SUB-PROCESSOR AUTHORISATION

Snap Surveys AI Functionality beta

between

SNAP SURVEYS

and

THE CUSTOMER

The date of this authorisation is the date and time recorded electronically under clause 5.3.

BETWEEN:

(1) Snap Surveys (as defined in the Main Agreement) ("Snap Surveys"); and

(2) 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 authorisation is accepted, as recorded under clause 5.3 ("Customer"),

each a "Party" and together the "Parties".

BACKGROUND

(A) Customer and Snap Surveys are parties to a Snap XMP Subscription Agreement (the "Main Agreement") and, on Customer's acceptance, the Snap Surveys AI Functionality Side Letter Agreement (the "Addendum").

(B) Under clause 6.14 of the Main Agreement (UK customers) or clause 6.23 of the Main Agreement (US customers, where European Data Protection Laws apply), Customer has given its general written authorisation for Snap Surveys to engage Subprocessors. Under clause 6.15 or clause 6.24 respectively, where Snap Surveys engages a new Subprocessor it updates its Subprocessor List, and Customer may object on reasonable grounds within 30 days of that update. If Snap Surveys is unable within 30 days to recommend a change in Customer's configuration or use of the affected Software or Services which avoids that Subprocessor, Customer may terminate the Main Agreement to the extent that it relates to the affected Software or Service (together the "Objection Rights").

(C) Snap Surveys intends to use Microsoft Azure AI Services as a Subprocessor for the purposes of providing the Snap Surveys AI Functionality, has updated its Subprocessor List accordingly and has notified Customer of this change by way of a separate sub-processor notification issued alongside this authorisation.

(D) Customer wishes to access the Snap Surveys AI Functionality as soon as possible, and is willing to give its specific authorisation for that engagement, to be given electronically in accordance with clause 5, on the terms set out below.

IT IS AGREED as follows:

1. AUTHORISATION

1.1 Customer authorises Snap Surveys to engage Microsoft Azure AI Services as a Subprocessor for the purposes of the Snap Surveys AI Functionality. This authorisation is given as a prior specific written authorisation for the purposes of Article 28(2) of the UK GDPR (as defined in section 3(10) of the Data Protection Act 2018), and of any equivalent provision of applicable Data Protection Laws, in respect of that engagement. Customer confirms that it does not object to that engagement and, to the extent that the Objection Rights apply to it notwithstanding this clause 1.1, waives them and shall not exercise any right under clause 6.15 or clause 6.24 of the Main Agreement, as applicable, to object to that engagement or to terminate the Main Agreement, or any part of it, in consequence of it.

1.2 Customer agrees that Snap Surveys may commence processing Customer's Survey Data using Microsoft Azure AI Services for the purposes of the Snap Surveys AI Functionality with immediate effect on Customer's acceptance of this authorisation in accordance with clause 5.

2. SCOPE

2.1 This authorisation applies only to the engagement of Microsoft Azure AI Services for the purposes of the Snap Surveys AI Functionality. It does not affect any other right Customer has under the Main Agreement, including in relation to any other Subprocessor, or any other use of Survey Data.

2.2 For the avoidance of doubt, this authorisation does not affect Customer's right to object, in accordance with clause 6.15 or clause 6.24 of the Main Agreement, to any future engagement of a new Subprocessor, or a new use of an existing Subprocessor, other than as set out in this authorisation.

3. ACKNOWLEDGEMENT

3.1 Customer confirms that, before accepting this authorisation, it has read the sub-processor notification issued alongside it and has had the opportunity to review Snap Surveys' current Subprocessor List.

3.2 Customer confirms that it enters into this authorisation freely, and with a full understanding of the Objection Rights referred to in it.

3.3 The confirmations given by the individual who accepts this authorisation on behalf of Customer are set out in clause 5.1.

4. GENERAL

4.1 This authorisation forms part of the Addendum and shall be read together with the Main Agreement and the Addendum. In the event of any conflict between this authorisation and the Main Agreement in respect of that engagement only, this authorisation shall prevail.

4.2 This authorisation is governed by, and shall be construed in accordance with, the same governing law as the Main Agreement.

4.3 Words and expressions defined in the Main Agreement have the same meaning in this authorisation, unless otherwise defined in it or the context requires otherwise. References in this authorisation to a clause of the Main Agreement include any equivalent or successor provision, however numbered. The Background forms part of this authorisation.

5. ELECTRONIC ACCEPTANCE

5.1 By ticking the acceptance box presented together with this authorisation, the individual accepting this authorisation on behalf of Customer:

a) confirms and warrants that they are authorised by Customer to accept this authorisation, and to waive and vary Customer's rights under the Main Agreement, on Customer's behalf;

b) agrees, on behalf of Customer, to be bound by this authorisation, including the waiver of the Objection Rights at clause 1.1;

c) gives, on behalf of Customer, the confirmations set out in clauses 3.1 and 3.2; and

d) acknowledges that access to the Snap Surveys AI Functionality is conditional on that acceptance, and that Snap Surveys will not process Customer's Survey Data using Microsoft Azure AI Services for the purposes of the Snap Surveys AI Functionality until this authorisation has been accepted.

5.2 This authorisation is a separate acceptance from, and is required in addition to, Customer's acceptance of the Addendum. Ticking the acceptance box for the Addendum does not, by itself, constitute acceptance of this authorisation, and Customer must separately tick the acceptance box for this authorisation before Snap Surveys processes Customer's Survey Data using Microsoft Azure AI Services for the purposes of the Snap Surveys AI Functionality. This authorisation and the Addendum may be presented to Customer together, provided that acceptance of each is recorded separately.

5.3 Snap Surveys shall record the date and time at which Customer accepts this authorisation in accordance with this clause 5, and the identity of the individual who does so on Customer's behalf, and the Customer's Reference Number for the Customer's Account(s) through which acceptance is given, and that record shall be conclusive evidence of the date of this authorisation, of acceptance by Customer and of the identity of the Customer bound by it, in the absence of manifest error.