Snap XMP Subscription Agreement

This Agreement is between (i) Snap Surveys Limited, registered in England with company number 01672722 ("**Snap Surveys**") and (ii) the business entity identified as the customer on the Order Form (the "**Customer**") and governs the use of the Software and Services that Snap Surveys has agreed to make available to the Customer, as set out in the Order Form.

The Customer accepts this Agreement by clicking on or executing a document that refers to it, or by accessing or using the Software or Services.

In accepting this Agreement the Customer confirms that:

(a) it will only use the Software and the Services for business use, and the Customer is not purchasing the Software or the Services as a consumer; and

(b) if the Customer is a corporate body, partnership, organisation or other business entity, the individual who agrees to this Agreement on the Customer's behalf has the authority to bind the Customer to this Agreement, and both the Customer and such individual confirm and warrant that this is the case.

Snap Surveys and the Customer agree as follows:

1. DEFINITIONS

1.1 In this Agreement, the following words and phrases shall have the following meanings:
Acceptable Use Policy: the Snap Surveys Acceptable Use Policy, available at https://www.snapsurveys.com/survey-software/acceptable-use-policy-uk/, as such document may be amended by Snap Surveys from time to time.

Account Data: the information (such as name, contact information and payment information) that the Customer provides to Snap Surveys in connection with the administration, management and billing of the Customer's Account(s), including when the Customer registers to use the Services and/or through the Customer's Account settings.

Activation Email: the email sent to the Customer confirming that the Customer's Account(s) have been activated and providing account access details, and/or providing a download link to and installation code for the Software.

Affiliate: each and any subsidiary or holding company of a party and each and any subsidiary of a holding company of a party.

Agreement: the terms and conditions of this Snap Online Subscription Agreement, together with the terms of the Order Form.

Associate: an Authorised User of the Customer, or an authorised user of any other Snap Online customer, with whom a Resource is shared. Ownership of, and responsibility for, the shared Resource remains with the Authorised User who shares the Resource.

Authorised User: an individual authorised by the Customer to use the Services.

Confidential Information: information disclosed by one party to the other, whether before or after the Effective Date, that the recipient should reasonably understand to be confidential, including information identified as Confidential Information in clause 9.

Customer's Account(s): all Snap Online Accounts created by or on behalf of the Customer or its Authorised Users, and which contain the Customer's Reference Number.

Customer's Reference Number: the customer reference number stated on the Order Form, or otherwise communicated to the Customer.

Customer's System: the computer system and network used by the Customer in connection with the Software and the Services.

Data Controller, Data Processor, Data Subject and Personal Data: have the meaning given to them in the GDPR.

Data Privacy Framework: means the EU-U.S. Data Privacy Framework, the Swiss-U.S. Data Privacy Framework and the UK Extension to the EU-U.S. Data Privacy Framework self-certification programs (as applicable) operated by the U.S. Department of Commerce; as may be amended, superseded or replaced.

Data Protection Laws: means all laws and regulations, including laws and regulations of the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom, applicable to the processing of Personal Data under this Agreement.

Documentation: the documentation, help files, user manuals, handbooks, training materials and information made generally available by Snap Surveys to its customers from time to time which describes the Software or the Services, but excluding marketing literature.

Effective Date: the date on which Snap Surveys sends the Activation Email to the Customer.

Fees: the fees payable by the Customer to Snap Surveys for the use of the Software and the Services, which for the Initial Term are (subject to clause 8.6) set out in the Order Form.

GDPR: means the General Data Protection Regulation (EU) 2016/679.

Initial Term: 12 months from the Effective Date, unless a different Initial Term is set out in the Order Form.

Intellectual Property Rights: all patents, copyrights, rights in designs, trade marks, trade secrets, rights in confidential information and know-how, database rights and all other rights in the nature of intellectual property rights (whether registered or unregistered) and all rights to apply for and applications for the registration of any of these anywhere in the world.

Order Form: a completed paper or electronic order in the form provided by Snap Surveys, which sets out details of the Customer's order for the Software and Services or, in the case of renewals, a completed form or a Snap subscription renewal email from Snap Surveys setting out those elements of the Software and/or Services which are being renewed.

Permissions: the permissions set by the Customer for a given Resource which dictates the actions that an Associate may take in relation to that Resource.

Permitted Region: the United Kingdom and the European Economic Area.

Privacy Policy: Snap Surveys' Privacy Policy, available at https://www.snapsurveys.com/survey-software/privacy-policy-uk/, as such document may be amended by Snap Surveys from time to time.

Renewal Period: the period described in clause 13.1.

Resource: all resources that may be shared with an Associate including folders, surveys, Templates, reports, analysis or related files.

Respondents: those individuals responding to surveys.

Results: the data and reports generated through the use of the Software and the Services to carry out surveys.

Security Measures: the security measures described at https://www.snapsurveys.com/security-measures/, as such measures may be revised by Snap Surveys from time to time.

Servers: the server environment(s) where Snap Online is hosted.

Services: the Services described in the Order Form, whether on a trial or paid basis and made available by Snap Surveys to the Customer under this Agreement and which include access to and use of Snap Online, any relevant Software and Updates, the Documentation and the Support Services.

Snap Desktop: Snap Surveys' proprietary Snap Desktop software as further described in the Documentation, including any Updates provided to the Customer, which enables users to create survey questionnaires and analyse survey response data.

Snap Offline Interviewer: Snap Surveys' proprietary Snap Interviewer software application, including any Updates provided to the Customer, which enables the collection of survey responses using devices and kiosks.

Snap Online: Snap Surveys' proprietary Snap Online software application, hosted on the Servers, including any Updates installed on the Servers, which enables users to manage surveys and to collect, store and analyse the responses online. Snap Online is also available as a software product for installation on a Customer's own server instead of the Servers, and where this applies it is considered a component of the Software in this Agreement.

Snap Online Account: an account which enables an individual to access and use Snap Online.

Snap Scanning Module: Snap Surveys' proprietary Snap Scanning Module software as further described in the Documentation, including any Updates provided to the Customer, which enables users to scan in paper survey responses.

Snap Units: units which are purchased by the Customer to enable the Customer to use certain features of the Software and the Services, and which are consumed by such usage as further described in the Order Form or other features list provided to the Customer.

Software: any software listed on the Order Form and provided by Snap Surveys (either by download or access through the internet) that allows Authorised Users to use the relevant functionality within the Services, which may include Snap Desktop, Snap Offline Interviewer, Snap Scanning Module and any other proprietary software of Snap Surveys.

Standard Contractual Clauses: means the ICO's International Data Transfer Agreement for the transfer of Personal Data from the UK and/or the ICO's International Data Transfer Addendum to the EU Commission Standard Contractual Clauses and/or the European Commission's Standard Contractual Clauses for the transfer of Personal Data to third countries annexed to EU Commission Decision 2021/914 of 4 June 2021.

Subprocessor: a processor appointed by Snap Surveys to process data on its behalf .

Subprocessor List: has the meaning given to it in clause 6.14.

Support Services: the maintenance and support services described in Schedule 2.

Survey Data: has the meaning given to it in clause 6.1.

Technical Data: technical information relating to an individual's interaction with the Software and the Services, including the type of browser and/or device used, operating system, referrer page and IP address.

Templates: questionnaire based tools for use in conjunction with the Software and Services being either (a) tools which can be used to generate surveys or (b) ready to use surveys.

Term: the Initial Term together with any Renewal Periods.

Third Party Services: third party products, applications, services, software, networks, systems, websites, directories, databases and information obtained separately by the Customer, which the Customer may connect to or enable in conjunction with the Software or Services, including Third Party Services which may be integrated directly into the Customer's Account(s) by the Customer or at the Customer's direction.

Update: any update or upgrade of the Software available on general commercial release.

Website: the website operated by Snap Surveys at https://www.snapsurveys.com/.

2. THE SERVICES

2.1 On receipt of the Activation Email from Snap Surveys the Customer will be able to access the Customer(s) Accounts and/or to download any relevant Software.

2.2 Snap Surveys grants the Customer the right to access and use the Services during the Term and in accordance with the number of Snap Units purchased and subsequently consumed, subject at all times to compliance by the Customer and its Authorised Users with this Agreement.

2.3 Where the Services include the provision of Software, Snap Surveys grants the Customer the right to install and use that Software on the Customer's System during the Term.

2.4 Snap Surveys also grants the Customer the right to use the Documentation solely in connection with the Customer's authorised use of the Software and the Services during the Term. All use of the Software and Documentation is subject at all times to compliance by the Customer and its Authorised Users with this Agreement.

2.5 Use of Snap Offline Interviewer is subject to any additional terms contained within the Software.

2.6 For all other Software, the Customer may install and use on the Customer's System as many copies of the relevant Software as are set out in the Order Form. In addition, the Customer may make up to two copies of Snap Desktop for back-up purposes only. For the avoidance of doubt, this clause does not limit the Customer's ability to download and make multiple copies of the Survey Data.

2.7 All use of the Services is subject to the Acceptable Use Policy, which the Customer agrees to comply with and which is incorporated into this Agreement by reference. The Customer is responsible for ensuring that its Authorised Users and Respondents comply with the Acceptable Use Policy, including by monitoring and removing, as necessary, any content published through the Services which is in breach of the Acceptable Use Policy. Snap Surveys may also remove or require the Customer to remove any content published through the Services that Snap Surveys considers is illegal or harmful or which otherwise breaches the Acceptable Use Policy. The Customer will also use the Services in accordance with any technical limitations or specifications issued by Snap Surveys from time to time.

2.8 From time to time Snap Surveys may notify the Customer that an Update to the Software is available and the Customer shall install the relevant Update.

2.9 The Software may include a feature to automatically check the Website for Updates and to automatically download relevant Updates. If the Customer uses this feature, certain information will be collected and recorded by Snap Surveys including information regarding the operating systems used by the Customer. The feature will not collect Survey Data.

2.10 Snap Surveys may make the Software and Services available to the Customer on a free trial basis for a limited period. Additional terms may apply to such a trial. If so, such additional terms will be notified to the Customer at the start of the trial and incorporated into this Agreement by reference. If at the end of the trial the Customer does not purchase a license for the Software and Services, the Customer must cease all use of the Software and Services and uninstall all copies of the Software from the Customer's System. Access to the Survey Data entered during the trial period will be permanently lost at the end of the trial period unless the Customer purchases a license for the Software and Services or exports such Survey Data before the end of the trial period.

3. THE CUSTOMER'S OBLIGATIONS

3.1 The Customer is responsible for compliance with the provisions of this Agreement by its Authorised Users and Respondents, all acts and omissions of its Authorised Users and Respondents while using the Software and the Services (including without limitation where the Authorised Users share Resources in accordance with Clause 4), and for all activities that occur in the Customer's Account(s).

3.2 Each Authorised User must have a Snap Online Account. Snap Online Accounts may not be shared or used by more than one individual, and are not transferable. With Snap Surveys' consent, Snap Online Accounts may however be reassigned to new individuals replacing former individuals who no longer require ongoing use of the Services. The Customer shall ensure that its Authorised Users keep the login information for their Snap Online Account confidential and do not allow anyone else to use it.

3.3 The Customer must keep the Customer's Account(s) secure and use commercially reasonable efforts to prevent any unauthorised access to, or use of, the Customer's Account(s), the Software or the Services. If the Customer becomes aware of any unauthorised access or use the Customer must notify Snap Surveys immediately. The Customer will be responsible for the consequences of any such unauthorised access or use.

3.4 The Customer shall be responsible for arranging and maintaining the Customer's network connections and telecommunications links from the Customer's System to the Services, and

the Customer shall be responsible for all problems, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet. The Customer shall ensure that the Customer's System complies with the relevant specifications provided by Snap Surveys from time to time.

3.5 The Customer shall not:

(a) except as permitted by law:

(i) attempt to copy, adapt, alter, modify, duplicate or create derivative works from all or any part of the Software and/or the Documentation; or

(ii) attempt to decompile, disassemble, reverse engineer or otherwise reduce to human perceivable form all or any part of the Software;
or

(iii) combine the Software with other software;

(b) access or use all or any part of the Services, Software or Documentation in order to build a product or service which competes with the Services, Software or Documentation;

(c) use the Services, Software or Documentation to provide services to third parties (save that the Customer may perform data collection, analysis and reporting activities on behalf of the Customer's clients);

(d) misuse the Services by interfering with their normal operation, or attempting to access them other than through the interfaces and instructions provided by Snap Surveys;

(e) license, sublicense, sell, rent, lease, transfer, assign, distribute, disclose or otherwise dispose of or grant rights in the whole or part of the Services, Software and/or Documentation to any third party; or

(f) remove any copyright or proprietary notice from the Software or the Documentation.

3.6 The Customer must comply with all applicable laws and regulations (including industry-specific regulations) with respect to the Customer's use of the Software or Services. Where industry-specific regulations apply to the Customer's use of the Software or Services:

(a) the Customer will be solely responsible for such compliance, and shall not use the Software or Services in any manner which would subject Snap Surveys to such industry-specific regulations without obtaining Snap Surveys' prior written agreement, which may be given in its absolute discretion; and

(b) Snap Surveys may from time to time designate categories of information (in the Acceptable Use Policy or elsewhere) that may not be used in conjunction with the Software or Services owing to the industry-specific regulations engaged by the handling of such information. For example, the Customer may not use the Services to handle 'protected health information' as described under the U.S. Health Insurance Portability and Accountability Act of 1996 (also known as HIPAA).

3.7 Without limiting anything contained in the Acceptable Use Policy, the Customer shall not access, store, distribute or transmit any viruses or other contaminating code or any material during the course of the Customer's use of the Services that Snap Surveys reasonably believes is illegal, harmful, threatening, defamatory, obscene, infringing, harassing, offensive, indecent

or which is otherwise malicious, fraudulent or morally unacceptable, or facilitates illegal activity, depicts sexually explicit images, exploits minors or promotes unlawful violence, or is discriminatory based on race, ethnicity, gender, colour, age, religious belief, sexual orientation or disability, and Snap Surveys reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

3.8 The Customer shall not use the Software or the Services in any manner which would cause Snap Surveys to breach any applicable export or import control laws, rules or regulations of any jurisdiction.

3.9 The Customer acknowledges that:

(a) it is the Customer's responsibility to ensure that the Software and Services meet the Customer's requirements; and

(b) the Results are based on information provided by the Customer, Authorised Users, Associates and Respondents and that Snap Surveys will not undertake any direct verification of the information provided or the Results generated. The Customer assumes sole responsibility for the Results obtained and for any conclusions drawn and actions taken on the basis of the Results.

4. SHARING RESOURCES

4.1 Provided that the functionality is enabled for an Authorised User's Snap Online Account, Snap Online allows an Authorised User to share Resources with an Associate, so that the Associate may work on and/or access Resources in the Authorised User's Snap Online Account.

4.2 In order to share a Resource an Authorised User must select a Resource to be shared and set appropriate Permissions for that Resource to determine the actions that the Associate may take in relation to that Resource. The range of actions that an Associate may take depending on the given Permissions is wide and may, for example enable an Associate to download the Resource and/or the relevant Survey Data to their own systems. Sharing a Resource enables the Associate to work on the Resource within the Authorised User's Snap Online Account but the Authorised User remains responsible for the Resource.

4.3 The Customer must consider whether it is required to notify any third parties, such as Respondents, that it its Authorised User is sharing the Resource and the Customer is responsible for complying with any such notification requirements.

4.4 Clause 6.2 of this Agreement contains an obligation on the Customer to be responsible for the Customer's Survey Data. In the context of the sharing of a Resource (and without limiting anything contained in clause 6.2) this means that:

(a) where an Authorised User shares a Resource, the Customer must ensure that it has a lawful basis for sharing any Survey Data contained within that Resource with the Associate, for example the consent of any person or entity that provided the Survey Data to the Customer, and that the sharing does not breach any conditions (such as conditions of confidentiality) under which that Survey Data was provided to the Customer. The Customer is responsible for passing on any and all conditions or restrictions relating to the use of that Survey Data to the Associate; and

(b) where another Associate shares a Resource with an Authorised User, the Customer must ensure that the Customer has a lawful basis for using any Survey Data contained within that Resource and must only use that Survey Data in accordance with the terms (including any conditions or restrictions) on which it is supplied to the Customer. The Customer must comply with any notification requirements as a result of the Customer's use of that Survey Data.

5. SNAP SURVEYS' OBLIGATIONS

5.1 During the Term, Snap Surveys will:

(a) provide the Customer with access to and use of the Services in accordance with the Order Form; and

(b) subject to the Customer having installed any relevant Updates, provide the Customer with the Support Services, in accordance with Schedule 2.

5.2 If, at any time within 30 days of the Effective Date, the Customer is not satisfied with the Software or the Services, Snap Surveys shall refund the Fees paid to it, less the cost of used Snap Units, provided that the Customer:

(a) notifies Snap Surveys in writing that it wishes to claim a refund;

(b) ceases all use of the Customer's Account(s); and

(c) where applicable, provides a certificate confirming either that any Software has never been installed or that it has been de-installed from the Customer's System, on the headed paper of the Customer signed by an authorised signatory
and this Agreement shall terminate.

5.3 Snap Surveys will apply the Security Measures, in accordance with clause 6, in relation to the Survey Data.

5.4 Snap Surveys shall use commercially reasonable efforts to ensure that the Services are available 24 hours per day and 7 days per week, (except for planned downtime for maintenance). However, Snap Surveys makes no guarantees as to availability and shall have the right to restrict access to the Services at any time where Snap Surveys believes that this is necessary.

5.5 The Customer acknowledges that while Snap Surveys will endeavour to provide the best possible level of performance to all users of the Services at all times, the Customer's use of the Services may be slowed or delayed at times of high demand.

5.6 Snap Surveys shall make reasonable efforts to provide the Customer with advance notice of any planned maintenance by email and/or by means of notification on the Website.

5.7 Snap Surveys undertakes that the Services will be performed with reasonable skill and care.

5.8 Notwithstanding the provisions of this clause, Snap Surveys:

(a) does not warrant that the Customer's use of the Software or the Services will be uninterrupted, error-free or completely secure;

(b) does not give any assurance that any aspect of the Services or the Software is designed to operate with, or be compatible with, any hardware or software; and

(c) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

5.9 The Software and the Services are subject to continual improvement and development. In the majority of cases such changes add increased features and functionality to the Services, however Snap Surveys may also alter or remove features or functionality from the Software and/or Services. Where such a change will materially impact the Customer's use of the Services, Snap Surveys will endeavour to give the Customer prior notice of the change (by email or by posting a notice on the Website) and the Customer may terminate this Agreement on giving 30 days' written notice.

6. SURVEY DATA

6.1 As the Customer uses the Software and the Services, it will submit information and data to Snap Surveys, and individuals including Authorised Users and Respondents will use the Software and the Services to submit information and data to the Customer. All such information and data input by the Customer, Authorised Users, Respondents or any party on their behalf in the course of using the Software and Services, other than Account Data and Technical Data, is referred to as "**Survey Data**" in this Agreement.

6.2 As between the parties, all rights, title and interest in and to the Survey Data shall be owned by the Customer. The Customer is responsible for the Survey Data and its legality, reliability, integrity, accuracy and quality, and the Customer must ensure that it has all rights and permissions required to use the Survey Data in connection with the Software and the Services and the Agreement.

6.3 The Survey Data may from time to time include Personal Data. The Customer and Snap Surveys acknowledge and agree that, for the purposes of the Data Protection Laws, the Customer is the Data Controller and Snap Surveys is the Customer's Data Processor in relation to such Survey Data.

6.4 Schedule 1 sets out certain information regarding the processing of the Survey Data including the nature and purpose of the processing, the types of Survey Data to be processed and the categories of Data Subject to whom the Survey Data relates. The Customer is responsible for ensuring that the information in Schedule 1 is accurate and up to date and for notifying Snap Surveys of any additions or amendments required to it and Snap Surveys shall promptly amend the Schedule on the Customer's request.

6.5 Snap Surveys shall process the Survey Data only on the Customer's documented instructions (which, in the context of providing the Software and the Services, shall mean all actions that (1) are reasonably necessary to enable Snap Surveys to provide the Software and the Services (including to prevent or address service, support, security or technical problems) and (2) the Customer takes while using the Software or Services) unless Snap Surveys is required to do so by applicable laws. If this happens Snap Surveys will, to the extent permitted by the relevant applicable law, inform the Customer of the legal requirement before processing the Survey Data.

6.6 The Survey Data will be hosted on the Servers. The Customer acknowledges that Snap Surveys may transfer the Survey Data outside of the Permitted Region to its Subprocessors

where the Subprocessor (i) is located in a territory which is subject to adequacy regulations under the Data Protection Laws that the territory provides adequate protection for Personal Data, (ii) is covered by a suitable framework or other legally adequate transfer mechanism recognised by the relevant authorities or courts as providing an adequate level of protection for Personal Data, including the Data Privacy Framework, (iii) has executed appropriate Standard Contractual Clauses or (iv) has in place an alternative mechanism that complies with the Data Protection Laws for the transfer of Personal Data outside of the Permitted Region.

6.7 Other than as described above, Snap Surveys will not transfer the Survey Data outside of the Permitted Region other than in accordance with the Customer's instructions.

6.8 Snap Surveys shall ensure that all persons that are authorised to process the Survey Data are subject to appropriate obligations of confidentiality in relation to the Survey Data.

6.9 Snap Surveys shall implement appropriate technical and organisational measures to ensure an appropriate level of security in relation to the Survey Data, taking into account:

(a) the state of the art, the costs of implementation and the nature, scope, context and purpose of the processing; and

(b) the risks presented by the processing of the Survey Data for the rights and freedoms of natural persons, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed.

6.10 The technical and organisational measures described in clause 6.9 include the Security Measures. The Customer agrees that Snap Surveys' compliance with these Security Measures (including as revised in accordance with clause 6.12) shall meet its obligations under this Agreement and the Data Protection Laws to ensure an appropriate level of security in relation to the Survey Data.

6.11 Snap Surveys does not have knowledge of the content of the Survey Data (including its quantity, value or use) other than as contained in the descriptions in Schedule 1. The Customer is responsible for assessing:

(a) whether the Security Measures are of themselves sufficient to ensure a level of security appropriate to the risks inherent in the processing of the Survey Data given the nature of the Customer's particular Survey Data and the purposes for which it is collected and processed; and

(b) the need for the Customer to implement any additional security measures in relation to the Survey Data over and above the Security Measures to further mitigate such risks. For example, Snap Surveys strongly recommends that the Customer downloads its Survey Data to its own systems at regular intervals as described in clause 6.24.

6.12 Owing to the nature of the Services, the Security Measures are under continual review, and may change without notice, for example as standards change or new risks are identified. Snap Surveys will make the latest version of the Security Measures available on the Website. The Customer is responsible for ensuring that any revisions to the Security Measures continue to meet its requirements.

6.13 The Customer acknowledges and agrees that the Survey Data and the Results will be transmitted over the internet, which by its nature is, even when encrypted, never completely secure.

6.14 Subject to compliance with clauses 6.15 and 6.16, the Customer provides its general written authorisation for Snap Surveys to engage Subprocessors. A list of all Subprocessors currently involved in the processing of Survey Data in connection with the provision of the Services is available at https://www.snapsurveys.com/subprocessors-uk/ (the "**Subprocessor List**").

6.15 Where Snap Surveys intends to engage a new Subprocessor, or replace an existing Subprocessor in connection with the processing of the Survey Data, Snap Surveys will update the Subprocessor List at least 30 days before making the change. The Customer may sign up to receive email notifications of such changes by emailing subprocessors@snapsurveys.com. If, within 30 days of the update to the Subprocessor List, the Customer notifies Snap Surveys in writing by emailing subprocessors@snapsurveys.com of any objections (on reasonable grounds) to the change of Subprocessor, Snap Surveys will use reasonable efforts to recommend a change in the Customer's configuration or use of the affected Software or Services which avoids the use of that proposed Subprocessor. Where Snap Surveys is unable to suggest such a change within 30 days, the Customer may terminate the Agreement to the extent that it relates to the affected Software or Service.

6.16 Snap Surveys has entered into or (as the case may be) will enter into written agreements with each Subprocessor incorporating data processing provisions which are substantially similar to those contained in this clause 6, in particular by implementing and maintaining appropriate technical and organisational measures to protect the Survey Data. Snap Surveys shall remain liable for all acts and omissions of its Subprocessors with respect to their processing of the Survey Data.

6.17 The Customer may choose to connect to or enable Third Party Services in conjunction with the Software or Services. The Customer's use of any such Third Party Service is governed solely by the terms and conditions and privacy policies of that Third Party Service and is at the Customer's sole risk. Snap Surveys makes no representations regarding, and is not responsible or liable for, any aspect of the Third Party Services including the manner in which they may handle Survey Data. If the Customer enables any such Third Party Service it expressly permits Snap Surveys to (i) access and store any Personal Data that the Third Party Service makes available to Snap Surveys and (ii) disclose or allow access to any relevant login information and Survey Data to the Third Party Service as is necessary to enable the Customer to use the Third Party Service. Such disclosures are made by Snap Surveys acting on the Customer's instructions. Under no circumstances shall the Third Party Service Provider be deemed to be a Subprocessor of Snap Surveys.

6.18 Snap Surveys will implement appropriate technical and organisational measures, insofar as this is possible, to assist the Customer to fulfil its obligations to respond to requests from Data Subjects who exercise their rights under the Data Protection Laws. The Customer shall meet Snap Surveys' reasonable costs in providing such assistance.

6.19 Snap Surveys will:

(a) promptly notify the Customer if Snap Surveys receives a request from a Data Subject under any Data Protection Law in respect of the Survey Data;

(b) not respond directly to such a request except on the Customer's documented instructions or as required by Data Protection Law, in which case Snap Surveys shall, to the extent permitted by Data Protection Law, inform the Customer of that legal requirement before responding to the request.

6.20 Snap Surveys will notify the Customer without undue delay if Snap Surveys becomes aware of a personal data breach affecting the Survey Data. Snap Surveys will provide the Customer with such relevant information in Snap Surveys' possession as required to assist the Customer with meeting any obligations to report or inform Data Subjects or the supervisory authority of the personal data breach.

6.21 Snap Surveys will co-operate with the Customer and take such reasonable commercial steps as the Customer may request to assist in the investigation, mitigation and remediation of the personal data breach.

6.22 Snap Surveys will, taking into account the nature of the processing and the information available to it, and at the Customer's cost, provide reasonable assistance to the Customer in respect of any data protection impact assessments and prior consultations with supervisory authorities or other competent data privacy authorities, where these are required by Data Protection Laws and relate to the processing of the Survey Data.

6.23 Snap Surveys shall ensure that the Survey Data on the Servers is backed up at least every 24 hours. In the event of any loss or damage to the Survey Data caused by Snap Surveys or its Subprocessors, the Customer's sole and exclusive remedy shall be for Snap Surveys to use reasonable commercial endeavours to restore the lost or damaged Survey Data from the latest successful back-up of such Survey Data. Snap Surveys shall not be responsible for any loss, destruction, alteration or disclosure of Survey Data caused by any third party.

6.24 The Customer may download the Survey Data from the Customer's Account(s) at any time during the Term. The Customer is responsible for backing up all Survey Data that it has exported from the Servers.

6.25 The Customer may delete Survey Data from the Customer's Account(s) at any time during the Term. Once the Customer deletes Survey Data, Snap Surveys follows the process described in clause 6.28. Snap Surveys recommends that the Customer reviews the Survey Data held in its Snap Online Account(s) at regular intervals and does not retain Survey Data in its Snap Online Account(s) for longer than is necessary, in accordance with good data management principles.

6.26 When a Snap Online Account is closed, any Survey Data that the Customer has not deleted from the Snap Online Account prior to closure will remain in the Snap Online Account(s) for 28 days, unless the Customer asks Snap Surveys to delete it sooner. Subject to clauses 6.27 and 6.29, at the end of the 28 day period Snap Surveys will delete the Survey Data, following the process described in clause 6.28. At the end of the Term (or on earlier termination in accordance with clause 13) Snap Surveys will close the Customer's Account(s).

6.27 If within 14 days of closure of a Snap Online Account the Customer notifies Snap Surveys that it would like Snap Surveys to return the Survey Data to it, Snap Surveys will, within 28 days of the Customer's request:

(a) return a copy of all Survey Data remaining in the Snap Online Account at the date of closure; and

(b) subject to clause 6.29, delete all other copies of the Survey Data remaining in the Snap Online Account at the date of closure, following the process described in clause 6.28.

6.28 Where Survey Data is deleted from a Snap Online Account by the Customer in accordance with clause 6.25, or by Snap Surveys in accordance with clause 6.26 or 6.27, it remains on the Servers for up to 12 weeks, then remains in Snap Surveys' back-up system for up to a further 2 weeks until it is permanently deleted. The Customer is responsible for deleting all Survey Data and copies thereof from the Customer's System.

6.29 Snap Surveys may store the Survey Data when required by applicable laws, but only to the extent and for such period as required by applicable laws. Save where required by applicable laws, after the expiry of the periods in clauses 6.26 and.27 Snap Surveys will have no obligation to maintain or provide any Survey Data in the Customer's Account(s), and will have the right to delete or destroy all copies of the Survey Data in Snap Surveys' systems or otherwise in its possession.

6.30 Snap Surveys will make available to the Customer on request all information necessary to demonstrate Snap Surveys' compliance with this clause 6 and Snap Surveys will allow for and contribute to audits and inspections by the Customer or its designated auditor in relation to Snap Surveys' processing of the Survey Data. The Customer will meet Snap Surveys' reasonable costs in relation to any such audit or inspection. The Customer will give Snap Surveys at least 30 business days' notice of any such audit or inspection and will use reasonable endeavours to minimise disruption to Snap Surveys' premises, equipment, personnel and business while conducting the audit or inspection. The audit or inspection shall be limited to the Services that the Customer is using under this Agreement and shall not include viewing any documentation, data or information relating to any other customer of Snap Surveys. The Customer shall submit a proposed audit plan to Snap Surveys at least 21 business days in advance of the audit or inspection. Snap Surveys' time and effort for such audits and inspections by the Customer shall be limited to one day per year. The Customer will be required to enter into confidentiality undertakings to protect the confidentiality of Snap Surveys' systems and the technical and organisational measures and safeguards implemented.

6.31 The Customer will ensure that:

(a) it complies with all applicable Data Protection Laws, including without limitation in relation to the sending of emails to Respondents;

(b) its use of the Software and the Services complies with any and all privacy policies, agreements and other obligations that the Customer may enter into with third parties, including Respondents;

(c) without limiting the above, the Customer has a lawful basis for processing all Personal Data contained within the Survey Data, and the Customer is entitled to transfer the relevant Personal Data to Snap Surveys and its Subprocessors so that they may lawfully use, process, store and transfer the Personal Data in accordance with this Agreement on the Customer's behalf; and

(d) all relevant third parties (including Respondents) whose Personal Data may be contained in the Survey Data have been provided with appropriate notices and information, and where relevant have given their consent to such use, processing, storage and transfer as required by all applicable Data Protection Laws;

and the Customer will reimburse Snap Surveys for any losses, damages, costs (including legal costs) and expenses incurred by it, or awarded against it, as a result of or in connection with any breach of this clause 6.31 by the Customer.

7. ACCOUNT DATA AND TECHNICAL DATA

7.1 Snap Surveys shall, in providing the Software and Services, comply with its Privacy Policy and the Customer acknowledges that Snap Surveys will use the Customer's Account Data in accordance with the Privacy Policy. Snap Surveys may need to contact the Customer using the Customer's Account Data (for example to send service-related emails) and the Customer must ensure that its Account Data is accurate and up to date at all times. The Customer confirms that, where the Account Data that it provides contains Personal Data about Authorised Users, it is legally entitled to provide that Personal Data to Snap Surveys.

7.2 The Customer acknowledges that Snap Surveys automatically receives and records Technical Data on its Server logs whenever an Authorised User or Respondent interacts with the Services. Snap Surveys does not link this Technical Data to Survey Data. Snap Surveys may use this Technical Data for its internal purposes such as system administration and maintenance, monitoring system usage and Server load, and maintaining the security of the Software and Services (for example to investigate faults and to control abuse of the Software or Services or denial of service attacks). Snap Surveys may also use the Technical Data in aggregate form to improve its products and services.

8. CHARGES

8.1 The Customer shall pay all applicable Fees to Snap Surveys for the use of the Software and the Services.

8.2 Subject to clause 8.6, the Fees for the Initial Term are the fees set out in the Order Form. Snap Surveys shall issue an invoice for the Fees on or prior to the Effective Date and the Fees for the Initial Term shall be due for payment within 30 days of the Effective Date.

8.3 For any Renewal Period, Snap Surveys shall invoice the Customer at least 30 days prior to each anniversary of the Effective Date for the Fees payable in respect of the next Renewal Period. Fees for any Renewal Period shall be due for payment on the first day of the Renewal Period.

8.4 The Order Form contains details of the number of Snap Units purchased for use by the Customer. The Customer may purchase additional Snap Units at any time. Should the Customer exceed the number of Snap Units purchased Snap Surveys will contact the Customer to agree the number of additional Snap Units to be purchased to cover the additional Snap Units used and any further anticipated use by the Customer and/or will immediately issue an invoice to the Customer for the additional Snap Units used in accordance with Snap Surveys' then current prices.

8.5 Unused Snap Units purchased during a subscription period cannot be carried forward into a future subscription year and cannot be refunded.

8.6 If the Customer incurs additional Fees during the Initial Term or any Renewal Period, for example as a result of:

(a) purchasing additional Snap Online Accounts; or

(b) use of additional Snap Units beyond the agreed limit
Snap Surveys shall be entitled to issue an invoice for those Fees as soon as they are incurred and the Customer shall pay such invoice within 30 days of the invoice date.

8.7 Snap Surveys shall be entitled to increase any element of the Fees at the start of each Renewal Period upon at least 30 days' prior notice to the Customer.

8.8 If Snap Surveys has not received payment by the due date, and without prejudice to any other rights and remedies of Snap Surveys:

(a) Snap Surveys may, without liability to the Customer, suspend or disable the Customer's Account(s) and access to all or part of the Services and/or the Software and Snap Surveys shall be under no obligation to provide any or all of the Services or rights to use the Software while the invoice(s) concerned remain unpaid; and

(b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then current base lending rate of Barclays Bank PLC from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

8.9 Further, where a Customer has exceeded the number of Snap Units purchased and has not responded to any communication by Snap Surveys pursuant to clause 8.4 regarding the purchase of additional Snap Units, Snap Surveys may, without liability to the Customer, suspend or disable the Customer's Account(s) and access to all or part of the Services and/or the Software and Snap Surveys shall be under no obligation to provide any or all of the Services or rights to use the Software until the purchase of further Snap Units is agreed.

8.10 Snap Surveys shall be entitled, at its expense, to audit the Customer's use of the Services and the Software to confirm the Customer's compliance with this Agreement. If any audit reveals that the Customer has underpaid any Fees to Snap Surveys (whether in relation to the number of Authorised Users, the number of Snap Units used, the number of copies of the Software installed or otherwise) the Customer shall pay to Snap Surveys an amount equal to such underpayment within 30 days of the date of the relevant audit.

8.11 All amounts and fees stated or referred to in this Agreement shall be payable in pounds sterling and are exclusive of value added tax (and any other taxes associated with the sale of the Software and/or Services), which shall be added to Snap Surveys' invoice(s) at the appropriate rate.

9. CONFIDENTIALITY

9.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that:

(a) is or becomes publicly known other than through any act or omission of the receiving party;

(b) was in the other party's lawful possession before the disclosure;

(c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure;

(d) is independently developed by the receiving party.

9.2 Each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party (other than, in the case of Snap

Surveys, its Subprocessors as required to perform its obligations under this Agreement), or use the other's Confidential Information for any purpose other than as permitted by this Agreement.

9.3 Snap Surveys may disclose the Customer's Confidential Information where it is required to by applicable laws or by any court of competent jurisdiction or by any supervisory, regulatory or administrative body. If this happens Snap Surveys will, to the extent permitted by applicable laws, inform the Customer of the legal requirement before disclosure, to give the Customer the opportunity to challenge the requirement to disclose.

9.4 The Customer acknowledges that details of the Services, the Software and the Documentation constitute Snap Surveys' Confidential Information.

9.5 Snap Surveys acknowledges that the Survey Data is the Customer's Confidential Information.

9.6 The provisions of this clause 9 shall supersede any non-disclosure agreement by and between the parties that would purport to address the confidentiality and security of Survey Data any such agreement shall have no further force or effect with respect to Survey Data.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 All Intellectual Property Rights in the Services, the Templates, the Software and the Documentation and any developments made to them belong to Snap Surveys and/or its licensors. The Customer does not acquire any right or interest in or to these and shall only use them in accordance with this Agreement.

10.2 Where the Customer has been provided with Software, the Software may include third party components with separate legal notices or governed by other agreements, as may be described in an 'About' page or 'Third Party Notices' file(s) accompanying the Software.

10.3 All Intellectual Property Rights in the Survey Data are, as between the parties, owned by the Customer and the Customer authorises Snap Surveys to use the Survey Data for the purposes of performing its obligations under this Agreement.

11. INDEMNITY

11.1 Snap Surveys will defend the Customer against any claim that the Services or the Software infringes any United Kingdom Intellectual Property Right, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

(a) the Customer gives Snap Surveys prompt notice of any such claim;

(b) the Customer provides reasonable co-operation to Snap Surveys in the defence and settlement of any such claim, at Snap Surveys' expense; and

(c) Snap Surveys is given sole authority to defend or settle the claim (provided that no settlement may be made which involves an admission of liability on the part of the Customer without the Customer's prior written consent (not to be unreasonably withheld or delayed)).

11.2 If at any time a claim of infringement of third party Intellectual Property Rights is made, or in Snap Surveys' opinion is likely to be made, in relation to the Software and/or the Services, Snap Surveys may, at its sole discretion, procure the right for the Customer to continue using the Services or the Software, replace or modify the Services or Software so that they become

non-infringing or terminate this Agreement (or any part of it) on 5 days' notice to the Customer without any additional liability or obligation to pay additional costs to the Customer.

11.3 In no event shall Snap Surveys be liable to the Customer to the extent that the alleged infringement is based on:

(a) a modification of the Services, Software or Documentation by anyone other than Snap Surveys;

(b) the Survey Data;

(c) the Customer's use of the Services, Software or Documentation in a manner contrary to the instructions given the Customer by Snap Surveys;

(d) use by the Customer of anything other than the most recent version of the Software and/or Services made available to the Customer by Snap Surveys, including all relevant Updates; or

(e) the Customer's use of the Services, Software or Documentation after receiving notice of the alleged or actual infringement from Snap Surveys or any appropriate authority.

11.4 The Customer will defend, indemnify and hold harmless Snap Surveys and its Affiliates against any claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with (1) the use of the Services, Software and/or Documentation by or on behalf of the Customer (including without limitation by the Authorised Users and Respondents) (2) Survey Data; or (3) the Customer's breach of this Agreement, provided that:

(a) Snap Surveys gives the Customer prompt notice of any such claim;

(b) Snap Surveys provides reasonable co-operation to the Customer in the defence and settlement of any such claim, at the Customer's expense; and

(c) the Customer is given sole authority to defend or settle the claim (provided that no settlement may be made which involves an admission of liability on the part of Snap Surveys without its prior written consent (not to be unreasonably withheld or delayed)).

12. LIMITATION OF LIABILITY

12.1 This clause 12 sets out the entire liability of Snap Surveys to the Customer:

(a) arising under or in connection with this Agreement;

(b) in respect of any use made by the Customer of the Software, Services and Documentation or any part of them; and

(c) in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

12.2 Except as expressly and specifically provided in this Agreement:

(a) all warranties, representations, conditions and all other terms of any kind whatsoever (including without limitation as to merchantability, satisfactory quality, fitness for a particular purpose or non-infringement) implied by statute or common law or otherwise are, to the fullest extent permitted by applicable law, excluded from this Agreement;

(b) the Software, the Services and the Documentation are provided to the Customer on an "as is" basis; and

(c) Snap Surveys shall have no liability for:

(i) any damage caused by errors or omissions in any information, instructions or scripts provided to it by the Customer in connection with the Services or the Software, or any actions taken by Snap Surveys at the Customer's direction; or

(ii) any loss or damage which results from use by the Customer of anything other than the most recent version of the Software and/or Services made available to it by Snap Surveys, including all relevant Updates.

12.3 Nothing in this Agreement excludes the liability of Snap Surveys for:

(a) death or personal injury caused by Snap Surveys' negligence; or

(b) fraud or fraudulent misrepresentation; or

(c) any other liability that cannot be excluded or limited by law.

12.4 Subject to clause 12.2 and clause 12.3:

(a) Snap Surveys shall not be liable whether in contract (including under any indemnity), misrepresentation (whether innocent or negligent), tort (including negligence or breach of statutory duty), restitution or otherwise for any:

(i) loss of profits;

(ii) loss of business;

(iii) damage to goodwill and/or similar losses;

(iv) loss of anticipated savings;

(v) loss of use of systems;

(vi) costs of procuring or migrating to substitute software or services; or

(vii) any special, indirect or consequential or pure economic loss, costs, damages, charges or expenses
however arising under this Agreement; and

(b) Snap Surveys' total aggregate liability in contract (including under any indemnity), misrepresentation (whether innocent or negligent), tort (including negligence or breach of statutory duty), restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total Fees due to Snap Surveys during the 12 months immediately preceding the date on which the claim arose.

13. TERM AND TERMINATION

13.1 This Agreement shall, unless otherwise terminated as provided in this clause 13, commence on the Effective Date and shall continue for the Initial Term and, thereafter, this Agreement shall be automatically renewed for successive periods of 12 months (each a "**Renewal Period**"), unless:

(a) either party notifies the other party of termination, in writing, at least 30 days before the end of the Initial Term or any Renewal Period, in which case this Agreement shall terminate upon the expiry of the applicable Initial Term or Renewal Period; or

(b) otherwise terminated in accordance with the provisions of this Agreement.

13.2 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

(a) the other party commits a material breach of any term of this Agreement (or additionally, in the case of the Customer, the Acceptable Use Policy) which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;

(b) the other party is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or becomes insolvent or bankrupt; or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction); or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets; or enters into, or proposes, any composition or arrangement with its creditors generally, or any person seeks a moratorium in respect of it under Schedule A1 of the Insolvency Act 2000, or is subject to any analogous event or proceeding in any applicable jurisdiction; or

(c) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

13.3 In addition to its rights to terminate under clause 13.2(a), Snap Surveys may, if it reasonably considers that the Customer is in breach of this Agreement or the Acceptable Use Policy and without liability to the Customer, immediately suspend or disable the Customer's Account(s) and access to all or part of the Services and/or the Software and Snap Surveys shall be under no obligation to provide any or all of the Services or rights to use the Software until the breach has been remedied. Snap Surveys may also remove or require the Customer to remove any content published through the Services that Snap Surveys considers is illegal or harmful or which otherwise breaches the Acceptable Use Policy. Snap Surveys may take any other action such as disabling, restricting, or limiting access to, or distribution of, any such content or traffic as it considers appropriate and may also disclose such information to law enforcement authorities as Snap Surveys reasonably feels is necessary in the circumstances.

13.4 On termination of this Agreement for any reason:

(a) all payments due under this Agreement shall become payable immediately. Where Snap Surveys exercises its right to terminate, no refunds shall be due for any pre-paid Fees;

(b) Snap Surveys shall close the Customer's Account(s);

(c) the Customer shall immediately cease all use of the Software, Services and the Documentation and uninstall any copies of the Software from the Customer's System. The Customer shall provide a certificate of de-installation to Snap Surveys on request;

(d) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party; and

(e) Snap Surveys shall delete or return any Survey Data remaining in the Customer's Account(s) in accordance with clauses 6.26 to 6.29.

14. GENERAL

14.1 Any notice required to be given under this Agreement will be in writing, and be delivered to the address of the parties set out in the Order Form, or such other address as a party may designate. Notice may be delivered by personal delivery, courier, registered mail or email. Notices given by email shall be sent to Snap Surveys at legal@snapsurveys.com. The delivery of a notice will be deemed effective upon receipt, if delivered personally or by courier, or 5 business days from sending, if delivered by registered mail, or on successful transmission or receipt, if sending by email.

14.2 Snap Surveys shall not be liable to the Customer for any failure to perform or delay in performance under this Agreement to the extent that such non-performance or delay is caused by any circumstances beyond its reasonable control. If any period of failure or delay lasts for more than 60 days the Customer shall be entitled to terminate this Agreement by notice in writing.

14.3 Any failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not be construed as a waiver of that or any other right or remedy. Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

14.4 If any provision of this Agreement is found by any court or similar body to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

14.5 The Customer shall not, without the prior written consent of Snap Surveys, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement. Snap Surveys may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

14.6 Nothing in this Agreement is intended to or shall operate to create a partnership between the parties. Neither party is the agent for the other, and neither party has the authority to bind the other to any agreement with a third party.

14.7 Snap Surveys may refer to the Customer as a customer of it, and may use the Customer's name, logos and trade marks in Snap Surveys' marketing materials and on the Website.

14.8 Snap Surveys' Affiliates may enforce the terms of this Agreement. Otherwise, a person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

14.9 This Agreement, any documents referred to in it (including any documents incorporated herein by reference to a URL or otherwise) and the Order Form constitute the whole Agreement between the parties in relation to the Software and the Services and supersede any previous arrangement, understanding or agreement between them on this subject. Any terms and conditions appearing on a purchase order or similar document issued by the Customer do not

apply to the Software and the Services, do not override or form a part of this Agreement, and are void.

14.10 Where the Customer has purchased the Software and/or Services through a reseller or other intermediary and not directly from Snap Surveys, the Customer acknowledges that its sole remedy for any claims against Snap Surveys arising out of the supply and/or use of the Software and/or Services shall be as set out under the terms of this Agreement and the Customer hereby waives all rights to bring any claim against Snap Surveys by virtue of any arrangements with such intermediary.

14.11 Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

14.12 Snap Surveys may from time to time revise the terms and conditions of this Agreement by publishing a revised version on the Website, but those revisions will not vary this Agreement until the first day of any Renewal Period that follows the date that Snap Surveys publishes the revision on the Website.

15. GOVERNING LAW AND JURISDICTION

15.1 Subject to clause 15.2, this Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and the parties submit to the exclusive jurisdiction of the English Courts.

15.2 Snap Surveys may apply to any court anywhere in the world for an order restraining the Customer's use of the Software, Services and/or Documentation in breach of this Agreement and may enforce any such order.

SCHEDULE 1 – INFORMATION REGARDING THE PROCESSING OF THE SURVEY DATA

This Schedule sets out further details regarding the processing of the Survey Data. The Customer is responsible for keeping this information accurate and up to date and for notifying Snap Surveys of any additions or amendments required to it.

Subject matter and duration of the processing of the Survey Data

The subject matter of the processing is the Survey Data, and the duration of the processing is until the expiry or termination of the Agreement.

The nature and purpose of the processing of the Survey Data

The nature of the processing is the collecting, storing, backing-up, hosting, editing, deleting, analysing, and making available the Survey Data in accordance with the Customer's instructions. The purpose of the processing is to provide the Services to the Customer in accordance with the Agreement.

The types of Survey Data to be processed

The types of Personal Data to be processed may include contact details for Respondents and potential Respondents such as name, address, telephone number and email address and any

type of Personal Data that the Customer may choose to collect in a response to its surveys. This may include special categories of Personal Data.

Survey Data may include the location of an Authorised User's device at the time a survey is completed if the collection of location data is enabled for a given survey.

The extent of and types of Personal Data that the Customer may choose to collect is determined by the Customer in its sole discretion.

The categories of Data Subject to whom the Survey Data relates

The categories of Data Subjects whose Personal Data will be processed include Respondents and potential Respondents, and Authorised Users and other persons whose Personal Data may be contained in survey responses.

The obligations and rights of the Data Controller

The obligations and rights of the Data Controller (the Customer) are set out in the Agreement.

SCHEDULE 2 – SUPPORT SERVICES

1. SERVICES TO BE PROVIDED

During the Term, Snap Surveys shall provide the following support and maintenance services ("Support Services") to the Customer in accordance with this Schedule.

2. SUPPORT

2.1 During the Term, Snap Surveys shall provide the Customer with all or any of the following support services:

2.1.1 Helpdesk support. The Customer can telephone or e-mail Snap Surveys' Helpdesk, which is available 0900 to 1700 Monday to Thursday and 0900 to 1630 on Friday, excluding public holidays and the Christmas period. Snap Surveys' Helpdesk will respond to all communications within two business days.

2.1.2 At Snap Surveys' sole discretion, should the Customer's enquiry be best resolved with a training course then Snap Surveys will provide the Customer with a training recommendation.

2.1.3 At Snap Surveys' sole discretion, should the Customer's enquiry be best resolved by consultancy services then Snap Surveys will provide the Customer with a consultancy recommendation.

2.1.4 Access to Snap Surveys' online support services.

2.2 The Customer shall supply verbally or in writing to Snap Surveys a detailed description of any fault requiring Helpdesk support and the circumstances in which it arose, and shall submit sufficient material and information to enable Snap Surveys' support staff to duplicate the problem.

2.3 When appropriate, Snap Surveys will endeavour to give an estimate of how long a problem may take to resolve. Snap Surveys will keep the Customer informed of the progress of problem resolution. Snap Surveys' support staff will attempt to solve a problem as soon as reasonably possible.

3. MAINTENANCE

During the Term, Snap Surveys shall provide the Customer with all of any of the following maintenance services:

3.1 Error Correction

3.1.1 If the Customer discovers that the Software or Services are failing to perform in accordance with the Documentation in a material respect then the Customer shall notify Snap Surveys of the defect or error in question and provide Snap Surveys (so far as the Customer is able) with a documented example of such defect or error.

3.1.2 Snap Surveys shall use its reasonable endeavours to correct promptly such defect or error. Snap Surveys shall provide the Customer with all assistance reasonably required by the Customer to enable the Customer to implement the use of the corrected version of the Software or Services.

3.2 Updates

3.2.1 From time to time Snap Surveys may notify the Customer that an Update to the Software is available and the Customer shall install the relevant Update.

4. EXCLUDED SUPPORT AND MAINTENANCE

4.1 Snap Surveys shall be under no obligation to provide the Support Services in respect of:

4.1.1 issues resulting from any modifications or customisation of the Software or the Services not authorised in writing by Snap Surveys;

4.1.2 incorrect or unauthorised use of the Software or Services;

4.1.3 any fault in the Customer's System;

4.1.4 defects or errors caused by the use of the Software or Services with any software other than the Software;

4.1.5 use of the elements of the Software or Services in any combination other than those intended by Snap Surveys;

4.1.6 the Customer's failure to install and use any Update.

4.2 Snap Surveys shall not be obliged to make modifications or provide support in relation to the Customer's System, operating system software, or third party application software or any data feeds or external data.

5. CUSTOMER'S OBLIGATIONS

5.1 The Customer shall:

5.1.1 operate the Software and Services in accordance with Snap Surveys' instructions;

5.1.2 provide Snap Surveys with such reasonable assistance as Snap Surveys may request, including, but not limited to, providing sample output and other diagnostic information.

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