



STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 2

CONTRACT #: AR2480

Starting Date: Unchanged

Expiration Date: Unchanged

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and DLT Solutions (Referred to as CONTRACTOR).

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

Attachment C Pricing Discounts and Pricing Schedule is amended to incorporate the following, additional price rates:

- Medallia offerings are added at with a minimum 5% discount off MSRP.

Attachment E is amended to include the following, attached additional End User License Agreements:

- Medallia SAAS Commercial Supplier Agreement

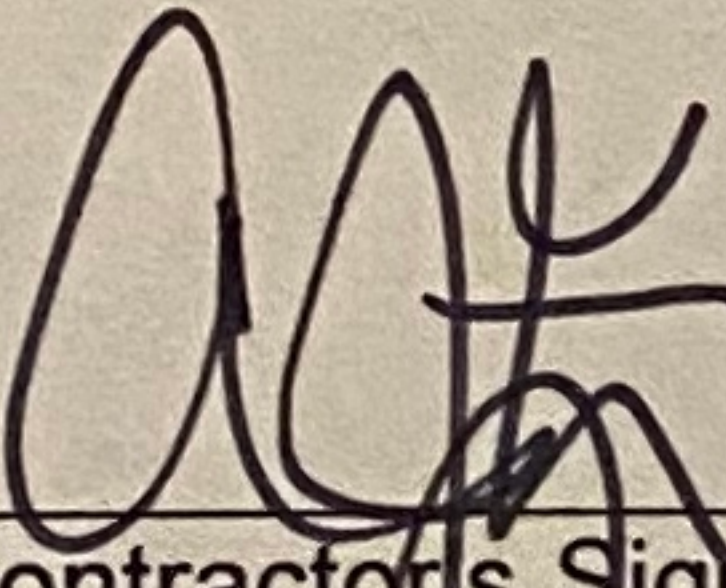
Effective Date of Amendment: as of the last signature date below.

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.

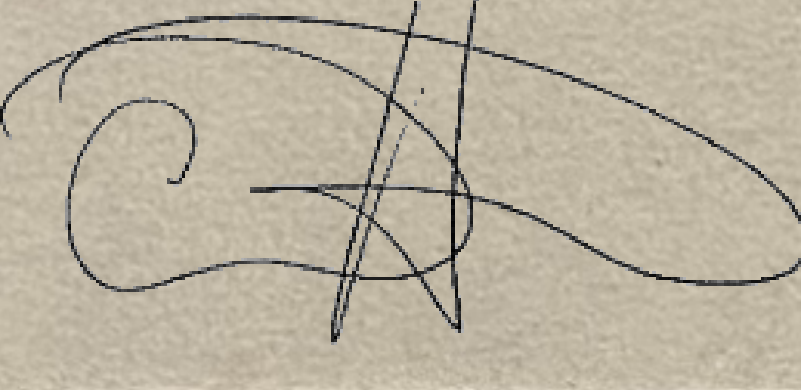
IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE OF UTAH


Contractor's Signature

7/15/2020
Date


Director, State of Utah Division of Purchasing

07/15/2020
Date

AJ EZERSKY
Contractor's Name (Print)

DIRECTOR, PM
Title (Print)

For Division of Purchasing Internal Use

Purchasing Agent	Phone #	E-mail Address	Contract #
Solomon Kingston	801-957-7142	skingston@utah.gov	AR2480

Attachment E - Medallia

SAAS COMMERCIAL SUPPLIER AGREEMENT

This Medallia Software License Agreement and Services ("Agreement") is between an Ordering Entity (the Customer) as set forth in a Purchase Order, Annex, Statement of Work, or similar document, and [INSERT RESELLER FULL NAME], the Schedule Contractor-holder acting on behalf of Medallia. This SaaS Subscription Agreement (the "Agreement") is effective as of the date of an effective order (the "Effective Date"). "Ordering Entity" means the Government Customer (Agency) who, under the applicable GSA program, is the "Ordering Activity," defined as an "entity authorized to order under GSA Schedule Contracts" as defined in GSA Order ADM4800.2I ("GSA Order"), as such order may be revised from time to time.

Medallia provides a customer experience management platform via a Software-as-a-Service model (the "Medallia Experience Cloud"). This Agreement establishes the terms and conditions for the purchase and provision of subscriptions to Medallia Experience Cloud products ("Subscriptions") and related professional services provided by Medallia ("Services").

1. ORDERS

This Agreement does not itself obligate the parties to purchase or provide Subscriptions or Services. Such obligations will be documented in additional attachments to this Agreement that describe the Subscription or Services 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 THE MEDALLIA EXPERIENCE CLOUD

Medallia will make the Medallia Experience Cloud available to an Ordering Entity through the web browsers and mobile applications specified on the Order and will maintain the hardware and software necessary to do so. Medallia will provide Ordering Entities with access to every product improvement consistent with the scope established in the Order, when and if generally available.

3. MEDALLIA EXPERIENCE CLOUD AND SERVICES WARRANTY

a. Express Warranties

The Medallia Experience Cloud will perform in a manner consistent with this Agreement, the Order(s), and the Product Description (the "**Solution Warranty**"). 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 Ordering Entity 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 Ordering Entity's sole and exclusive remedy for a breach of the Solution Warranty.

c. Remedy for Failure of the Services Warranty

Upon receipt of written notice of a Services Warranty breach, Medallia will re-perform the Services as necessary to correct the breach. If Medallia cannot correct the breach within forty-five days from receipt of the warranty notice, then Ordering Entity may terminate the affected portion of the Order at any time within the next thirty days and receive a refund of Services fees paid for nonconforming or unperformed Services. This is Ordering Entity's sole and exclusive remedy for a breach of the Services Warranty.

d. Disclaimer of Other Warranties

EXCEPT AS EXPRESSLY PROVIDED HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MEDALLIA PROVIDES THE MEDALLIA EXPERIENCE CLOUD "AS IS," MAKES NO WARRANTY OF ANY KIND EXPRESS OR IMPLIED WITH REGARD TO THE MEDALLIA EXPERIENCE CLOUD OR SERVICES, AND DISCLAIMS ALL OTHER WARRANTIES, SUCH AS: (I) WITHOUT PREJUDICE TO Ordering Entity RIGHT TO SERVICE CREDITS FOR A FAILURE TO MEET MEDALLIA'S UPTIME COMMITMENTS, ANY WARRANTY THAT THE MEDALLIA EXPERIENCE CLOUD AND 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, Ordering Entity may have the option to participate in early access programs with Medallia where Ordering Entity gets 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 Ordering Entity "as is" and makes no warranties of any kind with respect to the Beta Services, nor does any Medallia Experience

Cloud 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 THE MEDALLIA EXPERIENCE CLOUD

An Ordering Entity will access the Medallia Experience Cloud only for its internal business purposes and will use industry standard practices to restrict the use of each username/password pair to the individual to whom it has been assigned. If Ordering Entity delivers data to Medallia (e.g., names and contact information for consumers who are to be surveyed by the Medallia Experience Cloud), Ordering Entity will be responsible for ensuring that such use is allowed under the law, regulation, and agreements applicable to Ordering Entity. This responsibility includes for example: (i) ensuring that Ordering Entity's privacy policy allows for the delivery of such data to Medallia and its use as disclosed to Ordering Entity 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. Ordering Entity functionality to infringe upon the intellectual property rights of others, or to commit an unlawful activity (e.g., Ordering Entity may not use the Medallia Experience Cloud through survey question content or design). If Ordering Entity uses any such functionality to link or direct online traffic to third-party sites, shall ensure that such activity complies with the terms of use of those third-party sites.

5. OWNERSHIP AND USE RIGHTS

a. Customer Data

ORDERING ENTITY owns all data delivered to Medallia by ORDERING ENTITY or collected by Medallia on behalf of **ORDERING ENTITY** (the "**Customer Data**"). ORDERING ENTITY grants Medallia a non-exclusive, worldwide, limited license to the Customer Data for the purposes of: (i) providing and improving the Medallia Experience Cloud and Services; and (ii) developing and publishing broadly applicable customer experience management insights (such as industry customer experience management benchmarks), but only when the Customer Data has been aggregated or de-identified such that the publication cannot be used to identify ORDERING ENTITY or any survey participant.

b. Medallia Experience Cloud

Medallia owns the Medallia Experience Cloud, including all features, functionalities, configurations, designs, templates, and other proprietary elements contained therein and all modifications, improvements, and derivative works thereof. Medallia will provide ORDERING ENTITY with access to the Medallia Experience Cloud as described in the Order during the term of a Subscription for its internal business purposes.

c. Documentation

Medallia owns the Medallia Experience Cloud documentation and all derivative works thereof. Medallia grants ORDERING ENTITY a non-exclusive, worldwide limited license to use, copy, and make derivative works of the Medallia Experience Cloud documentation for internal business purposes during the term of a Subscription.

d. Trademarks

ORDERING ENTITY grants Medallia a limited, non-exclusive license to mark ORDERING ENTITY surveys and reports and ORDERING ENTITY'S instance of the Medallia Experience Cloud with Ordering Entity's trademarks, when requested by Ordering Entity and subject to GSAR 552.203-71.

e. Reserved Rights

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

6. PAYMENTS

a. Invoicing

Fees due for Subscriptions and Services will be stated on the Order. 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). Ordering Entity is required to pay all such transaction taxes, either directly or by increasing payments to Medallia to offset taxes that Ordering Entity is required to deduct from payments. If Medallia has a legal obligation to pay or collect such transaction taxes, the appropriate amount may be invoiced to and paid by Ordering Entity, unless Ordering Entity provides Medallia with a valid tax exemption certificate. Ordering Entity is responsible for paying all Taxes associated with its

Subscription as permitted under GSAR 552.212-4(k) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored) and GSAR 552.212-4 (w)(1)(x) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored).

7. TERM AND TERMINATION

a. Term

The term of this Agreement is from the Effective Date through the date 90 days after the last day of the last to expire Subscription.

b. Termination

Ordering Entity may terminate this Agreement or an order entered under this agreement pursuant to FAR 52.212- 4.

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 the Medallia Experience Cloud available for secure download by Ordering Entity in a standard flat file format for at least thirty days (the "**Data Transfer Period**"). Within 60 days of the end of the Data Transfer Period, Medallia will remove all Customer Data from the Medallia Experience Cloud.

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 \$10 million.

9. AUDIT

a. General Performance Audits

Ordering Entity 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.

b. Security Audits

Medallia shall permit Ordering Entity (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. Medallia is regularly audited against SSAE 16 (SOC 2 Type 2) and ISO27001 for its Core platform, and against ISO27001 standards for its Medallia for Digital platform, by independent third party auditors and/or internal auditors. Upon request, Medallia shall supply (on a confidential basis) a summary copy of its audit report(s) 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.

c. 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 Ordering Entity 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.

10. 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) the terms of this Agreement and each Order; and (iii) features and functionality of the Medallia Experience Cloud and related documentation; and (iv) Customer Data.

Confidential Information does not include information that is independently developed, that becomes public knowledge, 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 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") to Ordering Entity for claims alleging that the Medallia Experience Cloud infringes a third-party patent, copyright, or trademark or misappropriates a third-party trade secret, subject to the following limitations: (i) if the alleged infringement arises from a modification by Ordering Entity or the unauthorized use of the Medallia Experience Cloud, then Medallia will have no obligation to Indemnify; (ii) if the alleged infringement arises from a violation of Ordering Entity's obligations under Section 4 ("Use of the Medallia Experience Cloud"); or (iii) if the alleged infringement arises from the combination of the Medallia Experience Cloud 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 Ordering Entity establishes a reasonable belief that use of the Medallia Experience Cloud 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 the Medallia Experience Cloud is enjoined and if Medallia has not provided a non-infringing alternative, then Ordering Entity 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 Ordering Entity for third party claims arising from the improper access, use, or disclosure of personally identifiable Customer Data caused by: (i) Medallia's breach of the Privacy and Security Addendum to this Agreement; or (ii) the willful misconduct or gross negligence of Medallia personnel or any third party under Medallia's control.

c. Indemnification Requirements and Procedure

The party seeking indemnification will provide timely notice to the party from which it seeks indemnification ("**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. At its own expense, the Indemnifying Party may participate with the United States in defending any claim against the Ordering Entity but the US Department of Justice will have sole control over the defense of any claim against the Ordering Entity.

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; 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:

(I) TWO TIMES THE FEES PAID OR PAYABLE UNDER THIS AGREEMENT FOR THE 12 MONTHS PRECEDING THE FILING OF THE CLAIM, FOR CLAIMS ARISING FROM A BREACH OF THE CONFIDENTIALITY AND PRIVACY AND SECURITY PROVISIONS OF THIS AGREEMENT; AND

(II) THE FEES PAID OR PAYABLE UNDER THIS AGREEMENT FOR THE 12 MONTHS PRECEDING THE FILING OF THE CLAIM, FOR ALL OTHER CLAIMS. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION SHALL BE DEEMED TO IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF, OR RELATED TO, THIS AGREEMENT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31. U.S.C. §§ 3729- 3733.

13. MARKETING

Medallia may include Ordering Entity name and logo on its public customer list. Subject to Ordering Entity's approval, Medallia may also partner with Ordering Entity on co-marketing and public relations activities to demonstrate the launch and success of its program (e.g., press release, case study, video). Ordering Entity grants Medallia a limited, non-exclusive, worldwide license to use its trademark for these purposes. Medallia's use of Ordering Entity's name must in all respects comply with GSAR 55.201—71 and in no way state or imply that its products or services are endorsed by the Ordering Entity.

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 and any such attempted assignment will be void. Any assignment by Medallia must comply with the provisions of FAR 42.12.

c. Survival

All terms that must survive termination in order to have their customary effect, including terms related to confidentiality, indemnification, and limitation of damages and liability, 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, in each case as more fully set forth in FAR 52.212-4.

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

Ordering Entity will comply with the export control and economic sanctions laws and regulations of the United States and other applicable jurisdictions. Consistent with that obligation, Ordering Entity will not make the Medallia Experience Cloud 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.

g. Governing Law

Disputes arising from this Agreement will be governed by the federal laws of the United States. 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

The Medallia Product and Services Descriptions that accompany the Order constitute part of this Agreement. This Agreement, the GSA MOBIS contract, and each Order 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 Ordering Entity's order documentation (e.g., an Ordering Entity 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.

j. Subcontractors

Medallia may utilize subcontractors 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 Form.

k. Notices

Notifications required under this Agreement or an Order in relation to breach, disputed payments, audit, or as required by the GSA MOBIS Contract. Notice will be effective as of the date of delivery.

ATTACHMENT A TO CLIENT AGREEMENT

Privacy and Security Addendum

The Medallia Experience Cloud 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 Partner 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, SSAE16 (SOC 2 Type 2), ISAE3000 and HIPAA standards. Medallia for Digital has been certified by an independent third party auditor as aligning with the ISO 27001 standard.

Such certifications can be provided to Partner upon written request.

2. Physical Security

Feedback data collected and stored via the Medallia Experience Cloud ("**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 business controls (such as SSAE 16 / SOC 2 Type II). Medallia provides encryption at rest through encrypting hard drives in Medallia's data centers. Data Partner collects with Medallia for Digital will be stored on an Amazon S3 instance in Oregon, USA; Ireland, EU; Sydney, Australia; or Montreal, Canada depending on Partner's choice.

3. **Network Security**

Medallia shall use industry standard firewall and encryption technologies to protect the public gateways through which Partner'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.

5. **Application Security**

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

6. **Compliance with Data Protection Laws**

In providing the Medallia Experience Cloud products and services to Partner, 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) and other applicable United States data protection laws at the state level, European Union Directive 95/46/EC 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.

Medallia offers a data processing agreement that defines Medallia's and Partner'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 Partner has a need for this agreement, please request it from Partner's Medallia account representative.

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 Partner 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.

7. **Data Collection**

The Core Platform enables Partner to send survey invitations to its customers, typically through email, based on touchpoints Partner's customers have with its business. The types of data that are collected in questions in these survey programs is within Partner's control, and will be specified during implementation. Typically, in order for the Medallia Core to send

surveys, Partner's business initially sends data to Medallia about survey takers in an "invitation file" that includes name, email, information about the survey taker's interaction with Partner, as well as other information that enables Partner to segment the survey takers into groups.

Medallia for Digital collects customer feedback through surveys deployed on Partner's digital channels. Partner 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).

Partner shall not configure the Medallia Experience Cloud 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.

Subcontractors and Medallia Subsidiaries Addendum

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 our 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 the Medallia Experience Cloud.

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

Technology Providers

The subcontractors listed provide technology for the Medallia Experience Cloud.

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.

		Hosts and processes feedback and analytics data for Medallia for Digital feedback.
Google Inc.	USA	Translates feedback text, if enabled in Customer's Medallia implementation.
AppDynamics, Inc.	USA	Analyzes performance and usage of survey pages and reporting applications.
Cooladata Ltd.	Israel	Analyzes survey performance for Medallia Digital.
Usersnap GmbH	Austria	Provides screen capture functionality, if enabled in Customer's Medallia Digital implementation.
Fastly	USA	Provides CDN services for Medallia Digital.
Twilio	USA	Provides SMS routing and delivery services.

Changing Technology Providers

Medallia shall notify Partner if it adds or removes a technology provider at least fifteen (15) days prior to any such changes. Medallia shall provide Partner with automatic updates to Medallia's technology provider list through its administrative portal. Partner may object to Medallia's appointment of a new technology provider by sending an email to 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 Partner's program instance to provide technical support, cloud operations, product troubleshooting, and infrastructure maintenance.

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