



Quote

Order ID: Q-37216
SM contracting entity: Momentive Inc.
FEIN: 37-1581003

Date Prepared: September 7, 2022
Prepared by: Renewals Team
Offer expires: October 18, 2022

Customer Details

Organization name:	Ignite Institute	Billing contact name:	Anita Wilson
Business contact name:	Jerome Gels	Billing email:	anita.wilson@boone.kyschools.us
Business contact email:	jerome.gels@boone.kyschools.us	Billing phone:	8598173570
Business contact phone:	8598173570	Billing address:	Boone County Schools
Business address:	Boone County Schools 8330 U.S. 42, Florence, KY 41042, United States		8330 U.S. 42, Florence, KY 41042, United States

Order Details

Subscription Start Date:	October 19, 2022	Term (In Months):	12
Subscription End Date:	October 18, 2023	Invoice Schedule:	Annual
Currency:	USD	Payment Terms:	Net 30

Subscription Products:

Product Name	Product Attributes	QTY	Sale Price	Total Product Price
SurveyMonkey Apply Additional Applicants	Annual fee for additional SurveyMonkey Apply applicants. Up to 1000 additional applicants	1	675	675
SurveyMonkey Apply Pro Subscription	Annual subscription to SurveyMonkey Apply Pro Site. Includes 1 program, 1000 applicants, unlimited reviewers and unlimited administrators. Includes unlimited technical support and full initial setup for 1 program. Additional Details :Program Name:Ignite Institute- Apply Pro Site	1	5,250	5,250
Total:				USD 5,925.00

Subtotal:	USD 5,925.00
Estimated Tax:	USD 0.00
Total:	USD 5,925.00

Terms

Purchase of the products and services listed on this quote at the pricing indicated is subject to due execution of a Momentive Order Form and acceptance of Momentive's associated standard terms and conditions located at <https://www.surveymonkey.com/mp/legal/gsa/> by the expiry date above.

Governing Services Agreement

⚠ These terms apply to services available through Momentive's enterprise sales team. For services purchased on Momentive's websites please see our Terms of Use (<https://www.surveymonkey.com/mp/legal/terms-of-use/>).

Previous versions:

LAST UPDATED: August 4, 2022

Main Terms

① *These are the terms that will apply to your use of our Services. You should read these terms thoroughly.*

1. DEFINITIONS.

"Affiliate" means any entity which directly or indirectly controls, is controlled by or is under common control with an entity. **"Control"** for purposes of the preceding sentence means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

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

"Customer" or **"you"** means the customer accepting this Agreement and identified on the cover page of this Agreement.

"Customer Data" means all data (including Personal Data and End User data) that is provided to Momentive by, or on behalf of, Customer through Customer's use of the

① *Some of our Services may also have additional terms that apply. You should read all those applicable terms as well.*

“SSTs” means service-specific terms that apply to specific Services located at <https://www.surveymonkey.com/mp/legal/which-terms-apply/> (https://www.surveymonkey.com/mp/legal/which-terms-apply/?ut_source=legal&ut_source2=gsa&ut_source3=inline) and that are incorporated into and form a part of this Agreement.

“Standard Contractual Clauses” means the “Standard Contractual Clauses” annexed to the European Commission Decision of: (i) 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to GDPR or (ii) until such times as Momentive has entered into the Standard Contractual Clauses outlined at the 5 February 2010 for the Transfer of Customer Personal Data to Processors established in Third Countries under Directive 95/46/EC and where the UK GDPR applies, the applicable standard data protection clauses for processors adopted pursuant to Article 46(2)(c) or (d) of the UK GDPR (“UK SCCs”) or (iii) such other standard contractual clauses or contract terms as may be amended or approved now or in the future for the purposes of facilitating transfer of personal data across borders.

2. SERVICES.

2.1 Provision of Services. Momentive will provide the Services to Customer in accordance with this Agreement, including any Order Forms and any applicable SSTs.

2.2 Order Forms. The parties may enter into Order Forms under this Agreement to purchase Services. Customer’s Affiliates may enter into Order Forms under this Agreement. Any such Order Form may be signed by Momentive or a Momentive Affiliate pursuant to the requirements under Section 14. Any reference in the Agreement to “Customer” will refer to the Customer entity signing the Order Form and any reference in the Agreement to “Momentive” will refer to the Momentive contracting entity signing the Order Form. Each Order Form will incorporate the terms and conditions of this Agreement and will be a separate contract between the entities entering into the Order Form.

2.3 Third-Party Services. If Customer integrates the Services with any non-Momentive-provided third-party service (such as a third party’s service that uses an

Momentive will provide Customer with prior written notice if Momentive makes a change to the Service(s) resulting in a material decrease in core functionality used by Momentive's general customer base. In such event, the parties agree to work together to minimize the impact of such change to Customer.

5. FEES.

① *Our Services are not free. You have to pay for them.*

5.1 Fees. Customer will pay to Momentive 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. Payment terms shall be specified in each Order Form. An invoice will be issued upon execution of the Order Form. Multi-year orders and renewals will be invoiced on an annual basis.

① *Taxes are your responsibility. If you are exempt from paying taxes, please let us know and send us proof.*

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, and use taxes, but excluding withholding taxes and taxes based on Momentive'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 Momentive 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 Momentive for a Momentive tax liability, Customer must provide Momentive with an official tax receipt or other appropriate documentation to support such payments. If there is a Momentive tax liability or related Momentive tax penalty that is supported through an official tax receipt or other appropriate documentation provided by Customer to Momentive, then Momentive may gross-up Customer's invoice amount by the amount of the Momentive tax liability or related tax penalty.

(b) End User Activities. Customer is responsible for ensuring that its End Users comply with this Agreement. Customer is responsible for the acts of its End Users and any activity occurring in its End User accounts (other than activity that Momentive is directly responsible for which is not performed in accordance with Customer's instructions).

(c) One Individual per Account. End User accounts and passwords may not be shared and may only be used by one individual per account.

① *Please read our Acceptable Uses Policy to understand what you can and cannot do when using our Services. In a nutshell, no reverse engineering our software, no spamming, no phishing, no hate speech, no pornography, no bullying, and no harassment.*

6.2 Acceptable Uses by Customer. Customer agrees to comply with the Acceptable Uses Policy located at <https://www.surveymonkey.com/mp/legal/acceptable-uses-policy/> (<https://www.surveymonkey.com/mp/legal/acceptable-uses-policy/>).

6.3 Third Party Requests. 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, excluding Data Subject access requests as provided for under the GDPR ("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 Momentive if Customer is unable to obtain such information after diligent efforts. If Momentive receives a valid Third Party Request then, to the extent permitted by law, Momentive:

(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, Momentive may fulfill that request if Momentive determines that it is required or permitted by law to do so.

① *We both agree to follow export and economic sanctions laws. You promise that you and*

7.1 Security. Momentive has, considering the state of the art, cost of implementation, the nature, scope, context and purposes of the Services, and the level of risk, implemented appropriate technical and organizational measures to enable 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, Momentive tests and evaluates the effectiveness of these technical and organizational measures for enabling the security of the processing.

① *Section 7.2 outlines what we are doing with your data. Please read this section carefully. The obligations in this Section reflect the requirements of a 'data processor' under Article 28 of the GDPR.*

7.2 Data Protection. Where Momentive is processing Personal Data for Customer, Momentive will:

(a) only do so on documented Customer instructions and in accordance with applicable law, including with regard to transfers of Personal Data to other jurisdictions or an international organization, and the parties agree that this Agreement constitutes such documented instructions of the Customer to Momentive to process Customer Data;

① *We rely on the Standard Contractual Clauses for data transfer outside of the EEA and the UK and we carry out any such transfer in a secure manner.*

(b) to the extent applicable, for data transfers Momentive Europe UC relies upon the Standard Contractual Clauses and/or consent for personal data transfers to countries that do not have adequate levels of data protection as determined by the European Commission, United Kingdom or other jurisdictions which approve and require Standard Contractual Clauses;

(c) with respect to any transfers of Personal Data out of the European Economic Area (EEA), the United Kingdom or other country requiring Standard Contractual Clauses, that may be required in relation to or in connection with the Agreement and the provision of the Services hereunder, the parties shall comply with and be subject to all obligations imposed on a 'data importer' or 'data exporter' (as appropriate) as set out under the Standard Contractual Clauses;

(d) ensure that all Momentive personnel involved in the processing of Personal Data are subject to confidentiality obligations in respect of the Personal Data;

provision of documentation to allow customer to conduct their own assessment); or (ii) is required to notify a Security Incident (as defined below) to a supervisory authority or a relevant data subject.

① *We are responsible for our subprocessors' actions. Momentive engages only trusted service providers to process personal data on our behalf. Sections 7.3, 7.4 and 7.5 reflect our obligations under Article 28 (2) and (4) of the GDPR.*

7.3 Use of Sub-processors. Customer provides a general authorization to Momentive to engage onward sub-processors, subject to compliance with the requirements in this Section 7. Momentive will, subject to any confidentiality provisions under this Agreement or otherwise imposed by Momentive:

(a) make available to Customer a list of the Momentive subprocessors ("**Sub-processors**") who are involved in processing or sub-processing Personal Data in connection with the provision of the Services, together with a description of the nature of services provided by each Sub-processor ("**Sub-processor List**"). A copy of this Sub-processor List may be accessed at

[https://www.surveymonkey.com/mp/legal/subprocessor-list/?](https://www.surveymonkey.com/mp/legal/subprocessor-list/?ut_source=legal&ut_source2=general&ut_source3=inline)

[ut_source=legal&ut_source2=general&ut_source3=inline](https://www.surveymonkey.com/mp/legal/subprocessor-list/?ut_source=legal&ut_source2=general&ut_source3=inline)

(<https://www.surveymonkey.com/mp/legal/subprocessor-list/>);

(b) 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

(c) be liable for the acts and omissions of its Sub-processors to the same extent Momentive would be liable if performing the services of each of those Sub-processors directly under the terms of this Agreement.

7.4 New / Replacement Sub-processors. Momentive will provide Customer with written notice of the addition of any new Sub-processor at any time during the term of the Agreement ("**New Sub-processor Notice**"). Customer will sign up to a mailing list at [https://surveymonkey.knack.com/subprocessor-list?](https://surveymonkey.knack.com/subprocessor-list?ut_source=legal&ut_source2=subprocessor-list&ut_source3=inline#subprocessorlist/addsubscriber/)

[ut_source=legal&ut_source2=subprocessor-](https://surveymonkey.knack.com/subprocessor-list?ut_source=legal&ut_source2=subprocessor-list&ut_source3=inline#subprocessorlist/addsubscriber/)

[list&ut_source3=inline#subprocessorlist/addsubscriber/](https://surveymonkey.knack.com/subprocessor-list?ut_source=legal&ut_source2=subprocessor-list&ut_source3=inline#subprocessorlist/addsubscriber/)

([https://surveymonkey.knack.com/subprocessor-list?ut_source=legal&ut_source2=subprocessor-](https://surveymonkey.knack.com/subprocessor-list?ut_source=legal&ut_source2=subprocessor-list&ut_source3=inline#subprocessorlist/addsubscriber/)

[list&ut_source3=inline#subprocessorlist/addsubscriber/](https://surveymonkey.knack.com/subprocessor-list?ut_source=legal&ut_source2=subprocessor-list&ut_source3=inline#subprocessorlist/addsubscriber/)) made available by Momentive through which such notices will be delivered by e-mail or alternatively will check on updates

to the list at [https://www.surveymonkey.com/mp/legal/subprocessor-list/?](https://www.surveymonkey.com/mp/legal/subprocessor-list/?ut_source=legal&ut_source2=general&ut_source3=inline)

[ut_source=legal&ut_source2=general&ut_source3=inline](https://www.surveymonkey.com/mp/legal/subprocessor-list/?ut_source=legal&ut_source2=general&ut_source3=inline)

any such audits, agree upon a reasonable reimbursement rate for Momentive's audit expenses).

(b) Momentive 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 Momentive's most recent annual penetration tests, which summary shall include remedial actions taken by Momentive resulting from such penetration tests.

(c) The scope of an audit will be limited to Momentive 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 Momentive.

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

The parties agree that, except as otherwise required by order or other binding decree of a regulator with authority over the Customer, this Section 7.6 sets out the entire scope of the Customer's audit rights as against Momentive.

① *It is important that the Customer (as the 'data controller' under the GDPR and in line with Article 24 of the GDPR) has appropriately and lawfully collected any personal data so that Momentive can process it accordingly.*

7.7 Customer Privacy Obligations. Customer shall ensure and hereby warrants and represents that it is entitled to transfer the Customer Data to Momentive so that Momentive may on behalf of Customer, 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.

7.8 Types Data Processing. The parties agree that the purpose and nature of the processing of Personal Data, the types of Personal Data and categories of Data Subjects are as set out in Appendix A.

8. INTELLECTUAL PROPERTY.

- ① *While providing the Services to you, we both may need to share information that we do not want anyone else to know about. We both agree to follow these rules.*

9.1 Definition. “**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. Momentive’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.

- ① *If we get a subpoena or other legal order, we may have to disclose confidential info. We will try to give you prior notice.*

9.2 Confidentiality. 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.

9.3 Return or Destruction of Confidential Information. Upon the termination or expiration of the Agreement and all Order Forms under the Agreement, each party will promptly return to the other party or destroy all Confidential Information of the other party in its possession or control within a reasonable amount of time in accordance with the Recipient’s data destruction practices. Despite the termination or expiration of this Agreement, Recipient’s confidentiality obligations with respect to the Confidential Information will survive for two (2) years after the date such Confidential Information was disclosed to Recipient (except with respect

with software, technologies, products, or devices not provided by Momentive or intended as part of the use of the Services; or (b) any content or data provided by Customer, End Users, or third parties; or (c) Services for which there is no fee or charge.

- ① *If we get sued because you violate someone else's IP Rights or you violate the Acceptable Uses Policy, we expect you to step into our shoes to defend that lawsuit and pay any damages awarded by the Court.*

11.2 By Customer. If a third party claims that the Customer Data infringes or misappropriates that third party's Intellectual Property Rights or if Customer's use of the Services violates the Momentive Acceptable Use Policy, Customer will defend Momentive against any such claim or investigation at Customer's expense and pay all costs, damages and attorney's fees that a court finally awards or that are included in a settlement approved by Customer.

- ① *If we think our Services are infringing someone's IP Rights, then we may: 1) get you the right to continue to use our Services; or 2) replace with a non- infringing equivalent; or 3) modify our Services so they are no longer infringing.*

- ① *If we can't do any of the options above, then we may suspend or terminate your use of the infringing Service and issue a pro rata refund of fees.*

11.3 Potential Infringement. If Momentive believes the technology used to provide the Services may infringe or may be alleged to infringe a third party's Intellectual Property Rights, then Momentive may: (a) obtain the right for Customer, at Momentive'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 Momentive does not believe that the foregoing options are commercially reasonable, then Momentive may suspend or terminate Customer's use of the impacted Services and provide a pro rata refund of any fees prepaid by Customer applicable to the period following the termination of such Services.

- ① *If you want to be indemnified, you must tell us about the lawsuit, cooperate, and let us handle the defense or settlement of the claim. If the terms of the settlement require you to pay money or admit fault, we won't settle the claim without getting your consent.*

11.4 Indemnity Procedures. A party seeking indemnification will promptly notify the

THIS AGREEMENT FOR ALL CLAIMS OF ANY KIND WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE BY CUSTOMER TO MOMENTIVE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY ("GENERAL CAP"). NOTWITHSTANDING THE FOREGOING, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT FOR ALL CLAIMS RELATED TO A PARTY'S BREACH OF ITS OBLIGATIONS UNDER SECTION 7 ("SECURITY AND PRIVACY") AND SECTION 9 ("CONFIDENTIALITY") ABOVE SHALL NOT EXCEED TWO (2) TIMES THE AMOUNT OF FEES ACTUALLY PAID BY THE CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY ("ENHANCED CAP").

① *In these limited situations, we'll cover all your damages if we really mess things up while providing the Services.*

12.3 Excluded Claims. SECTIONS 12.1 AND 12.2 SHALL NOT APPLY TO CLAIMS RELATED TO: (A) A PARTY'S INDEMNIFICATION OBLIGATIONS, (B) FRAUD OR WILFUL MISCONDUCT, (C) DEATH OR PERSONAL INJURY, OR (D) CUSTOMER'S OBLIGATION TO PAY ANY UNDISPUTED FEES OR INVOICES.

13. TERM AND TERMINATION.

① *Either of us may terminate this GSA for any reason 30 days after one of us tells the other in writing.*

13.1 Term of Agreement. The term of this Agreement starts on the Effective Date and shall remain in effect until either party terminates upon 30 days' written notice to the other party.

① *If either of us commits a serious violation of this contract and does not fix it within 30 days, the innocent party may terminate this GSA and all Order Forms.*

13.2 Termination for Cause. A party may terminate this Agreement (including all related Order Forms):

(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

unbilled fees and any unpaid fees covering the remainder of the term of that Order Form had it not been terminated.

① *Some terms live on even after this GSA ends.*

13.5 Survival. The following Sections will survive any expiration or termination of this Agreement: 5 and 9 to 15.

14. MOMENTIVE CONTRACTING ENTITY.

① *If you are in the USA, you are contracting with Momentive Inc. If you are located outside the USA, you are contracting with Momentive Europe UC.*

14.1 Momentive 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:

Customer Location	Contracting Entity	Governing Law	Venue
United States	Momentive Inc., a Delaware corporation with Tax ID 37-1581003 located at One Curiosity Way, San Mateo, CA 94403, United States of America	California	San Francisco

15.2 Assignment. This Agreement may not be assigned or otherwise transferred by either party in whole or in part without the express prior written consent of the other party; provided, however, that the sale of substantially all of the assets of a party (or any of its subsidiaries) or its acquisition by or merger into another company, shall not be deemed an assignment of this Agreement by such party. This Agreement shall benefit and be binding upon the successors and assigns of the parties hereto.

15.3 Counterparts. This Agreement may be signed 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.

- ① *This GSA is the only set of terms that govern our relationship. Any additional terms (like those in tiny font attached to the bottom of a purchase order) that you provide will not be binding or valid.*

15.4 Entire Agreement. This Agreement (including any documents incorporated herein by reference to a URL or otherwise, and any Order Form or other agreement(s) executed between the parties in connection to this Agreement) constitutes the entire agreement between Customer and Momentive 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, or in Customer's procurement, invoicing, or vendor onboarding portal do not apply to the Services, do not override or form a part of this Agreement, and are void.

- ① *Things happen beyond a party's control. In that case, we both have bigger issues to deal with and worry about. So, we both get a pass for not keeping our promises.*

15.5 Force Majeure. Neither Momentive nor Customer will be liable for any delay, inadequate performance or failure to perform any obligations under this Agreement to the extent caused by a condition (including, but not limited to, natural disaster, act of war or terrorism, earthquake, pandemic or health crisis, riot, governmental order, action or inaction, denial of service attack or utility or internet service provider failure, delay or disturbance) that was beyond the party's reasonable control.

- ① *These terms don't create any special relationship between us, like employer- employee, joint venture, or a partnership.*

- ① *When you sign this GSA, you'll need to give us some info about your company. The info you provide must be accurate and kept up to date.*

(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 Momentive in writing of any changes to such details.

- ① *There are lots of documents referenced in this GSA. If there is a conflict, Section 15.9 tells you the order of importance of the documents.*

15.9 Precedence. If any conflict exists among the following documents, the order of precedence will be: (1) the applicable Order Form, (2) this Agreement, and (3) the applicable SSTs. 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.

- ① *If any part of these terms is not enforceable, the rest of the terms will still be enforceable.*

15.10 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.

15.11 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.

15.12 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. GOVERNMENT TERMS.

- ① *If you're a government entity, these additional terms apply to your use of our Services.*

16.1 U.S. Government Terms.

(c) not sell Personal Information or otherwise disclose Personal Information for a commercial purpose; and

(d) hereby certify that it understands the restrictions and obligations set forth in Cal. Civ. Code § 1798.140(w)(2) and will comply with them.

* * *

APPENDIX A

PURPOSES AND NATURE OF PERSONAL DATA PROCESSING, CATEGORIES OF PERSONAL DATA, DATA SUBJECTS

Purposes and Nature of Processing

Momentive may process Personal Data as necessary to technically perform the Services, including where applicable:

- Hosting and storage;
- Backup and disaster recovery;
- Technically improve the service;
- Service change management;
- Issue resolution;
- Providing secure, encrypted Services;
- Applying new product or system versions, patches, updates, and upgrades;
- Monitoring and testing system use and performance;
- Proactively detect and remove bugs;
- IT security purposes including incident management;
- Maintenance and performance of technical support systems and IT infrastructure;

Data subjects include:

- ## Data Subjects

(<https://www.facebook.com/surveymonkey/>)

(https://www.momentive.ai/en/about/?utm_source=surveymonkeyfooter)

(<https://www.surveymonkey.com/mp/legal/>)

www.FairplayforLegalPrivacy.com or www.CaliforniaPrivacyInitiative.com. Acceptable Usage Policy-specific privacy statement (see policy).