

Under the Agreement, SurveyMonkey provides certain services to the Customer that involve SurveyMonkey processing Customer Data (as defined below).

This Data Processing Addendum ("**DPA**") contains certain terms relating to data protection, and security which have been updated to reflect certain requirements of the General Data Protection Regulations ("**GDPR**") which comes into effect on 25 May 2018. This DPA is intended to reflect the parties' agreement with respect to the processing of Customer Data (as defined below) in accordance with the requirements of Data Protection Legislation (as defined below) and to amend the terms of the Agreement accordingly.

1 INTERPRETATION.

1.1 In this DPA the following expressions shall, unless the context otherwise requires, have the following meanings:

"**Article 28**" means article 28 of the General Data Protection Regulation (Regulation (EU) 2016/679).

"**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.

"**Data Protection Impact Assessment**" means a data protection impact assessment as referred to in art 35 of the General Data Protection Regulation (Regulation (EU) 2016/679).

"**Data Protection Legislation**" the Data Protection Acts 1988 and 2003, the Data Protection Directive (95/46/EC), with effect from 25 May 2018 the General Data Protection Regulation (EU) 2016/679, the European Communities (Electronic Communications Networks And Services) (Privacy And Electronic Communications) Regulations 2011, and the the ePrivacy Directive 2002/58/EC and all other applicable data protection or privacy legislation.

"**End Users**" means Customer's employees, agents, independent contractors and other individuals authorized by Customer to access and use the Services, unless otherwise defined in a specific Order Form or SST.

"**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.

"**Effective Date**" means [the date stated at the beginning of this DPA] .

1.2 "**data subject**", "**processing**", and "**processor**" shall have the meanings given to those terms respectively in Directive 95/46/EC (or, with effect from 25 May 2018, in the General Data Protection Regulation (EU) 2016/679).

1.3 All capitalized terms not otherwise defined in this DPA shall have the meanings given to them in the Agreement.

1.4 Any phrase introduced by the terms "other", "including", "include" or any similar expression shall be construed without limitation.

1.5 A reference to a statute or statutory provision is a reference to it as amended, extended, re-enacted or superseded from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.

2 Term

This DPA shall remain in force until such time as the Agreement is terminated or expires.

3 Customer's Obligations

Customer shall ensure and hereby warrants and represents that it is entitled to transfer the Customer Data to SurveyMonkey so that SurveyMonkey may lawfully process and transfer the Personal Data in accordance with this Agreement. Customer shall ensure that relevant data subjects have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable Data Protection Legislation.

4 SurveyMonkey's Obligations

4.1 Privacy Policies. 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 DPA will prevent SurveyMonkey from using or disclosing Customer Data in any manner permitted by SurveyMonkey's Privacy Policies.

4.2 Data Protection. Where SurveyMonkey is processing Personal Data for Customer, SurveyMonkey will:

- (a) only do so on documented Customer instructions and in accordance with applicable law, including with regard to transfers of personal data to a third country or an international organization, and the parties agree that this Agreement and the SurveyMonkey Privacy Policies constitute such documented instructions;
- (b) ensure that all SurveyMonkey personnel involved in the processing of Personal Data have committed themselves to confidentiality;
- (c) make available information necessary for Customer to demonstrate compliance with its Article 28 obligations (if applicable to the Customer) where such information is held by SurveyMonkey and is not otherwise available to Customer through its account and user areas or on SurveyMonkey websites, provided that Customer provides SurveyMonkey with at least 14 days' written notice of such an information request;
- (d) promptly notify Customer of all requests received directly from a data subject of any of the Customer Data in respect of that data subject's Personal Data submitted through the Services;
- (e) not store Customer Data (in a format that permits identification of relevant data subjects) for longer than is necessary for the purposes for which the data is processed save to the extent such retention is required for legitimate business purposes (with respect to, for example, security and billing), in order to comply with applicable laws and regulations and as may otherwise be kept in routine backup copies made for disaster recovery and business continuity purposes; and
- (f) assist Customer as reasonably required (at Customer's expense) where Customer conducts a Data Protection Impact Assessment involving the Services.

5 Sub-processors

5.1 General Authorisation. Customer provides a general authorisation to SurveyMonkey to engage onward sub-processors, subject to compliance with the requirements in this Section 5.

5.2 Sub-Processor List. SurveyMonkey will, subject to the confidentiality provisions of the Agreement:

- (a) upon Customer's request, make available to Customer a list of all SurveyMonkey subcontractors who are involved in processing or sub-processing Personal Data in connection with the provision of the Services ("**Sub-processors**"), together with a description of the nature of services provided by each Sub-processor ("**Sub-processor List**");
- (b) provide Customer with additional information about any Sub-processor on the Sub-processor List that Customer may reasonably request;
- (c) ensure that all Sub-processors on the Sub-processor List are bound by contractual terms that are in all material respects no less onerous than those contained in this Agreement; and

(d) be liable for the acts and omissions of its Sub-processors to the same extent SurveyMonkey would be liable if performing the services of each of those Sub-processors directly under the terms of this Agreement, except as otherwise set forth in the Agreement.

5.3 Notification of Changes. Customer may request that SurveyMonkey provides notifications of new Sub-processors, and if Customer has a reasonable basis to object to SurveyMonkey's use of a new Sub-processor, Customer will notify SurveyMonkey promptly in writing within 15 days after SurveyMonkey has provided notification of the new Sub-processor. SurveyMonkey will use reasonable efforts to make available to Customer a change in the affected Services or recommend a commercially reasonable change to Customer's configuration or use of the affected Services to avoid processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening Customer. If SurveyMonkey is unable to make available such a change within a reasonable period of time, which will not exceed 30 days, Customer may terminate the portion of any Agreement relating to the Services that cannot be reasonably provided without the objected-to new Sub-processor by providing written notice to SurveyMonkey. Such termination will be without a right of refund for any fees prepaid by Customer for the period following termination.

6 Security

6.1 Security Measures. SurveyMonkey has, taking into account the state of the art, cost of implementation and the nature, scope, context and purposes of the Services and the level of risk, implemented appropriate technical and organizational measures to ensure a level of security appropriate to the risk of unauthorized or unlawful processing, accidental loss of and/or damage to Customer Data. At reasonable intervals, SurveyMonkey tests and evaluates the effectiveness of these technical and organizational measures for ensuring the security of the processing.

6.2 Security Incident. If SurveyMonkey becomes aware of any unauthorized or unlawful access to, or acquisition, alteration, use, disclosure, or destruction of, Customer Data ("**Security Incident**"), SurveyMonkey will take reasonable steps to notify Customer without undue delay, but in any event within 72 hours of becoming aware of the Security Incident. SurveyMonkey will also reasonably cooperate with Customer with respect to any investigations relating to a Security Incident with preparing any required notices, and provide any information reasonably requested by Customer in relation to any Security Incident.

7 Audits

7.1 Audits. Customer will provide SurveyMonkey with at least one month's prior written notice of any audit, which may be conducted by Customer or an independent auditor appointed by Customer (provided that no person conducting the audit shall be, or shall act on behalf of, a competitor of SurveyMonkey) ("**Auditor**"). The scope of an audit will be as follows:

(a) Customer will only be entitled to conduct an audit once per year (during the course of a 12 month subscription) unless otherwise legally compelled or required by a regulator with established authority over the Customer to perform or facilitate the performance of more than 1 audit in that same year (in which circumstances Customer and SurveyMonkey will, in advance of any such audits, agree upon a reasonable reimbursement rate for SurveyMonkey's audit expenses).

(b) SurveyMonkey agrees, subject to any appropriate and reasonable confidentiality restrictions, to provide evidence of any certifications and compliance standards it maintains and will, on request, make available to Customer an executive summary of SurveyMonkey's most recent annual penetration tests, which summary shall include remedial actions taken by SurveyMonkey resulting from such penetration tests.

(c) The scope of an audit will be limited to SurveyMonkey systems, processes, and documentation relevant to the processing and protection of Personal Data, and Auditors will conduct audits subject to any appropriate and reasonable confidentiality restrictions requested by SurveyMonkey.

(d) Customer will promptly notify and provide SurveyMonkey with full details regarding any perceived non-compliance or security concerns discovered during the course of an audit.

7.2 The parties agree that, except as otherwise required by order or other binding decree of a regulator with authority over the

Customer, this Section 7 sets out the entire scope of the Customer's audit rights as against SurveyMonkey.

8 International Transfers

- 8.1 To the extent applicable, SurveyMonkey Europe UC also relies upon (i) SurveyMonkey Inc.'s Privacy Shield certification and/or standard contractual clauses and/or consent for data transfer to the United States to SurveyMonkey Inc., and (ii) standard contractual clauses for data transfers to other third parties based in countries outside the European Economic Area, the United States, or countries that do not have adequate levels of data protection as determined by the European Commission. To the extent applicable, Customer appoints SurveyMonkey as its agent for purposes of entering into any standard contractual clauses for such purposes on Customer's behalf under this Section 8.

9 Liability

Liability. The parties' respective aggregate liability whether in contract, tort (including negligence), breach of statutory duty, or otherwise for any and all claims arising out of or in connection with this DPA shall be as set out in the Agreement.

10 General Provisions

- 10.1 Conflict. If there is an inconsistency between any of the provisions of this DPA and the provisions of the Agreement, the terms of this DPA shall prevail.
- 10.2 Counterparts. This DPA may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. Transmission of an executed counterpart of this DPA by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this DPA.
- 10.3 Entire Agreement. This DPA, together with the Agreement and any Order Form represent the entire agreement between the parties with respect to its subject matter. Each of the parties confirms that it has not relied upon any representations not recorded in this document inducing it to enter into this DPA. No variation of these terms and conditions will be valid unless confirmed in writing by authorised signatories of each of the parties on or after the date of this DPA.
- 10.4 Variation. No variation of this DPA shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 10.5 Severance. If any provision or part-provision of this DPA is or becomes invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision. If such amendment is not possible, the relevant provision or part-provision shall be deemed deleted. Any amendment to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this DPA.
- 10.6 No Partnership or Agency. Save where otherwise specified, nothing in this DPA is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor authorise any party to make or enter into any commitments for or on behalf of any other party except as expressly provided herein.
- 10.7 Governing Law. Notwithstanding any governing law provisions of the Agreement, this DPA shall be governed by the laws of Ireland and the parties submit to the exclusive jurisdiction of the Irish courts.