

MEDALLIA MASTER SUBSCRIPTION AGREEMENT (MMSA)

This Medallia Master Subscription Agreement (the “**Agreement**”) is effective as of the last signature on an Order between the parties (the “**Effective Date**”) and is between Medallia, Inc. (“**Medallia**”) and the other signatory to an Order (“**Client**”). 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 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 subscriptions to Medallia Products or Professional Services. Such obligations will be documented in ordering documents that describe the relevant Medallia Products 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 Client through the web browsers and mobile applications specified on the Order and will maintain the hardware and software necessary to provide Medallia Products. Details of the relevant Medallia Products and the applicable service level agreement and support terms will be as set forth in the applicable product and services descriptions (the “**Documentation**”). Medallia will provide Client 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 (45) days from receipt of the warranty notice, then Client may terminate the affected Order at any time within the next thirty (30) days and receive: (i) if the breach notice was received fewer than ninety (90) days after the Effective Date, a refund of applicable 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 Client’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 (45) days from receipt of the warranty notice, then Client may terminate the affected portion of the Order at any time within the next thirty (30) days and receive a refund of

Professional Services fees paid for nonconforming or unperformed Professional Services. This is Client'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 CLIENT'S RIGHT TO SERVICE CREDITS, IF APPLICABLE, FOR A FAILURE TO MEET MEDALLIA'S UPTIME COMMITMENTS, ANY WARRANTY THAT MEDALLIA PRODUCTS AND PROFESSIONAL SERVICES WILL BE ERROR FREE OR UNINTERRUPTED; AND (II) THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

4. USE OF MEDALLIA PRODUCTS

a. General Obligations

Other than using Medallia Products and its functionalities under an Order, Client may not: (i) 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; (ii) use Medallia Products functionality to infringe upon the intellectual property rights of others, or to commit an unlawful activity; and (iii) provide, make available to, or permit individuals other than Client's authorized users, to use or access the Medallia Products, in whole or in part.

b. Compliance Obligations

Client 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. Client will be responsible for ensuring that its use of Medallia Products and the delivery of Client Data to Medallia are allowed under applicable laws, regulations, and agreements. This responsibility includes but is not limited to: (i) ensuring that Client's use of Medallia Products is allowed by applicable law and does not violate any Client privacy policy, terms-of-use or other agreements to which Client is a party; (ii) securing and maintaining any required consents; (iii) ensuring the validity of any Client contact information provided to Medallia; and (iv) timely informing Medallia of opt out requests received after delivery of the Client Data to Medallia. Client 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. Client assumes sole responsibility for results obtained from the use of the Medallia Products and for conclusions drawn or decisions taken from such use, and Client relies on the results obtained from the use of the Medallia Products at their own risk.

c. Third Party Services

If Client integrates, or directs Medallia to integrate, Medallia Products with any third-party service (e.g., another Client managed software solution) Client acknowledges that such third-party service might access, use, or retain Client Data and Client permits the third-party service provider to do so. Medallia shall not be responsible and liable for data transfers to third party services or the Client's use of any such services. If Client uses any third-party service in connection with Medallia Products or uses Medallia Products to link or direct online traffic to third-party websites, Client shall ensure that such use complies with the terms of use of those third-party services.

5. OWNERSHIP AND USE RIGHTS

a. Client Data

As between Client and Medallia, Client retains all right, title and interest in all data delivered to Medallia by Client or collected by Medallia on behalf of Client (the "**Client Data**"), including any personal data as defined by applicable data privacy laws ("**Personal Data**"). Client grants Medallia a nonexclusive, worldwide, limited license to the Client Data for the purposes of: (i) providing and improving Medallia Products and Professional Services, 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 Client 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. Medallia will provide Client with access to Medallia Products as described in the Order during the term of an Order for its internal business purposes. If Client uses a Medallia API or software developer kit ("**SDK**"), Medallia grants Client a non-exclusive, worldwide, limited license for use of such API or SDK for the purpose of enabling Client to use Medallia Products. Client 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. Client grants Medallia a worldwide, perpetual, exclusive, transferable, irrevocable, royalty-free license to use feedback provided by Client to Medallia related to the Medallia Products and agrees that Medallia may incorporate similar development ideas to its products and services from such feedback.

c. Documentation

Medallia owns all right, title and interest in the Documentation and all derivative works thereof. Medallia grants Client a nonexclusive, worldwide limited license to use and copy the Documentation for internal business purposes during the term of an Order.

d. Trademarks

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

e. Reserved Rights

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

6. PAYMENTS

a. Invoicing

Fees due and payable for Medallia Products and Professional Services will be stated on the Order. Client agrees to timely pay all fees. Fees are non-cancelable and non-refundable other than as explicitly stated in this Agreement.

b. Taxes

Invoiced amounts are payable in full, without reduction for transaction taxes (e.g., value added taxes, consumption taxes, goods, and services taxes, GST/HST, excise, sales, use or similar taxes, and withholding taxes). Client is required to pay all such transaction taxes, either directly or by increasing payments to Medallia to offset taxes that Client is required to deduct from payments. If Medallia has a legal obligation to pay or collect such transaction taxes, the appropriate amount will be invoiced to and paid by Client, unless Client provides Medallia with a valid tax exemption certificate.

7. TERM AND TERMINATION

a. Term

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

b. Termination for Cause

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

c. Transfer of Client Data Upon Termination

Upon termination of this Agreement or an Order, Medallia will make Client feedback collected through and, at the time of termination, stored within Medallia Products available for secure download by Client 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 Client Data from Medallia Products.

8. 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 \$5 million.

9. PRIVACY, SECURITY, AND AUDITS

a. Compliance with Data Protection Laws

In processing Personal Data in the Medallia Products and through the Professional Services to Client, Medallia shall comply with relevant obligations under applicable privacy and data protection laws, including 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 (the "CCPA"), and other applicable United States data protection laws at the state level, and implementing national legislation, and Regulation 2016/679 (also known as GDPR). Medallia shall not (i) sell Personal Data as defined under the CCPA, or (ii) retain, use, or disclose Personal Data for any purpose other than for the specific purpose of providing the Medallia products and performing Professional Services. .

b. Data Processing Agreement

To the extent Medallia processes Personal Data of EU data subjects on Client's behalf the following data processing agreement shall apply:

<https://www.medallia.com/wpcontent/uploads/pdf/description/MedalliaDataProcessingAgreement.pdf>.

c. Security Obligations

Medallia shall implement and maintain appropriate technical and organizational security measures to protect Client Data from Security Incidents and to preserve the security and confidentiality of Client Data, in accordance with Medallia's security standards described in Exhibit A (Security Measures).

d. Security Incident Response

Medallia shall respond to Security Incidents as described in Exhibit A.

e. General Performance Audits

Client 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

Certain Medallia Products are 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 Client (or its appointed third-party auditors) to carry out an audit of Medallia's processing of Client Data under this Agreement following: (i) 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 Client 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.

h. Data Collection

Medallia Products enable Client to import and collect a wide range of information about Client's Clients or end users. The types of data that are imported and collected in Medallia Products will be within Client's control and will be specified during implementation and use of each product. Unless approved by Medallia's data protection attorneys, Client shall not configure the 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. This provision shall not apply to Protected Health Information as defined by HIPAA, as long as Client has signed a Business Associate Agreement with Medallia.

10. CONFIDENTIALITY

a. Controlling Statement of Obligations

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

b. Confidential Information

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

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

c. Use and Disclosure Restrictions

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

11. INDEMNIFICATION

a. Intellectual Property Indemnification by Medallia

Medallia will defend Client against claims, causes of action, and investigations by third parties or government agencies and will pay the resulting judgments, fines, settlements, court costs, and attorney's 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 or alteration by Client or the unauthorized use of Medallia Products; (ii) if the alleged infringement arises from a

violation of Client's obligations in this Agreement and Documentation; or (iii) if the alleged infringement arises from the combination or use 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 Client 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 Client may, within thirty (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 Client for third party claims arising from the improper access, use, or disclosure of personally identifiable Client 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 (the "**Data Indemnities**"). To the extent that the Data Indemnities apply to any government agency fines or court judgments, the Data Indemnities only cover the amounts of any such fines or awards under such judgements that are directly attributable by the relevant government agency or court to the failure of Medallia to comply with its obligations under this Agreement and the DPA (where applicable).

c. Indemnification by Client

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

d. Indemnification Requirements and Procedure

The party seeking indemnification (the "**Indemnified Party**") will provide timely notice to the party from which it seeks indemnification (the "**Indemnifying Party**") although untimely notice will relieve the Indemnifying Party of its indemnification obligations only commensurate with actual prejudice suffered as a result) and will provide reasonable assistance to Indemnifying Party at the Indemnifying Party's expense. Except in relation to a claim, cause of action, investigation, or enforcement activity (including any resulting fine) by a government agency under the Data Indemnities, the Indemnifying Party will have sole control over the defense, but the Indemnified Party will have the right to participate at its own cost.

The Indemnified Party shall take reasonable steps to mitigate the amount of any losses suffered as a result of an event that may give rise to a claim by the Indemnified Party against the Indemnifying Party.

The Indemnified Party will not admit liability, nor pay any amounts to third parties, without first obtaining the Indemnifying Party's written consent (such consent to not be unreasonably withheld or delayed).

Where the Indemnified Party makes, or anticipates making, a claim relating to a claim, cause of action, investigation or enforcement activity (including any resulting fine) by a government agency, it must consult with the Indemnifying Party throughout such matter (including by way of provision of relevant documentation and correspondence) and have reasonable regard to any representations made by the Indemnifying Party to the government agency in respect of the matter and keep the Indemnifying Party informed as to the progression of the investigation or enforcement activity. This consultation must be made within sufficient time to enable the Indemnifying Party to respond before any final decision is made.

12. LIMITATION OF DAMAGES AND LIABILITY

a. Limitation of Damages

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

b. Limitation of Liability

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

13. MARKETING

Medallia may include Client's name and logo on Medallia's public Client list. Client agrees to partner with Medallia on comarketing and public relations activities to demonstrate the launch and success of Client's program (e.g., press release, case study, testimonial, video). Client grants Medallia a limited, nonexclusive, worldwide license to use its trademark for these purposes.

14. GENERAL TERMS

a. Authority

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

b. Assignment

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

c. Survival

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

d. Force Majeure

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

e. Independent Contractors

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

f. Severability

If any clause of this Agreement or any part thereof is rendered void or unenforceable by any court or authority of competent jurisdiction, then that clause will be limited to the minimum extent necessary so that this Agreement will otherwise remain in effect.

g. Export Compliance

Client will comply with the export control and economic sanctions laws and regulations of the United States and other applicable jurisdictions. Consistent with that obligation, Client 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.

h. Arbitration, Governing Law, and Forum

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

i. 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.

j. Complete Agreement

Documentation that accompanies the Order constitute part of this Agreement. This Agreement and each Order including relevant Documentation contains the full agreement of the parties (superseding all prior or contemporaneous agreements) and may only be amended by a writing signed by both parties.

Notwithstanding anything to the contrary therein, terms or conditions stated in Client order documentation (e.g., a Client purchase order) will be null and void. 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.

k. Subcontractors

Medallia may utilize subcontractors 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.

l. 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.