

REQUIRED TERMS FOR MEDALLIA MASTER SUBSCRIPTION AGREEMENT

1. PARTIES TO THE AGREEMENT

Client is purchasing its Subscriptions to the Medallia Products from AffinityOS, an authorized reseller. Client is not entering into a contract with Medallia, Inc. ("Medallia") and will have no rights to enforce any obligation under this agreement against Medallia.

2. EXPRESS WARRANTY

Medallia has provided AffinityOS with an express warranty that the Medallia Products will function in a manner consistent with Medallia's published product description as modified from time to time to reflect improvements, additions, and product or feature deprecation.

OTHER THAN THE EXPRESS WARRANTY, MEDALLIA PROVIDES THE MEDALLIA PRODUCTS TO AFFINITYOS FOR RESALE "AS IS," MAKING NO WARRANTY OF ANY KIND EXPRESS OR IMPLIED WITH REGARD TO THE MEDALLIA PRODUCTS, AND DISCLAIMING ALL OTHER WARRANTIES, SUCH AS: (I) ANY WARRANTY THAT THE MEDALLIA PRODUCTS WILL BE ERROR FREE OR UNINTERRUPTED; AND (II) THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

3. USE OF THE MEDALLIA PRODUCTS

a. General Obligations

Other than using the Medallia Products and its functionalities, Client may not copy, modify, distribute, sell, or lease any part of the Medallia Products or included software, or reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions. Client may not use the Medallia Products functionality to infringe upon the intellectual property rights of others, or to commit an unlawful activity (e.g., through survey question content or design).

b. Compliance Obligations

Client will access the Medallia Products only for its internal business purposes and will use industry standard practices to restrict the use of Medallia Products credentials. If Client delivers data to Medallia (e.g., names and contact information for consumers who are to be surveyed by the Medallia Products), Client will be responsible for ensuring that such use is allowed under the law, regulation, and agreements applicable to Client. This responsibility includes for example: (i) ensuring that Client's privacy policy allows for the delivery of such data to Medallia and its use as disclosed to Client by Medallia; (ii) securing and maintaining any required consents; (iii) ensuring the validity of any survey-recipient contact information provided to Medallia; and (iv) timely informing Medallia of opt out requests received after delivery of the data.

c. Third Party Services

If Client integrates the Medallia Products with any non-Medallia-provided third party service (such as a third-party service that uses an API), Client acknowledges that such third-party service might access or use Client's data and Client permits the third-party service provider to access Client's data. Client 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 Client uses any

third-party service or uses the 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.

4. LICENSES

a. Client Feedback

If Client communicates feedback about the features and functionality of the Medallia Products to Medallia, Client will grant Medallia a worldwide, perpetual, irrevocable, royalty-free license to that feedback.

b. Client Trademark

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

5. 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 the 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) listed 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.