

MASTER SERVICE AGREEMENT

This Agreement governs your acquisition and use of our services. By accepting this Agreement, either by registering on www.surveysparrow.com or by clicking a box indicating your acceptance or by executing an order form or any other documentation that references this Agreement or by using the services, you agree to the terms of this Agreement. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions, in which case the terms “you” or “your” shall refer to such entity and its affiliates. If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept this Agreement and may not use the services.

If you register for a free plan or trial of our services, the applicable provisions of this Agreement shall govern the same.

Definitions

For the purposes of this Agreement, the following definitions and rules of interpretation shall apply.

“Agreement” means this Terms of service including its amendment, if any.

“Term” means the duration of the provision of the Services under this Agreement including its renewal term unless terminated earlier in accordance with the terms contained herein.

“Representatives” means either Party’s employees, officers, representatives, permitted assigns or subcontractors involved in the provision or receipt of the Services.

“Services” means SurveySparrow Inc.’s proprietary software-as-a-service solution(s), including the Dashboard, SurveySparrow application programming interfaces (APIs), SurveySparrow Code and SurveySparrow Apps, as described in the applicable Order Form.

“Third-Party Platform” means any software, software-as-a-service, data sources

or other products or services not provided by SurveySparrow that are integrated with Services.

“We”, “Us” or “Our” means SurveySparrow Inc., USA.

“You” or “Your” means an individual, a company or other legal entity who register with Us to obtain a SurveySparrow Account and has access to use the Services, for which you are accepting this Agreement, including its Affiliates.

“Account” means SurveySparrow account created by You.

“User” means an individual who is authorized by You to use Our Service, for whom You have purchased a subscription (or in the case of any Services provided by Us without charge, for whom a Service has been provisioned), and to whom You (or, when applicable, Us at Your request) have supplied a user identification and password (for Services utilizing authentication). Users may include, for example, Your employees, consultants, contractors, agents, and third parties with which You transact business.

“Privacy Policy” specifies the types of personal data SurveySparrow Inc., obtains through the SurveySparrow.com website, Our product, and services offered by Us, how we may use that personal information, with whom we may share it and how You may exercise Your rights relating to Our processing of that data. The Privacy Policy additionally describes the measures we take to secure Your personal data and how You can contact Us to learn more about Our privacy practices.

“Security Features” means any security feature, including any encryption, pseudonymisation, key, PIN, password, token or smartcard.

“Standard Contractual Clauses” means the contractual clauses dealing with the transfer of Personal Data outside the EEA, which have been approved by (i) the European Commission under Data Protection Legislation, or (ii) by the ODPC or an equivalent competent authority under Data Protection Legislation.

“Order Form” means the agreement for the purchase of subscription of Our Services pursuant to this Agreement (the details of which are incorporated therein) that is entered into between You and Us from time to time, including any addenda and supplemental thereto. Order Forms shall be deemed incorporated into this Agreement by reference. By entering into an Order Form pursuant to this Agreement, You agree to be bound by the terms of this Agreement.

1.0 General Conditions

1.1 Eligibility

By agreeing to these Terms of Service, You represent and warrant that You have attained the age of majority as per the applicable law to which You are subject to in Your state or province of residence; not based in Cuba, Iran, North Korea, Syria, or any other territory that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a “terrorist-supporting” country; not be listed on any U.S. government list of prohibited or restricted persons; the contact and billing information provided/to be provided are true, accurate, up-to-date and complete; and that the use of Our Services/site by any of Your minor dependants shall be deemed to be under Your express consent.

1.2 Unlawful Use of Our Services

You shall neither use or permit to use Our products for any illegal, unlawful, harmful, fraudulent or unauthorized purpose nor in the use of the Service violate any applicable laws in Your jurisdiction (including but not limited to data protection law). You shall notify Us immediately on becoming aware of any such unauthorised use of Our products or suspected breach of security or breach of these Terms. You shall not transmit any worms or viruses, spam (which for these purposes shall include all unlawful marketing communications, unsolicited commercial communications) or any code of a destructive nature. A breach or violation of any of the Terms contained herein will result in an immediate termination of provision of Our Services to You under this Agreement without prior notice to You. We may refuse the Services, suspend or close the Account for any valid reason at any time.

1.3 Your Content

You understand that Your content (not including credit card information) may be transferred and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

The headings used in this Agreement are included for convenience only and will not limit or otherwise affect these Terms.

2.0 Use of Services & Content

2.1 Subscriptions

Unless otherwise provided, (a) Services and access to Account content are purchased as subscriptions, (b) subscriptions may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions.

2.2 Usage Limits

Services and content are subject to usage limits, including, for example, the quantities. Unless otherwise specified,

- (a) a quantity refers to Users, and the Service or content may not be accessed by more than that number of Users,
- (b) a User's password may not be shared with any other individual, and (c) except otherwise provided for, a User

identification may only be reassigned to a new individual replacing one who will no longer use the Service or content. If You exceed a contractual usage limit, We may work with You to seek to reduce Your usage so that it conforms to that limit. If, notwithstanding Our efforts, You are unable or unwilling to abide by a contractual usage limit, You will subscribe for additional quantities of the applicable Services or content promptly upon Our request, and/or be liable to pay any additional charges for such excess usage.

2.3 Prohibited Content

Following activities are prohibited on Our platform and we shall actively suspend Your Account if they are found:

- Downloading or installing software applications not intended for software testing e.g., bitcoin mining, gaming servers and other illegitimate activities;
- Use and access of pornographic content;
- Indulging in any unlawful and fraudulent activities.

3.0 Your Responsibilities

3.1 Compliance of applicable laws, Terms of Service

You will (a) be solely responsible for Users' compliance with this Agreement, (b) be responsible for the accuracy, completeness, quality, transmission, content and legality of Your Data (as defined in the DPA) and the means by which You acquired Your Data, (c) use commercially reasonable efforts to prevent unauthorized and unlawful access to or use of Services and content, and notify Us promptly of any such unauthorized access or use, (d) use Services and content only in accordance with this Agreement and applicable laws, rules and government regulations. Further You hereby agree and acknowledge that any action or omission by a User on Your behalf including placing Service Order Form and its contents is deemed to be an authorised action by You and hence You shall have no claim in this regard.

3.2 Use Restrictions

You will not (a) make any Services or content available to, or use any Services or content for the benefit of, anyone other than You or Users, unless expressly permitted by Us, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any Services or content, or include any Services or content in a service bureau or outsourcing offering, (c) use Our Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use Our Services to store or transmit malicious code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Services or content or its related systems or networks, (g) permit direct or indirect access to or use of any Services or content in a way that circumvents a contractual usage limit, or use any of Our Services to access or use any of Our intellectual property except as permitted under this Agreement, (h) copy a Service or any part, feature, function or user interface thereof, (i) copy content except as permitted herein, (j) frame or mirror any part of any Services or content, other than framing on Your own intranets or otherwise for Your own internal business purposes or as permitted under this Agreement, (k) access any Service or content in order to build a competitive product or service or to benchmark with any product or service, or (l) reverse engineer any Service.

Any use of Our Services in breach of this Agreement, by You or Users that in Our judgment threatens the security, integrity or availability of Our Services, may result in Our immediate suspension of

the Services, however We will use commercially reasonable efforts under the circumstances to provide You with notice and an opportunity to remedy such violation or threat prior to such suspension, the failure of which shall result in termination with immediate effect.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Services, use of the Services, or access to the Services or any content on the website or product through which the Service is provided, without written express consent by Us.

4.0 Subscription Term

When You sign up for an Account and agree to these Terms, the Agreement between You and Us is formed, and the term of the Agreement (the “Term”) will begin. The Term will continue for as long as You have a SurveySparrow Account or until You or We terminate the Agreement in accordance with these Terms, whichever happens first. If You sign up for an Account on behalf of a company or other entity, You represent and warrant that you have the authority to accept these Terms and enter into the Agreement on its behalf.

5.0 Intellectual Property Rights

5.1 Our Proprietary Rights

Neither these Terms nor use of the Services grants You ownership in the Services or the content you access through the Services (other than Your content). Nothing on Our Website or in this Agreement should be construed as granting any license or right to use any trademarks, trade names, logos, or any other brand element displayed on the Website, unless You have been granted explicit written permission to use the same. These Terms do not grant Us any licenses or rights to Your Content except for the limited rights needed for Us to provide the Services, and as otherwise described in these Terms.

5.2 Your Proprietary Rights

You further represent and warrant that You either own or control the appropriate rights in and to Your Content, including any intellectual property owned by third parties; and You will not submit, upload, or otherwise make available via the Services, any Content or materials that (i) You do not have the rights necessary to use, transmit, publish, or to grant Us the license as described herein; or (ii) infringe, misappropriate, or otherwise violate any intellectual property, publicity or other rights of any third party.

6.0 Third Party Products/Services

6.1 Integration with Third Party Service

If You enable any third-party applications for use in conjunction with Our Services, You acknowledge that We may allow such providers access to Your data. We merely act as an intermediary platform between You and Third Party Services and shall not be responsible and liable for any action or omission relating to or resulting from provision of Third Party Services to You. Your use of the third party applications services and relationship with third party applications service providers shall be subject to and governed by a separate agreement between You and such provider of third party services. We will no longer be accountable and liable for any disclosure, amendment or deletion of Your data, as a result of such access by third-party applications, thereupon. We shall not sell Your data to any third-party applications.

6.2 Discontinuation of a Third Party Service

We reserve the right to discontinue the use or suspend the availability of any third party service for any reason whatsoever without any prior notice.

7.0 Confidentiality & Privacy

7.1 Purpose Limitation

Neither party will use or disclose the other party's confidential information without the other party's prior written consent except for the purpose of performing its obligations under this Agreement or if required by law, regulation or court order; in which case, the party being compelled to disclose confidential information will give the other party a notice as much as is reasonably practicable, prior to disclosing the confidential information.

7.2 Restriction on Use and Disclosure

Neither Party shall disclose the other Party's confidential information to any person or entity other than its officers, employees, consultants, contractors who need access to such confidential information in order to effect the intent of the Agreement and who entered into written confidentiality agreements with it at least as restrictive as contained herein.

7.3 Compliance with applicable laws

You will have, maintain and abide by an appropriate privacy policy that clearly dictates all Your rights to Your personal information, satisfies the requirements of applicable data protection law and will comply with all applicable laws, policies, and regulations. You must not circumvent any privacy features (e.g., an opt-out) that are part of the Service.

*Please read Our [Privacy Policy](#) for information regarding how We collect, use, and disclose Your personal information and the privacy rights available to You when You use and interact with the Service and We agree to abide by them.
And You agree that We may use and share Your content in accordance with Our Privacy policy and applicable data protection laws.*

8.0 Data Protection

We acknowledge that all intellectual property rights in Your content are and will remain the property of You and/or the relevant data subjects as defined in the DPA), as the case may be; and that We shall have no rights in or to Your content and/or Data collected by You other than the right to Process it for the purposes set out in this Agreement. You reserve the right to access, modify, delete and transfer Your content and/or Data. To the extent We agree to process Your Data on Your behalf for the performance of Our obligations under this Agreement, You agree to subject to Our [Data Processing Agreement](#) ("DPA"), which is incorporated into and forms an integral part of these Terms. The DPA sets out Our obligations with respect to data protection and security when processing Your Content on Your behalf in connection with the Service. Please refer to Our DPA document to learn more about Our commitment and obligations towards You with respect to data protection and security.

9.0 Representation and Warranties

You represent and warrant that (i) You will comply with all laws and regulations applicable to Your use of the Services;

(ii) You have obtained and maintained all rights, licenses, permissions, authority and/or power and valid consents required to lawfully transfer data to Us and to enable such data to be lawfully processed by Us for the purposes of providing the Services or as otherwise directed by You; (iii) the data you submit, Your use of such Data and Our use of such Data provided by You as set forth in these Terms do not and shall not infringe or violate any IP claims, data protection or any other rights of third parties; (iv) If You collect any personal information pertaining to a minor and store such information within Your SurveySparrow Account, You shall and/or have obtained valid consent for such activities according to the applicable laws of the jurisdiction in which the minor lives; (v) the credit card information You provide is accurate, up-to-date and correct if You have elected to pay the fees by credit card and You will promptly notify Us of any changes to such information.

10.0 Billing Plan

We have put the pricing plans on the website, which may be changed from time to time.

Our charges for annual plans are posted on Our Website and may be changed from time to time. Payments are due on the same or closest date to the day You made Your first payment (the “Pay Date”). If You go over Your limit and reach another pricing level, then You’ll have to pay at the higher level on or before the next Pay Date. If the Term ends before that payment is due, You’ll still be required to make the payment at the higher level.

SurveySparrow may at its sole discretion offer a one time discount on the listed pricing (“Discounted Price”) applicable for paid subscription Services. You acknowledge that You are entitled for such Discounted Price only for the initial term of the subscription period; upon renewal, You will be required to make the payment of the standard subscription fee in accordance with the terms of the pricing plan published on Our Website.

As long as You're a member of SurveySparrow Account or have an outstanding balance with Us, You'll provide Us

with valid credit card information and authorize Us to deduct the subscription charges against that credit card. You will replace the information for any credit card that expires with information for a valid one. Anyone using a credit card represents and warrants that they are authorized to use that credit card and that any and all charges may be billed to that credit card and won't be rejected. If We're unable to process Your credit card transaction, We'll try to contact You by email and move the Account to a free plan when there is no action.

11.0 Termination by You

11.1 Termination

You may terminate Your Account on mutual consent by giving Us 30 days' prior notice in writing at any time You wish to stop availing the Services or when You cease using Our Services. However, You shall not be entitled for a refund if You terminate Your Account in the middle of a subscription period for any reason, whatsoever.

12.0 Termination by Us

We may terminate Your Account if in Our sole judgment (i) You have materially breached any term or provision of this Terms of Service; (ii) You cease Your business operations; or (iii) You become insolvent. We may also limit, suspend or terminate Your Account at any time if We have reasons to believe that (i) You have failed to comply with the terms contained herein; (ii) You use the SurveySparrow Account in such a way that causes legal or financial liability to Us;

(iii) Suspected misconduct by You; (iv) failure to make payment of subscription fees on due date (v) We suffer any loss or damages on account of Your gross negligence and wilful act or omission and You will remain liable for all amounts due, up to and including the date of termination; and/or accordingly We may deny You access to Our Services (or any part thereof). And in no event shall we be held liable for any losses or damages suffered by You on account of Your use of the Services in violation of the terms contained herein.

13.0 Post Termination Obligations

Your obligations and liabilities including any outstanding payment incurred prior to and till the termination date shall survive the termination of this Agreement for all purposes.

14.0 Force Majeure

In no event shall the Parties be held responsible and liable for any delay or failure in performance of any part or

whole of the Services if such delay or failure to perform is due to reasons beyond their control. This includes, but is not limited to, acts of god, changes to law or regulations, embargoes, war, terrorist acts, riots, fires, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, unusually severe weather conditions, and acts of hackers, or third-party internet service providers.

15.0 Disclaimer of Warranties

To the fullest extent permitted by applicable law, except as expressly provided for in this agreement, the services and any guidance or recommendations therein are provided “as is” and surveysparrow inc., makes no other representation, warranty and/or condition of any kind, whether express, implied, statutory or otherwise, including

without limitation warranties of merchantability, fitness for a particular purpose and non-infringement or any representations regarding availability, reliability, or accuracy of the services.

16.0 Limitation of Liability

To the extent permitted by applicable law, SurveySparrow Inc., its officers, employees, consultants, contractors and agents will not be liable for Your lost revenues, loss of data, loss of business, business interruption or other indirect, special, incidental, consequential, exemplary, or punitive damages of any kind or nature whatsoever, arising out of or in connection with the Services or these Terms even if SurveySparrow Inc., or its subsidiaries and affiliates have been advised of,

knew, or should have known that such damages were possible, and even if direct damages do not satisfy a remedy. If You suffer loss or damage as a result of SurveySparrow Inc.'s negligence or failure to comply with these Terms, any claim by You arising from SurveySparrow Inc.'s negligence or failure will be limited in respect of any one incident, or series of connected incidents, to the Subscription Fees paid by You in the previous 12 months.

If You are not satisfied with the Service, Your only remedy will be to terminate this Agreement at any time by notifying Us that You no longer wish to use Our Services.

17.0 Unauthorized Use of Service

We shall not be held responsible and liable for (i) any loss, damage or expenses resulting from the modification or alteration of the Services made by any one other than Us; (ii) any unauthorized use of the Services and its consequences. However we may alter, modify or change any feature or part of the Services at our sole discretion for any reason without being liable to you in any manner whatsoever.

18.0 Indemnification

18.1 Indemnification by Us

Subject to Your compliance with these Terms, We will indemnify and hold You harmless, from and against any claim brought against You by a third party alleging that the Service(s) You subscribed to infringes or misappropriates such third party's valid patent, copyright, or trademark (an "IP Claim"). We shall, at Our expense, defend such IP Claim and pay damages finally awarded against You in connection therewith, including the reasonable fees and expenses of the attorneys, provided that (a) You promptly notify Us of the threat or notice of such IP Claim; (b) We have or will have the sole and exclusive control and authority to select defense attorneys, defend and/or settle any such IP Claim; and

(c) You fully cooperate with Us in connection therewith. We will have no liability or obligation with respect to any IP Claim if such claim is caused in whole or in part by (i) compliance with designs, data, instructions or specifications provided by You; (ii) modification of the Service(s) by anyone other than Us; or (iii) the combination, operation or use of the Service(s) with other hardware or

software where the Service(s) would not by themselves be infringing.

The above section states Our sole, exclusive and entire liability to You and constitutes Your sole remedy with respect to an IP Claim brought by reason of access to or use of the Service(s) by You.

18.2 Indemnification by You

To the extent permitted by applicable law, You agree to indemnify, defend and hold harmless SurveySparrow Inc. and Our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs made by any third-party) arising out of any breach of this Terms of Service or the documents that is incorporated by reference, or Your violation of any law or the rights of a third-party including infringement and misappropriation of IP Claim.

19.0 Use of Logo and Names

You accept and authorize Us to use Your name and logo to identify as Our customer or User of the Service on Our website, marketing materials or otherwise by public announcements.

20.0 Non-Assignment of Rights

You shall not assign any of the rights granted by us herein or delegate any of Your obligations hereunder to any third party, whether by operation of law or otherwise, without Our prior express written consent.

21.0 Severability

In the event that any provision of this Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

22.0 Relationship of Parties

The Parties hereto are independent contractors. Nothing in this Agreement will be construed to create a partnership, joint venture, franchise, fiduciary, employment or agency relationship between the parties.

23.0 Non-exclusive Service

You agree and acknowledge that the Services are being provided on a non-exclusive basis. Nothing in this Agreement shall be deemed to prevent or restrict Our ability to provide the Services or any part of the Services including any features or functionality first developed for You, to other parties.

24.0 Changes to Terms of Service

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at Our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to Our website. We will notify any material changes in the Terms of Service by sending an email to the email address You had given for Account creation. In case You have opted-out of Our email notifications You are recommended and liable to check this page on a periodic basis to know the changes. Your continued use of or access to Our website or the Services following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

25.0 Entire Agreement

This Terms of Service and any policies or operating rules posted by Us on this site or in respect to the Service constitutes the entire agreement and understanding between You and Us and govern Your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between You and Us (including, but not limited to, any prior versions of the Terms of Service). Any subsequent

Service Order Form that is entered into between You and Us shall be considered incorporated by reference into this Terms of Service and form an integral part of the same. Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

26.0 Conflict of Provisions

In case of any conflict between any provisions contained in the Terms of Service and subsequent Service Order Form, Service Order shall prevail to the extent of such conflict of provisions.

27.0 Waiver

The failure of Us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

28.0 Governing Law and Jurisdiction

28.1 Jurisdiction

Each Party agrees to submit to the exclusive and personal jurisdiction of the Courts located in California, USA.

28.2 Governing law

The terms of this Agreement shall be governed by the laws of the State of California. In the event of any conflicts between foreign law, rules, and regulations, the governing law shall prevail. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply to this Agreement.

28.3 Language

The Parties confirm that it is their wish that this Agreement as well as other documents relating to this Agreement, including notices, be drawn up in English only.

29.0 Notices

Any notices required or permitted to be given under this Agreement or related to Our services should be addressed to:

**SurveySparrow Inc., 2345
Yale St FL 1 Palo Alto, CA
94306**

All notices related to this Agreement will be in writing and will be effective upon Our receipt of Your email to privacy@surveysparrow.com. Billing-related notices to You will be addressed to the relevant billing contact designated by You. All other notices to You will be addressed to the relevant person designated by You.

CONTACT SURVEYSPARROW INC.

Should You have questions about the Terms of Service, please send Us an email to privacy@surveysparrow.com