and any security information about the Services. Despite the foregoing, Confidential Information does not include information that: (a) is or becomes public through no fault of the Recipient; (b) the Recipient already lawfully knew; (c) was rightfully given to the Recipient by an unaffiliated third party without restriction on disclosure; or (d) was independently developed by the Recipient without reference to the Discloser's Confidential Information.

9.2 <u>Confidentiality</u>. The Recipient will: (a) protect the Discloser's Confidential Information using commercially reasonable efforts; (b) use the Discloser's Confidential Information only as permitted by this Agreement, including to exercise the Recipient's rights and fulfill the Recipient's obligations under this Agreement; and (c) not disclose the Discloser's Confidential Information without the Discloser's prior consent, except to affiliates, contractors, agents, and professional advisors who need to know it and have agreed in writing (or, in the case of professional advisors, are otherwise bound) to keep it confidential on terms comparable to those under this Section. The Recipient may disclose the Discloser's Confidential Information when and to the extent required by law or legal process, but only after the Recipient, if permitted by law, uses reasonable efforts to notify the other party.

10 WARRANTIES.

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

10.2 Disclaimers. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER SURVEYMONKEY NOR CUSTOMER MAKES WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SURVEYMONKEY PROVIDES THE SERVICES ON AN "AS IS" BASIS AND, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, MAKES NO REPRESENTATIONS REGARDING THE AVAILABILITY, RELIABILITY, OR ACCURACY OF THE SERVICES, OR REGARDING ANY CUSTOMER DATA OR CONTENT IN AN END USER ACCOUNT.

11 INDEMNITIES.

11.1 By SurveyMonkey. SurveyMonkey will indemnify, defend, and hold harmless Customer from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim that the SurveyMonkey technology used to provide the Services to Customer infringes any copyright, U.S. patent, trademark or trade secrets of such third party. However, in no event will SurveyMonkey have any obligations or liability under this Section arising from: (a) use of any Services in a modified form or in combination with materials not furnished or authorized by SurveyMonkey; or (b) any content or data provided by the Customer, end users, or third parties.

11.2 By Customer. Customer will indemnify, defend, and hold harmless SurveyMonkey from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim regarding or in connection with: (a) Customer Data (including claims that Customer Data infringes or misappropriates a third party's Intellectual Property Rights or violates applicable law); or (b) Customer's use of the Services in breach of this Agreement.

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

11.4 Indemnity Procedures. A party seeking indemnification under this Agreement will promptly notify the other party of the claim and reasonably cooperate with the other party in defending the claim. If permitted by applicable law, the indemnifying party will have full control and authority over the defense, except that: (a) any settlement requiring the indemnified party to admit liability, perform any act or to pay any money will require that indemnified party's prior written consent (such consent not to be unreasonably withheld or delayed); and (b) the indemnified party may join in the defense with its own counsel at its own expense. THE INDEMNITIES IN THIS AGREEMENT ARE A PARTY'S SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT FOR VIOLATIONS BY THE OTHER PARTY OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

12 **LIABILITY.**

12.1 Exclusion of Certain Liability. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR: (A) ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, OR (B) LOSS OF USE, DATA, BUSINESS, REVENUES, OR PROFITS (IN EACH CASE WHETHER DIRECT OR INDIRECT), EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

12.2 Liability Cap. TO THE EXTENT PERMITTED BY APPLICABLE LAW, SURVEYMONKEY'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED THE LESSER OF (A) THE AMOUNTS PAID BY CUSTOMER TO SURVEYMONKEY UNDER THIS AGREEMENT DURING THE 12 MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY; AND (B) US$100,000.

12.3 Exceptions to Limitations. Section 12.1 (Exclusion of Certain Liability) will not apply to violations of a party's Intellectual Property Rights by the other party nor to indemnification obligations under this Agreement. Section 12.2 (Liability Cap) will not limit Customer's obligation to pay any fees or costs under this Agreement.

13 TERM AND TERMINATION.

13.1 Term of Agreement. The term of this Agreement starts on the Effective Date and terminates 60 days after the date that all Order Forms have terminated ("**Term**").

13.2 Term of Order Forms. The term of an Order Form starts on its effective date and terminates when all Services ordered under it are terminated or completed. For the term of Subscriptions ordered on an Order Form, see Section 4.1 (Subscriptions).

13.3 Termination without Cause. After the first 12 months of the Term, either party may terminate this Agreement for any reason by providing at least 30 days' written notice to the other party.

13.4 Termination for Cause. A party may terminate this Agreement and any Order Form for cause: (a) upon 30 days' written notice to the other party of a material breach if such breach remains uncured at the expiration of such period; or (b) if the other party ceases its business operations or becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, administration, liquidation, or assignment for the benefit of creditors.

13.5   Consequences of Termination of Agreement. If this Agreement terminates, any Order Forms in effect will remain in effect in accordance with their terms, but no new Order Forms may be entered into under this Agreement.

13.6   Consequences of Termination of Order Form.

(a)   Upon termination of an Order Form, Customer will remain liable to pay any fees payable to SurveyMonkey for the period prior to, or any invoices outstanding on, the effective date of termination of that Order Form.

(b)   If an Order Form is terminated by Customer due to SurveyMonkey's material breach, SurveyMonkey will provide Customer with a pro rata refund of any fees prepaid by Customer applicable to the period following the effective date of termination of that Order Form; and

(c)   If an Order Form is terminated by SurveyMonkey due to Customer's material breach, SurveyMonkey will invoice, and Customer will pay, any accrued but unbilled fees and any unpaid fees covering the remainder of the term of that Order Form had it not been terminated.

13.7   Survival. The following Sections will survive termination of this Agreement: 5.3, 5.4, 5.5, and 8 to 15.

14   CONTRACTING ENTITY.

14.1   Contracting Entity Table. In the table below, "Customer Location" refers to where Customer is located (as determined by Customer's business address on the Order Form, if specified) and determines which table row applies to Customer:

Contracting Entity Table			
Customer Location	Contracting Entity	Governing Law	Jurisdiction
United States	**SurveyMonkey Inc.**, a Delaware corporation with Tax ID 37-1581003 located at 101 Lytton Avenue, Palo Alto, CA 94301, United States of America	California	State courts in Santa Clara County, California; Federal courts in the Northern District of California
Brazil	**SurveyMonkey Brasil Internet Ltda.**, a Brazilian company located at Rua Joaquim Floriano, No. 243, Suite 113, Itaim Bibi, 04543-010 São Paulo-SP, Brazil	Brazil	City of São Paulo, Brazil
Anywhere other than the United States or Brazil	**SurveyMonkey Europe**, an Irish company located at 2 Shelbourne Buildings, Second Floor, Shelbourne Rd, Dublin 4, Ireland	Ireland	Ireland

(a)   Contracting Entity. References to "**SurveyMonkey**", "**we**", "**us**", and "**our**" are references to the applicable Contracting Entity specified in Contracting Entity Table. The Services are provided by that contracting entity.

(b)   Governing Law. This Agreement is governed by the laws of the applicable jurisdiction specified in the Contracting Entity Table, without giving effect to any of its conflicts of laws principles.

(c)   Jurisdiction. Except if prohibited by applicable law, in relation to any legal action or proceedings to enforce this Agreement or arising out of or in connection with this Agreement, each party irrevocably submits to the exclusive venue and personal jurisdiction of the courts located in the applicable jurisdiction specified in the Contracting Entity Table.

14.2   Informal Resolution. SurveyMonkey would like to address all disputes without resorting to formal legal proceedings. Before filing a claim, each party agrees to try to resolve a dispute by formally notifying the other party in writing that it wishes to negotiate a dispute. If a dispute is not resolved within 30 days of such notice, either party may bring a formal proceeding.

14.3   No Class Actions. Customer may only resolve disputes with SurveyMonkey on an individual basis and will not bring a claim in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed.

14.4   Attorneys' Fees. In any legal proceeding instituted by a party to enforce this Agreement, the prevailing party shall have the right to collect from the other party the reasonable costs and expenses incurred by the prevailing party in conducting the legal proceeding, including reasonable attorneys' fees and disbursements, and court costs.

15   GENERAL.

15.1   Amendments. This Agreement may only be amended if authorized representatives of each party agree in a signed writing.

15.2   Assignment. Customer may not assign this Agreement without SurveyMonkey's prior written consent (such consent not to be unreasonably withheld). SurveyMonkey may assign this Agreement by providing written notice to Customer. However, SurveyMonkey may assign this Agreement without notice to an affiliate or to a successor or acquirer, as the case may be, in connection with a merger, acquisition, corporate reorganization or consolidation, or the sale of all or substantially all of SurveyMonkey's assets or of the SurveyMonkey business line to which the subject matter of this Agreement relates. Any other attempt to transfer or assign is void.

15.3   Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will comprise a single instrument. This Agreement may be delivered by facsimile or electronic document format (e.g. PDF), and facsimile or electronic copies of executed signature pages will be binding as originals.

15.4   Entire Agreement. This Agreement (including any documents incorporated herein by reference to a URL or otherwise, and any Order Form prepared for the Customer by SurveyMonkey), constitutes the entire agreement between Customer and SurveyMonkey and it supersedes any other prior or contemporaneous agreements or terms and conditions, written or oral, concerning its subject matter. Any terms and conditions appearing on a purchase order or similar document issued by Customer do not apply to the Services, do not override or form a part of this Agreement, and are void.

15.5   Force Majeure. Neither SurveyMonkey nor Customer will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, governmental action, or internet disturbance) that was beyond the party's reasonable control.

15.6   Independent Contractors. The relationship between SurveyMonkey and Customer is that of independent contractors, and not legal partners, employees, joint venturers, or agents of each other.

15.7   Interpretation. The use of the terms "includes", "including", "such as" and similar terms, will be deemed not to limit what else might be included.

15.8   No Waiver. A party's failure or delay to enforce a provision under this Agreement is not a waiver of its right to do so later.

15.9   Notices.

(a)   Providing Notice. All notices must be in writing and will be deemed given when: (i) personally delivered, (ii) verified by written receipt, if sent by postal mail with verification of receipt service or courier, (iii) received, if sent by postal mail without verification of receipt, or (iv) verified by automated receipt or electronic logs if sent by email.

(b)   Notices to SurveyMonkey. Notices to SurveyMonkey must be sent to SurveyMonkey, 101 Lytton Ave, Palo Alto, CA 94301, USA, marked to the attention of the Legal Department. Email is insufficient for providing non-routine legal notices (including indemnification claims, breach notices, and termination notices) ("**Non-Routine Legal Notices**") to SurveyMonkey. Customer may grant approvals, permission, extensions, and consents by email.

(c)   Notices to Customer. Notices to Customer may be sent to the email address associated with Customer's designated primary administrator for the relevant Service ("**Primary Admin**"). Billing-related notices (including notices of overdue payments) may be sent to the relevant billing contact designated by Customer. Notices to end users of the Services may be sent to the email address associated with that end user's account.

(d)   Keep Contact Details Current. Customer and its end users must keep the contact details associated with their user accounts and billing contacts current and accurate, and notify SurveyMonkey in writing of any changes to such details.

15.10   Precedence. If any conflict exists among the following documents, the order of precedence will be: (1) the applicable Order Form, (2) the applicable SSTs, and (3) this MSA. Any terms set forth under a "Special Terms" heading in any of the foregoing documents will take precedence over any other terms to the contrary in that document.

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

15.12   Subcontractors. SurveyMonkey may subcontract the provision of Services without Customer consent. SurveyMonkey will be responsible for the performance of its employees and contractors, and their compliance with SurveyMonkey's obligations under this Agreement, except as may be otherwise specified herein.

15.13   Third Party Beneficiaries. There are no third party beneficiaries to this Agreement. Customer's end users are not third party beneficiaries to Customer's rights under this Agreement.

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16   TERMS FOR CERTAIN CUSTOMERS AND COUNTRIES.

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

16.2   U.S. Government Terms.

(a)   Federal Government Agencies. If Customer is a United States Federal Government Agency, the Amendment located at http://www.surveymonkey.com/mp/policy/terms-of-use-government/ applies to Customer, except that references to the "Agreement" in that Amendment are to be read as references to this Agreement, and references to "Content" will refer to Customer Data.

(b)   Other U.S. Governmental Entities. If Customer is a different type of governmental entity in the United States, the Amendment located at http://www.surveymonkey.com/mp/policy/terms-of-use-state-government/ applies to Customer, except that references to the "TOU" and "Terms" in that Amendment are to be read as references to this Agreement.

16.3   Country-Specific Terms. If you are located in one of the following locations, the terms thereunder apply.

Brazil

BR1. Additional Obligations Concerning End Users. Customer will not provide access to the Services to persons under the age of 16 who are not represented by their parents or guardians, nor to persons aged 16 or 17 who are not assisted by their parents or guardians.

BR2. Third Party Requests. Despite the provisions of Section 6.4 (Third Party Requests), if SurveyMonkey receives a Third Party Request, as addressee, then SurveyMonkey will, at its sole discretion, comply with such request, file the appropriate appeal, or present its clarifications in response to the request. To the extent permitted by law and by the Third Party Request, SurveyMonkey will use commercially reasonable efforts to promptly notify the Customer of SurveyMonkey's receipt of the Third Party Request.

France

FR1. Overdue Payments. Despite anything to the contrary in Section 5.5 (Overdue Payments), overdue payments may result in a penalty at an interest rate equal to 3 times the legal interest rate or the statutory minimum rate, whichever is higher. Additionally, the statutory penalty for collection costs may be payable by the Customer in the event of late payment.

FR2. Media. The limited license the Customer grants to SurveyMonkey under Section 8.1 (Customer IP) allows SurveyMonkey to exploit the Customer Data in any form and on any medium, including paper or digital media such as hard disks and flash drives, and by any means or process, including by wired, wireless, or online transmission of digitized or analog data. The duration of such limited license extends only for the legal term of protection of the intellectual property rights attached to the Customer Data.

Germany

DE1. Specific Works. SurveyMonkey is not obliged to create any specific works for the Customer.

DE2. Liability Provisions. Sections 12.1 (Exclusion of Certain Liability) and 12.2 (Liability Cap) do not apply and are replaced with the following: "SurveyMonkey's liability to you for damages caused by slight negligence will, irrespective of its legal ground, be limited as follows: (a) SurveyMonkey will be liable up to the amount of foreseeable damages typical for this type of contract for a breach of material contractual obligations; and (b) SurveyMonkey shall not be liable for a breach of any non-material contractual obligations nor for the slightly negligent breach of any other applicable duty of care. The foregoing limitations of liability, as well as any other limitations of liability contained in these Terms, will not apply to any mandatory statutory liability, in particular to liability under the German Product Liability Act (*Produkthaftungsgesetz*), and liability for culpably caused personal injuries. Additionally, such limitations of liability will not apply if and to the extent that SurveyMonkey has assumed a specific guarantee. The foregoing shall apply accordingly to SurveyMonkey's liability to the Customer for futile expenses. The Customer and each End User is obliged to take adequate measures to avert and reduce damages."

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