

## Medallia Generative AI Addendum

This Generative AI Addendum (the “**Addendum**”) is effective as of the last date of signature below or as applicable in the date set forth in the Order, Statement of Work, or similar document (“**Effective Date**”), and is between Medallia, Inc. (“**Medallia**”) and the eligible Ordering Activity under the GSA Schedule contract identified in the Purchase Order, Statement of Work, or similar document (“Customer or “Ordering Activity”). Medallia and Customer are parties to a Medallia Master Subscription Agreement (the “**Agreement**”), which permits Customer to purchase subscriptions of Medallia Products Unless otherwise defined in this Addendum, all capitalized terms herein have the meanings given in the Agreement. Upon the Effective Date, this Addendum shall be incorporated into and become part of the Agreement. Notwithstanding anything else to the contrary in the Agreement, the parties hereby agree that the terms of this Addendum shall control in the event of any conflict between the terms of the Agreement and this Addendum.

### 1. Ownership and Use Rights

- a. **Input and Output.** Customer retains all right, title, and interest in all Input and Output. Medallia will not use any Government Data, Input or Output for the purpose of training, fine-tuning, or developing any AI system for use by other customers without express written consent of Customer. “**Input**” means any (i) text, images, audio, video, files, other data or content and (ii) instructions, parameters, rules, or logic that are input or otherwise submitted by or on behalf of Customer to a Medallia Generative AI Feature. “**Output**” means any original or derivative text, images, audio, video, files, streams, or other data or content, or actions generated and returned by a Medallia Generative AI Feature, prior to any modification thereof, based on Input. “**Customer Data**” means all data within a Medallia Product delivered to Medallia by or on behalf of Customer or collected by Medallia on behalf of Customer, including Personal Data and any Input, solely for purposes of this Addendum. Output may not be unique and the Medallia Generative AI Features, due to their nature, may generate similar results for other Medallia customers. Government Data means any information, (including metadata), document, media, or machine-readable material regardless of physical form or characteristics that is created or obtained by the Government, or a contractor on behalf of the Government, in the course of official Government business.
- b. **Suggestions.** Some Medallia AI Features may have a mechanism for Customer to provide feedback on the quality of Output or the performance of the Medallia AI Features. In such cases, Customer grants, and represents that it has the authority to grant Medallia, a worldwide, perpetual, exclusive, transferable, irrevocable, royalty-free license to use such feedback without restriction or obligation provided it cannot be linked to or used to identify Customer and their respective users or end-customers. Medallia acknowledges that the ability to use this Agreement and any feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71.

2. **Medallia Generative AI Feature Information.** Medallia will provide the Medallia Generative AI Feature in accordance with the Product Description for the applicable Medallia software-as-a-service product (a “**Medallia Product**”), attached hereto as Exhibit 1 and published on <https://product-descriptions.medallia.com/> (password: MedalliaProducts). “**Medallia Generative AI Feature**” means a feature identified in a Product Description as containing or incorporating Generative AI. Customer reserves the right to disable any Medallia Generative AI Feature at any time and for any reason and are not required to use any Medallia Generative AI Feature.

3. **Disclosure of Generative AI Features.** Medallia will disclose to Customer when Medallia Generative AI Features are enabled for Customer and will provide a description of such features, including their functionality and purpose.
4. **AI Acceptable Use Policy.** Without limiting the other compliance obligations of Customer under the Agreement, Customer's use of Medallia AI Features is subject to this AI Acceptable Use Policy. "**Medallia AI Feature**" is defined as a Medallia Product feature, including, but not limited to, Medallia Generative AI Features, that incorporates or otherwise uses an AI model (defined as a computerized or software-based system that is designed to operate with varying levels of autonomy, that exhibits seemingly intelligent or human-like judgment).
  - a. **Specific AI Prohibitions:** Customer shall not use any Medallia AI Feature or its Output: (i) in any manner prohibited by or in violation of applicable laws; (ii) to create, or as a component of, any "high-risk" (or similar terms) AI system as defined by applicable laws; or (iii) for automated decision-making with legal or similarly significant effects on individuals.
  - b. **Output Handling:** Customer acknowledges that Output from Medallia Generative AI Features is generated by an AI model and may contain inaccuracies, errors, or biases or reflect Personal Data if such data was present in the Input. Customer agrees to: (i) independently review and validate all Output before any use or reliance thereon, particularly for decisions impacting individuals; (ii) assume sole responsibility for all decisions made, actions taken, and compliance obligations arising from its use of Output; and (iii) not represent Output as being solely human-generated or as endorsed by Medallia.
  - c. **Restricted Inputs:** Customer shall not provide Input that infringes third-party rights or is intended to generate Output that is illegal, harmful, or infringing.
5. **Disclaimer of Warranties.** MEDALLIA WARRANTS THAT THE OUTPUTS WILL PERFORM SUBSTANTIALLY IN ACCORDANCE WITH OUTPUT WRITTEN MATERIALS ACCOMPANYING IT. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, CUSTOMER ACKNOWLEDGES THAT THE OUTPUTS ARE BASED ON CUSTOMER'S INPUTS AND ANY OTHER CUSTOMER DATA PROVIDED TO OR COLLECTED BY MEDALLIA ON BEHALF OF CUSTOMER AND THAT MEDALLIA HAS NO CONTROL OVER ANY SUCH INPUTS, CUSTOMER DATA OR OUTPUTS AND DOES NOT REVIEW THE FOREGOING FOR ACCURACY. ACCORDINGLY, ALL OUTPUTS ARE PROVIDED "AS IS" AND WITH "ALL FAULTS," AND MEDALLIA MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE WITH RESPECT TO ANY INPUTS OR OUTPUTS, INCLUDING ANY WARRANTIES OF ACCURACY, COMPLETENESS, TRUTHFULNESS, TIMELINESS OR SUITABILITY, INFRINGEMENT, OR RELIABILITY FOR CUSTOMER'S INTENDED USE CASES. OUTPUTS ARE NOT PART OF THE MEDALLIA PRODUCTS AND ARE NOT SUBJECT TO ANY INDEMNITY IN THE AGREEMENT.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE MASTER AGREEMENT NO SERVICE LEVEL COMMITMENTS OR SERVICE CREDITS SHALL APPLY TO THE MEDALLIA GENERATIVE AI FEATURES.
6. **Subprocessors and Processing Locations.** Medallia Generative AI Features may utilize Amazon Web Services, Inc. for hosting and processing within the United States. Medallia may change, revise, and add new subcontractors for Medallia Generative AI Features by providing at least fifteen (15) days' prior notice to Medallia's Subprocessor Notification List, to which Customer may subscribe at [https://go.medallia.com/SubprocessorUpdateList\\_RequestForm.html](https://go.medallia.com/SubprocessorUpdateList_RequestForm.html). Customer may object to Medallia's appointment of a new subcontractor for Medallia Generative AI Features according to the processes identified in the Agreement. For all subcontractors for Medallia Generative AI Features, Medallia (i) has bound the subcontractor to agreements requiring it to conform to law, regulation, industry standards, and the quality,

confidentiality, and privacy standards reflected in the Agreement; and (ii) remains responsible for delivery of the scope established in the Order. For clarity, this Section 4 shall be deemed to supplement any existing authorizations for subprocessors or processing locations, but solely with respect to the Medallia Generative AI Features.

## 7. **Ownership and Use Rights**

- a. **Input and Output.** All Input and Output is Customer Data. “**Input**” means any (i) text, images, audio, video, files, other data or content and (ii) instructions, parameters, rules, or logic that are input or otherwise submitted by or on behalf of Customer to a Medallia Generative AI Feature. “**Output**” means any original or derivative text, images, audio, video, files, streams, or other data or content, or actions generated and returned by a Medallia Generative AI Feature, prior to any modification thereof, based on Input. “**Customer Data**” means all data within a Medallia Product delivered to Medallia by Customer or collected by Medallia on behalf of Customer, including Personal Data and any Input, solely for purposes of this Addendum. For the avoidance of doubt, as between Customer and Medallia, Customer retains all right, title, and interest in all Input and Output. Customer’s Output may not be unique and the Medallia Generative AI Features, due to their nature, may generate similar results for other Medallia customers.
  - b. **Customer Suggestions.** Some Medallia AI Features may have a mechanism to provide feedback on the quality of Output or the performance of the Medallia AI Features. In such cases, Customer grants Medallia a worldwide, perpetual, exclusive, transferable, irrevocable, royalty-free license to use such feedback without restriction or obligation provided it cannot be linked to or used to identify Customer, Customer’s users, or Customer’s end-customers.
  - c. **No Model Training with Customer Data.** Medallia will not use any Government data, Input or Output (including any nonpublic agency data or results) for the purpose of training, fine-tuning, or developing any AI system for use by other customers without the Customer’s express written consent. For clarity, nothing in this Section 7(c) shall restrict Medallia from using Customer Data to train or improve models solely for Customer’s own use, including customer-specific classifiers or configurations that remain limited to Customer’s environment.
8. **Future Federal AI Requirements.** The parties agree to negotiate in good faith any amendments reasonably necessary to comply with future AI-specific U.S. federal requirements applicable to this Addendum or the Agreement.
  9. **No Other Changes.** Except as expressly provided herein, all terms and conditions of the Agreement, including, but not limited to, provisions relating to data privacy, security, and confidentiality, shall remain in full force and effect. This Addendum does not negate, and shall not be interpreted as attempting to negate, any obligations of either party under applicable law.

**Medallia, Inc.**

**[CUSTOMER]** \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit 1**  
**Medallia Experience Cloud Product Description - Including Generative AI**



## **MEDALLIA EXPERIENCE CLOUD PRODUCT DESCRIPTION**

### **1. OVERVIEW**

With “**Medallia Experience Cloud**” (or “**MEC**”), Medallia’s software-as-a-service product suite, a Medallia customer (a “**Customer**”) can capture experience signals from their end-customers and employees, learn from real-time reporting and analysis of those signals, and take action to improve relationships and optimize business processes. Customers may subscribe to MEC by purchasing a subscription to either **Medallia Experience Cloud - Annual Experience Data Record Tier** or **Medallia Experience Cloud Gen AI - Annual Experience Data Record Tier** (each an “**MEC Subscription**”) through an order form with Medallia (an “**Order Form**”). This document describes MEC’s capabilities and defines which features are included in each MEC Subscription.

Section 2 defines **Experience Data Records**, the data captured and imported into MEC for reporting, analysis, and action, and Section 3.A (**Experience Data Record Sources**) identifies how Experience Data Records may be imported into MEC. Included in every MEC Subscription are the reporting/analysis, response, feedback capture, and data integration capabilities outlined in Section 3.B (**Platform Features**). Subscriptions to Medallia Experience Cloud Gen AI - Annual Experience Data Record Tier also includes access to the generative artificial intelligence tools listed in Section 3.C (**Generative AI Features**) if Customer has signed the Medallia GenAI Addendum. Optional add-on capabilities (such as “**Partner Packaged Integrations**” and “**Mutual Transport Layer Services (mTLS) for Outbound API Integrations**”) are described in Section 4 (“**Add-On Features**”), and will be identified in the Order Form if they are included in Customer’s MEC Subscription.

The MEC uptime service level commitments are stated in Exhibit A (the “**SLA**”). Medallia also offers several different technical support plans (“**Success Plans**”). MEC Subscriptions include the Standard Success plan for detecting and troubleshooting technical issues and answering MEC product-related questions. Alternative success plans, if purchased, will be listed in the Order Form. The applicable Documentation for all Success Plans can be found at [product-descriptions.medallia.com](https://product-descriptions.medallia.com) (password: MedalliaProducts).

MEC relies on the subprocessors listed at <https://www.medallia.com/subprocessors>. Applicable subprocessors will only be used to the extent Customer enables the corresponding product functionality.

### **2. EXPERIENCE DATA RECORDS**

All MEC Subscriptions are purchased on the basis of “**Experience Data Records**” tiers. An Experience Data Record or “**EDR**” is the data representing a discrete interaction between Customer and its end-customer or employee that Customer chooses to store in the MEC database as a completed record.

A single EDR includes any Customer-provided and Medallia-enabled signals associated with the interaction for processing and reporting that can be stored in the MEC database as a completed record. For example, when an end-customer interacts with Customer’s call center agent, that one EDR may include any signals that Customer or Medallia-certified professional services have configured about that interaction (e.g., the end-customer’s survey response and video comment, and the agent’s own notes about the call). To validate Customer’s actual EDR volume against the tier of EDRs purchased in an Order Form, a new EDR created in a rolling 12 month period is counted as one EDR.

### 3. PLATFORM

#### A. Experience Data Record Sources

##### Web-Based

Customers can capture feedback through feeded surveys, unique web form survey links generated based on invitation file data provided to Medallia by Customer to trace responses back to individual end-customers or employees. Feeded surveys can be distributed through MEC by email or exported to Customer for other modes of distribution. Alternatively, Customers can generate a feedless open web form survey link without a unique identifier or invitation file data. Web-based surveys are supported on the most recent stable releases of Firefox, Chrome, Safari, and Microsoft Edge. **“Survey Email Masking”** allows Customer to rebrand the ‘From’, ‘Reply-to’ and ‘Return-path’ email domains to a Customer-owned domain using sender policy framework, replacing ‘@medallia.com’ with ‘@[insert]’.

##### Digital Feedback

**“Digital Feedback”** allows Customers to capture end-users’ feedback proactively on their digital properties using triggering rules (**“Digital Survey Intercept”**) and passively via button, hyperlinked text, or embedded survey form. Digital Feedback for websites gathers feedback on a Customer’s website via JavaScript for the latest major release of the following web-browsers: Google Chrome, Firefox, Safari, and Microsoft Edge. Digital Feedback in-app gathers feedback from within a Customer’s mobile application as downloaded from the App Store or Google Play store via a software development kit (**“SDK”**) or developer toolkit and APIs. The SDK also allows end-customers to post app ratings in the App Store or Google Play store. The SDK supports only the environments stated in our most up-to-date integration documentation. Updates will be made available within a commercially reasonable period of time following the general availability release of new Android and iOS versions. The relevant SDK versions will be updated on a regular release cadence with product enhancements and new functionality to benefit Customers by capturing end-users’ feedback. Outdated versions of the SDK will be designated as “deprecated” when enhancements and bug fixes will not be made any more and “terminated” where the SDK itself is no longer technically supported for Customer use. It is Customer’s responsibility to upgrade to supported SDK versions on a regular basis and Medallia will not be held accountable or liable for any unsupported SDK.

**Digital Feedback for connected devices** provides a developer toolkit and APIs to integrate proactive and passive feedback within Customer’s internet-connected devices. Customers are responsible for design and implementation of the end-customer user engagement interface with our developer toolkit and APIs. Digital Feedback for web-based software applications gathers feedback via JavaScript or developer toolkit and APIs within internal sites and systems (e.g., intranets, customer-built technologies, or customer-administered third-party software applications such as CRM, HRIS, and Service Management). To leverage all Digital Web-Based Software Application capabilities, Customers must have full codebase access and/or the ability to install web browser extensions. Customer is responsible for design and implementation of the end-customer user engagement interface for mobile application, host device (e.g., smart home assistant or appliance), and software application if using developer toolkit and APIs. Digital Feedback data is integrated into MEC standard reports per default and includes digital health check analytics which captures engagement and conversion metrics related to surveys such as invites shown, accepted, and feedback submitted for website, SDK, and browser extension deployments.

If Customer’s IT team requires Customer-side hybrid or dynamic hybrid hosting of the digital software for Customer’s website, Customer must: (1) deploy the latest Medallia-provided package on the Customer’s website, and (2) update the package at least every ninety (90) days to remain current with Medallia-supported functionality. Medallia may deploy multiple releases during a ninety (90) days period to fulfill customer demands. Customer understands that failure to inform Medallia of the hybrid or dynamic hybrid hosting requirement promptly, or failure to update the package in a timely manner can result in loss of functionality or poor performance with survey functionality. Medallia cannot guarantee backwards compatibility beyond ninety (90) days of the release of Digital Feedback software.

## Social

“**Social**” allows Customers to manage their end-customer feedback that is provided on certain social media and review sites. Customers can collect feedback from various social media and review sites. Because this kind of feedback relies on third-party social media sites that are outside of Customer’s or Medallia’s control, the accessibility and volume of feedback content coming through Social cannot be guaranteed. Medallia does not own and cannot convey any rights in such content. Customers are advised to access and use content from social media and review sources in compliance with the terms of use set by the source of such content, and any use of such content outside of MEC is at Customer’s own risk. Each social post, review, and response or comment to a post will generate a new EDR. “**Promote**” allows end-customers to directly post their feedback to social media and review sites from web-based surveys. Promote does not allow for selective solicitation of social media feedback from promoters; for example, Customers cannot show Promote only to end-customers with high scores.

## Message-Based

Customers can engage their end-customers using mobile messaging interactions as part of their end-customer experience feedback programs. “**Message-Based**” surveys support the use of third-party messaging platforms, like SMS and Facebook Messenger, which have integrated with the Message Connector API. Medallia does not control terms and cannot guarantee the continued availability of any third-party messaging platform. Message transport fees, including but not limited to, SMS, number provisioning, leading, voice minutes, etc. are not included.

## Speech

“**Speech**” is an AI-driven software-as-a-service (“**SaaS**”) solution that enables Customer to generate speech-to-text insights from Customer’s recorded telephony-based communications such as call center interactions, Interactive Voice Response (“**IVR**”) feedback, or other interactions.

Speech supports specific languages, such as English, Spanish (North American), and French (Canadian), among others.

## Medallia Agile Research

“**Medallia Agile Research**” is a SaaS market research platform accessed via MEC that allows authorized users in a Customer’s organization (a “**User**”) to create survey projects and distribute them to gather survey data. A Medallia Agile Research survey response is counted as an Experience Data Record when the survey participant (“**Respondent**”) either completes the whole survey or partially completes the survey by proceeding to the next page of the survey. EDR from Medallia Agile Research will be stored in the Medallia Agile Research database. Access to Medallia Agile Research may require acknowledgement of additional terms for MEC Subscriptions on an Order Form effective prior to June 1, 2024.

Medallia Agile Research has integrated technology from a third party panel vendor allowing Customer to purchase a third-party panel within Medallia Agile Research, specifying a target audience for Customer’s Medallia Agile research surveys (the “Medallia Agile Research Targeted Panel Manager”). The applicable Documentation for the Medallia Agile Research Targeted Panel Manager can be found at [product-descriptions.medallia.com](https://product-descriptions.medallia.com) (password: MedalliaProducts).

## Data Feeds and Integrations

MEC includes a broad set of general purpose capabilities to bring data into and out of MEC.

- **Application Programming Interfaces (“APIs”).** APIs provide a vendor-neutral, web-based method for data connectivity between MEC and external applications and data sources. MEC has multiple APIs providing both inbound and outbound real-time data connectivity.
- **Data Import.** Medallia’s “**Auto Importer**” tool provides the ability to configure and run import feeds on an ad hoc or a scheduled/recurring basis, along with providing ETL (extract, transform, and load) capabilities for

validating, cleansing and mapping data for use in a variety of MEC processes. **“Data Feeds”** receive or collect data from the external, Customer source, and then pass the data to MEC:

- FTP feeds and SFTP feeds receive files from Customer using file transfer protocol (FTP).
  - Email feeds receive data in emails sent to MEC. The data can be in the body, included as an attachment, or both.
  - Feed pulls retrieve the data from Customer's server using FTP or SFTP.
  - Web feeds use an API-based request to submit data to MEC.
- **Data Export.** Exporting gathers data within MEC and converts it into a format to be read externally or loaded into external applications. This data is typically used in additional analysis, quality assurance, and integration with external systems, and is exported through a scheduler in batch files. **“Omni Exporter”** is a configurable API-based mechanism for sending HTTP requests to Customer's external systems. Unlike batch exports, which always run on a schedule, Omni Exporter can be configured to trigger based on data changes in MEC (e.g., update to alert status), synchronizing program data within MEC with data stored in Customer's external systems.
  - **One Time Historical Data Import.** For each newly-provisioned MEC environment, Customer may import a number of historical EDR equal to twice the annual EDR tier (e.g. if Customer has purchased 10,000 EDR, Customer may import at no cost up to 20,000 historical EDR). May require Customer to purchase additional implementation services.

Pre-built API-based import and export integration with other third-party software providers **“Data Connectors”** are provided when available.

Medallia also offers pre-built **“Partner Packaged Integrations”** workflows with other leading third-party software providers that can be purchased as add-ons, described in Section 4.

## **B. Platform Features**

### **Reporting Application**

MEC includes access to Medallia's online analytics, insights, and reporting tool (the **“Reporting Application”**), which enables a User to read EDR and view trends and performance indicators. Each Reporting Application includes unlimited User access. Unless otherwise stated in the agreement or an Order Form between Medallia and Customer, EDR and other records more than three (3) years old are subject to deletion by Medallia.

Access to the Reporting Application is supported on the most recent stable releases of Firefox, Chrome, Safari, and Microsoft Edge and supports single sign-on integration using SAML 2.0. Standard web-based reporting module data can be exported as a PDF, XLS, SPSS or CSV files. **“Medallia Mobile”** reporting applications are available for Users to download in the App Store and Google Play. Each Reporting Application includes 1 **“Sandbox”**, a copy of the production Reporting Application, used for testing configuration. **“Hardware Security Module (HSM)”** allows for Customer's unique **“Bring Your Own Key (BYOK)”** field level encryption key to optionally be stored on a dedicated hardware device with added security features. The key is used to encrypt customer PII data on the field-level within the database.

Within the Reporting Application, Users can be organized into reporting roles, each with common dashboards, reports, and configurable access permissions. Both the web version of the Reporting Application and the Medallia Mobile app feature dashboard displays with dynamic filtering and segmentation that allows Users to analyze datasets and individual feedback. The **“Medallia Voices”** app provides access to snapshots of individual feedback responses.

Through the Reporting Application, Users can get automated **“Alerts”**. Alerts are triggered by data meeting rule conditions such as a certain score (e.g., a survey response score below a certain threshold) or text-based topic. These

Alerts will be routed to Users based on the organization hierarchy or invitation file fields (e.g., the front-line manager associated with the survey response) to help Customer triage end-customer or employee issues. Users can also access a comprehensive view of individual end-customer **“Profiles”**.

Social also enables Customers to respond to their end-customers’ feedback on certain sites either by directing users to those sites or directly from the Reporting Application.

## Text Analytics

**“Text Analytics”** features use non-generative artificial intelligence (**“Non-Gen AI”**) to facilitate the analysis of large volumes of survey comments or other text-based data in MEC.

- **Topics and Themes.** Text-based responses can be organized according to topics and themes. Topics are sets of words and word combinations created within the Text Analytics library and used to capture significant ideas or intent. Themes are machine-generated categories based on language patterns found in text data. Supported languages: Arabic, Chinese (Traditional and Simplified), Czech, Dutch, English, French, German, Greek, Hebrew, Hungarian, Italian, Japanese, Korean, Norwegian, Polish, Portuguese, Romanian, Russian, Spanish, Swedish, and Turkish.
- **Sentiment.** Sentiment analysis processes text-based data to detect positive or negative end-customer sentiment. Supported languages: Arabic, Chinese (Traditional and Simplified), Czech, Dutch, English, French, German, Greek, Hebrew, Hungarian, Italian, Japanese, Korean, Polish, Portuguese, Romanian, Russian, Spanish, and Swedish.
- **Action Intelligence.** Action intelligence streamlines action-oriented workflows using pre-trained machine learning models. Action Intelligence may include **“Attention”** scoring to identify respondents needing immediate attention (supported languages: English, German, and Spanish), **“Effort”** scoring to identify high-friction interactions and experience bottlenecks (supported languages: Chinese (Traditional and Simplified), Czech, English, French, German, Italian, Japanese, Portuguese, Russian, and Spanish); **“Recognition”** to acknowledge contribution of an individual or team (supported languages: Chinese (Traditional and Simplified), Czech, English, French, German, Italian, Japanese, Portuguese, Russian, and Spanish), and **“Suggested Actions”** to surface impactful ideas from end-customer feedback (supported languages: Chinese (Traditional and Simplified), English, French, German, Japanese, Portuguese, and Spanish).

Text provided in more than one language can be processed using either Non-Gen AI machine-learning translation or native language processing capabilities for those languages MEC supports. The quality of the results can vary depending on the source and language of the text-based data. Each Reporting Application is limited to up to 1 billion annual Google machine translated characters.

## Video Feedback Capture and Analytics (powered by Medallia Video)

**“Video Feedback Capture”** is a software-as-a-service video signal platform that allows Customer to capture video feedback through Web-Based and Digital Feedback surveys. Video comments are captured as part of the survey response EDR.

Once captured, MEC uses Non-Gen AI to automatically transcribe the audio and analyze sentiment of the transcribed text within the video. Users can search across content, analyze, and create showreels to download .mp4 or share with other Users on MEC. Video is stored in accordance with applicable laws and regulations (e.g., GDPR), but no longer than two (2) years and can be downloaded and deleted by Users at any time within the two (2) years it is stored.

Video analytics includes unlimited role-based User access to LivingLens’ platform with configurable look and feel. Platform configuration includes “Facial Blurring”, the ability to automatically blur faces or entire video images as well as a Non-Gen AI powered speech to text process for the following languages: Arabic, Bulgarian, Catalan, Mandarin

Chinese (Traditional and Simplified), Czech, Danish, Dutch, English, Finnish, French, German, Greek, Hindi, Hungarian, Italian, Japanese, Korean, Latvian, Lithuanian, Norwegian, Polish, Portuguese (Europe), Portuguese (Brazil), Romanian, Russian, Slovak, Slovenian, Spanish, and Swedish.

### Speech Analytics

Speech analytics uses Non-Gen AI to automatically generate transcripts from the Customer's audio data and additional metadata attributes, and provide transcripts and analysis of that data. This analysis provides Customers information on customers and agents, including emotions scoring and acoustic gender identification. Additional functionalities include redaction capabilities to remove unwanted sensitive information, confidence scoring to measure call quality, and punctuation and number conversion to improve analytics. Customer audio will be stored for 30 days.

## C. Generative AI Features

These features are only included if Customer's MEC Subscription is Medallia Experience Cloud Gen AI - Annual Experience Data Record Tier and Customer and Medallia have executed terms governing the use of Generative AI Features. Generative AI Features only work with English-language records, and may not be generally available in all data centers.

### Smart

### Response

**"Smart Response"** is a generative AI feature that generates an initial personalized, context-based e-mail response to an end-customer for English email surveys. Smart Response may be configured and managed by Customer, using self-admin capabilities. Generally available updates may be applied to Customer-created responses.

Smart Response keeps a copy of the initially-generated response prior to any edits made by a User (an **"Initial Response"**). Initial Responses more than ninety (90) days old are subject to deletion by Medallia.

### Intelligent Summaries

**"Intelligent Summaries"** is a generative AI feature that summarizes transcripts from Medallia Speech or chat/audio transcripts from Data Imports. Summaries are available in modules that show comment responses within the Reporting Application. Intelligent Summaries is only available for Data Imports created after Intelligent Summaries is enabled and configured within Customer's MEC instance.

### Root Cause Assist BUILT WITH LLAMA

**"Root Cause Assist"** is a generative AI-powered feature embedded within MEC Reporting Application that analyzes Customer Data through purpose built workflows, generating a summary and report of key drivers affecting relevant metrics, topics, and segmentations, enabling faster time to insight for Users. Root Cause Assist supports role-based configuration of data elements to evaluate in generating summaries, providing tailored outputs by role and is subject to reasonable usage to ensure performance; excessive usage may impact performance and availability.

## 4. ADD-ON FEATURES

**"Add-On Features"** are optional capabilities that must be purchased separately by Customer in an Order Form if required.

### A. Partner Packaged Integrations

**“Partner Packaged Integrations”** workflows enable Customers to connect Medallia to a number of Customer’s existing third-party software tools like Salesforce and ServiceNow, with features like pre-built data connectors, visualizations, Alerts, and actions for use cases common to users of both software platforms. Each Partner Packaged Integration may only be used for the specific third-party software provider product listed in the Order Form. If purchased in an Order Form, the specific Partner Packaged Integrations will be listed along with any additional entitlement limitations (e.g., number of Users).

## **B. Mutual Transport Layer Services (mTLS) for Outbound API Integrations**

**“Mutual Transport Layer Services (mTLS) for Outbound API Integrations”** allows for TLS encryption for Medallia API calls to Customer’s third party system. Each Reporting Application of MEC requires a separate integration.

## **C. Web-Based Survey URL**

**“Web-Based Survey URL Masking”** allows Customer to rebrand the web-based survey domain with a Customer-owned domain, replacing ‘medallia.com’ with ‘[insert].com’.

# **5. COMPLIANCE**

Medallia maintains a written information security program that contains appropriate administrative, technical and physical safeguards to protect data delivered to Medallia by Customer or collected by Medallia on behalf of Customer (**“Customer Data”**), and that comply with SaaS industry standards for security controls. Certain controls applicable to the MEC platform, such as SSAE 16 (SOC 2 Type 2) compliance, may not apply specifically to Speech. Provision of Speech will comply with the agreement between Medalia and Customer, as well as the Speech Privacy Policy available at [https://www.medallia.com/wp-content/uploads/pdf/legal/Medallia\\_Speech\\_Privacy\\_Policy.pdf](https://www.medallia.com/wp-content/uploads/pdf/legal/Medallia_Speech_Privacy_Policy.pdf) or other such website address as may be provided to Customer from time to time. Medallia reserves the right to amend the privacy policy from time to time in its sole discretion.

In providing Speech to a Customer, both parties shall comply with applicable legal requirements for privacy, data protection and confidentiality of communications. Such applicable legal requirements include the Standards for the Protection of Personal Information of Residents of the Commonwealth of Massachusetts (201 CMR 17.00), the California Consumer Privacy Act of 2018, and other applicable United States data protection laws at the state level, and implementing national legislation, and Regulation 2016/679 (also known as GDPR), if applicable.

**Content:** Customer acknowledges that Medallia does not moderate or pre-check content uploaded by Customer or Customer’s users in connection with Video and is not liable for any content which is posted by Customer or Customer’s users. However, Medallia reserves the right to check content, for example in response to a complaint. Customer assumes sole responsibility for results obtained and conclusions drawn from the use of Video and related documentation. Medallia shall have no liability for any damage caused by errors or omissions in any information, instructions, or scripts provided to Medallia by Customer in connection with Video, or any actions taken by Medallia at Customer’s direction. Customer grants Medallia a non-exclusive, worldwide, limited license to the Customer Data for the purposes of: (i) providing and improving Medallia Products, provided that the improvements are not derived from the use of Personal Data; and (ii) developing and publishing broadly applicable experience management insights (such as industry experience management benchmarks, if applicable, provided that only aggregated or de-identified Customer Data is used).

**Customer Responsibilities:** Customer is responsible for ensuring that its use (including use by its users and customers) of Video complies with relevant laws. Customer may not use Video to: (i) access, store, transmit, or distribute any material that: (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing, discriminatory, or racially or ethnically offensive; (b) depicts sexually explicit images; (c) facilitates illegal activity; (ii) send or store material containing software viruses, worms, trojan horses or other harmful computer code, files, scripts,

agents or programs; or (iii) attempt to gain unauthorized access to Video or its related systems or networks. Medallia reserves the right to disable access to any material that breaches the requirements of this clause. If Customer uses Video in breach of this clause, Medallia reserves the right to disable Customer's Video access.

If Customer uses any third-party platforms in its use of the MEC Subscription or services, Customer shall ensure that such use complies with the terms of use of those third-party platforms.

## Exhibit A

### Service Level Agreement

Medallia will provide Customer with access to the MEC web-based survey taking functionality with at least 99.9% availability per month. Customer shall request Service Credits within 30 days from the qualifying event should Medallia fail to meet this threshold. If requested by Customer, Medallia will provide “**Service Credits**” for the affected functionality in the form of a discount to be applied to MEC fees in the next invoice. In case of bundled offerings, Medallia will provide Customer with pricing details to allow Customer to follow Medallia’s service credit calculation.

| <b>Monthly Uptime Percentage</b>                   | <b>Percentage discount to be applied for that month of the prorated monthly software fees of the affected functionality on Customer’s next invoice</b> |
|----------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| Less than 99.9% but greater than 99.0%             | 3%                                                                                                                                                     |
| Less than or equal to 99.0% but greater than 98.0% | 6%                                                                                                                                                     |
| Less than or equal to 98.0% but greater than 97.0% | 9%                                                                                                                                                     |
| Less than or equal to 97.0%                        | 12%                                                                                                                                                    |

Medallia will report Customer’s most recent “**Monthly Uptime Percentage**”. The Monthly Uptime Percentage is calculated by the following formula:

$$(\text{total number of minutes in the month} - \text{total downtime in minutes for that month}) / \text{total number of minutes in that month} * 100$$

Monthly Uptime Percentage calculations exclude: (a) up to 36 hours per year of scheduled downtime for system maintenance and upgrades; (b) any downtime due to Customer's network, Customer's certificate, Customer's identity provider, third-party messaging platforms or other third-party services, or any actions, such as configurations, or inactions of Customer or third parties; (c) any downtime that results from any beta or not otherwise generally available products; and (d) any other downtime scenario caused by factors outside of Medallia’s reasonable control and not caused by Medallia. Medallia will provide no less than 14 days notice prior to scheduled downtime, except for emergency updates.

Without prejudice to Customer’s other rights and remedies under the Order Form or the Agreement, Medallia’s total liability for payment of Service Credits in a given month shall not exceed Customer’s total fees paid prorated for the affected month.