SNAP SURVEYS AI FUNCTIONALITY SIDE LETTER AGREEMENT

Addendum to Subscription Agreement / Master Terms of Service

This Snap Surveys AI Functionality Side Letter Agreement ("**Addendum**") is entered into on the date and time of Customer's acceptance recorded electronically under the acceptance provision at the end of this Addendum ("**Effective Date**") by and between **Snap Surveys** ("**Snap Surveys**", "**we**", or "**us**") and the Customer as defined in the Main Agreement, being the entity identified by the Customer's Reference Number for the Customer's Account(s) through which this Addendum is accepted, as recorded under the acceptance provision at the end of this Addendum ("**Customer**" or "**you**").

RECITALS

A. Snap Surveys and Customer are parties to a Master Subscription Agreement, Terms of Service, or main commercial agreement governing Customer's use of the Snap Surveys platform (the "**Main Agreement**").

B. Snap Surveys is developing an artificial intelligence-powered survey creation tool ("**Snap Surveys AI Functionality**") built on Microsoft enterprise cloud and AI toolsets (including Azure OpenAI Services).

C. Customer desires access to the Snap Surveys AI Functionality on an opt-in basis, and Snap Surveys agrees to provide such access subject to the terms and conditions of this Addendum.

OPERATIVE TERMS

1. Scope & Opt-In Access

1.1 **Grant of Licence:** Subject to this Addendum, Snap Surveys grants Customer a limited, revocable, non-exclusive, non-transferable right to access and use the Snap Surveys AI Functionality solely for Customer's internal evaluation and survey creation purposes.

1.2 **Opt-In Nature:** Customer acknowledges that access to the Snap Surveys AI Functionality is strictly optional and granted only upon Customer's explicit request.

2. Underlying AI Infrastructure & Data Privacy Commitments

2.1 **Third-Party Service Provider:** The Snap Surveys AI Functionality utilises Microsoft Azure enterprise AI infrastructure ("**Microsoft AI**").

2.2 **No Training on Customer Data:** Snap Surveys confirms that, pursuant to enterprise terms with Microsoft, your inputs (prompts, questions, instructions) and outputs (generated survey structures, questions, options) are **not** used by Snap Surveys or Microsoft to train, retrain, or improve public foundation AI models.

2.3 **Data Flow:** Customer Inputs and Generated Outputs are processed securely within Snap Surveys' designated Azure tenant instance.

2.4 **Location of Processing:** Customer Inputs and Generated Outputs at rest are stored in the Azure region applicable to Customer's account (UK South (London) for UK/EEA customers and East US (Virginia) for US customers). Customer acknowledges that the Snap Surveys AI Functionality uses a Global deployment type for model inferencing, meaning that Inputs and Outputs may be processed transiently in any geography in which the relevant model is deployed. Snap Surveys shall configure the Snap Surveys AI Functionality so that, in accordance with Microsoft's published commitments, no Inputs or Outputs are stored at rest outside the applicable regional storage location described above. Snap Surveys confirms that, as at the Effective Date, the Snap Surveys AI Functionality does not use any Microsoft preview or beta models. Subject to clause 8.3, Snap Surveys shall ensure that, for so long as Customer has access to the Snap Surveys AI Functionality, any processing of Inputs or Outputs containing personal data which is subject to the UK GDPR or the EU GDPR and which takes place outside the Permitted Region (being the United Kingdom and the European Economic Area) is carried out only in locations in respect of which an appropriate safeguard under Chapter V of the UK GDPR or the EU GDPR, as applicable, is in place, which may include an adequacy decision, the UK International Data Transfer Addendum to the EU Standard Contractual Clauses, the International Data Transfer Agreement, the EU Standard Contractual Clauses or the UK Extension to the EU-US Data Privacy Framework, in each case as applicable to the destination.

3. Human-in-the-Loop & Customer Responsibility

3.1 **Mandatory Verification:** Generative AI tools are probabilistic and may produce incomplete, inaccurate, biased, or unexpected outputs ("**Hallucinations**"). Customer agrees that it is solely responsible for reviewing, verifying, and approving all AI-generated content prior to publishing, distributing, or sending surveys to data subjects or survey respondents.

3.2 **Acceptable Use:** Customer agrees not to submit prompts or instructions containing:

- Sensitive personal data, special category data (under UK/EU GDPR), or Protected Health Information (PHI under US HIPAA) unless explicitly agreed in writing;
- Content that violates third-party intellectual property rights; or
- Unlawful, defamatory or obscene material.

3.3 **Restricted Uses:** Customer shall not use the Snap Surveys AI Functionality, and shall not submit prompts or instructions intended, to:

(a) create, disseminate or facilitate child sexual exploitation or abuse material;

(b) generate content that promotes, glorifies or incites hatred, violence or discrimination against any individual or group;

(c) develop, design or provide instructions for chemical, biological, radiological or nuclear weapons or other materials capable of causing mass harm;

(d) create or spread content intended to deceive, defraud or manipulate any person, including impersonation and disinformation; or

(e) undertake any other use prohibited by the Microsoft AI Code of Conduct (available at https://learn.microsoft.com/en-us/legal/ai-code-of-conduct), as updated by Microsoft from time to time, provided that Snap Surveys shall give Customer no less than 30 days' notice of any material update to that Code of Conduct before it becomes binding on Customer under this clause 3.3(e).

Snap Surveys may suspend Customer's access to the Snap Surveys AI Functionality for breach of this clause 3.3 in accordance with clause 7.1.

3.4 **No Automated Decision-Making:** Customer shall not use Outputs, or surveys created using the Snap Surveys AI Functionality, to make decisions based solely on automated processing which produce legal effects concerning any individual or which similarly significantly affect any individual, within the meaning of Article 22 of the UK GDPR or any equivalent applicable law. Snap Surveys confirms that, as at the Effective Date, the Snap Surveys AI Functionality does not itself make decisions based solely on automated processing which produce legal effects concerning, or which similarly significantly affect, any individual within the meaning of Article 22 of the UK GDPR or any equivalent applicable law.

3.5 **Authorised Users:** Customer shall ensure that each Authorised User, and each member of its personnel, affiliates and contractors permitted to access the Snap Surveys AI Functionality, complies with clauses 3.1 to 3.4, and Customer shall be responsible and liable for their acts and omissions in connection with the Snap Surveys AI Functionality as if they were the acts and omissions of Customer.

4. Intellectual Property Rights

4.1 **Input Ownership:** Customer retains all rights, title, and interest in and to the prompts, data, and text provided to the Snap Surveys AI Functionality ("**Inputs**").

4.2 **Output Rights:** As between Snap Surveys and Customer, Customer owns all right, title, and interest in the survey structures, questions, and content generated by the Snap Surveys AI Functionality ("**Outputs**"), subject to Customer's compliance with this Addendum and any underlying third-party rights.

4.3 **Feedback:** Any feedback, suggestions, or bug reports provided by Customer regarding the Snap Surveys AI Functionality may be used by Snap Surveys without restriction or compensation.

5. Disclaimers & "AS IS" Provision

5.1 **Experimental / Beta Status:** Customer expressly acknowledges that the Snap Surveys AI Functionality is under active development and may contain bugs, errors, or service interruptions.

5.2 **WARRANTY DISCLAIMER:** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW (INCLUDING UK AND US LAWS), THE SNAP SURVEYS AI FUNCTIONALITY IS PROVIDED ON AN **"AS IS" AND "AS AVAILABLE"** BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, OR UNINTERRUPTED AVAILABILITY.

6. Limitation of Liability

6.1 **Exclusion of Damages:** To the fullest extent permitted by applicable law, and subject to clause 6.3, Snap Surveys shall not be liable for any indirect, incidental, consequential, special, or punitive damages arising out of or in connection with Customer's use of or inability to use the Snap Surveys AI Functionality.

6.2 **Liability Cap:** Subject to clause 6.3, Snap Surveys' total aggregate liability arising out of or relating to the Snap Surveys AI Functionality shall not exceed the limit on Snap Surveys' total aggregate liability set out in the Main Agreement, and liability under this Addendum forms part of, and does not increase, that limit. This clause 6.2 does not displace any exclusion from that limit which has been individually negotiated between the parties and recorded in the Main Agreement or in any data processing agreement between the parties.

6.3 **Liabilities Not Excluded:** Nothing in this Addendum limits or excludes either party's liability for death or personal injury caused by its negligence, for fraud or fraudulent misrepresentation, or for any other liability which cannot lawfully be limited or excluded.

6.4 **Customer Indemnity:** Customer shall indemnify Snap Surveys against all liabilities, damages, costs and reasonable expenses arising out of any third-party claim (including any claim or enforcement action by Microsoft) to the extent arising from Customer's breach of clause 3.2, 3.3 or 3.4. Customer's liability under this clause 6.4 shall not be subject to the cap in clause 6.2 or the exclusions in clause 6.1.

7. Term, Suspension, and Termination

7.1 **Right to Discontinue:** Snap Surveys reserves the right to modify, suspend, or permanently discontinue the Snap Surveys AI Functionality (or Customer's access thereto) at any time, with or without cause, and without liability, upon notice to Customer. Without limiting the foregoing, Snap Surveys may suspend Customer's access to the Snap Surveys AI Functionality where Customer breaches, or Snap Surveys reasonably believes Customer has breached, clause 3.2 or 3.3: (a) immediately

and without prior notice, where the breach involves an actual or suspected security incident, a legal or regulatory requirement, or a breach of clause 3.3(a), (b) or (c), or of the Microsoft AI Code of Conduct referred to in clause 3.3(e); or (b) in any other case, upon not less than 7 days' written notice to Customer, provided that Snap Surveys shall not suspend Customer's access under this clause 7.1(b) if Customer remedies the breach to Snap Surveys' reasonable satisfaction within that notice period. Any suspension under this clause 7.1 shall be without liability to Snap Surveys.

7.2 **Termination by Customer:** Customer may opt out and terminate access to the Snap Surveys AI Functionality at any time by providing written notice to Snap Surveys.

8. Data Protection (UK GDPR / US Privacy Frameworks)

8.1 To the extent Inputs contain personal data, processing shall be governed by the existing Data Processing Addendum (DPA) or data protection clauses incorporated into the Main Agreement.

8.2 Microsoft acts as a sub-processor under standard enterprise privacy commitments. Transfers of personal data (if any) shall comply with UK GDPR / EU Standard Contractual Clauses or applicable US state privacy laws as set out in the Main Agreement.

8.3 Customer acknowledges and agrees that the processing described in clause 2.4 may involve the transfer of personal data contained in Inputs outside the United Kingdom and the European Economic Area, and consents to such transfer solely in connection with the Snap Surveys AI Functionality, provided that any such transfer is carried out in accordance with the safeguards required by the Main Agreement (including, where applicable, an adequacy decision, the Data Privacy Framework, Standard Contractual Clauses or an equivalent lawful transfer mechanism). Where the Main Agreement or any data processing agreement between the parties contains a location-of-processing restriction that has been individually negotiated between the parties, that restriction shall prevail over this clause 8.3 unless varied by written agreement signed by authorised representatives of both parties.

9. Order of Precedence & Governing Law

9.1 **Conflict:** In the event of any conflict or inconsistency between the terms of this Addendum and the Main Agreement, the terms of this Addendum shall prevail solely with respect to the Snap Surveys AI Functionality, save that any individually negotiated location-of-processing restriction preserved by clause 8.3 shall prevail notwithstanding this clause 9.1.

9.2 **Governing Law:** This Addendum shall be governed by and construed in accordance with the governing law and jurisdiction specified in the Main Agreement (whether English law for UK entities or the applicable state law for US entities).

By ticking the acceptance box, you:

(a) agree to be bound by this Addendum;

(b) confirm and warrant that you are authorised by the Customer to accept this Addendum on its behalf; and

(c) acknowledge that access to the Snap Surveys AI Functionality is conditional on this acceptance.

Snap Surveys shall record the date and time at which Customer accepts this Addendum, the Customer's Reference Number for the Customer's Account(s) through which this Addendum is accepted, and the identity of the individual who does so on Customer's behalf, and that record shall be conclusive evidence of the Effective Date, of the identity of the Customer bound by this Addendum, and of Customer's acceptance of this Addendum, in the absence of manifest error.