Jisc Agreement for Software as a Service

between Jisc Services Ltd and SurveyMonkey Europe UC for SurveyMonkey

16 February 2026

Appendix C

SurveyMonkey Enterprise Service-Specific Terms

These SurveyMonkey Enterprise Service-Specific Terms ("SSTs") are additional terms that apply specifically to Customer's use of our SurveyMonkey Enterprise service ("Service") and are subject to and incorporated into the Terms and Conditions of the Standard Jisc Licence for Software as a Service with variations for SurveyMonkey agreed ("Agreement") between the parties. Capitalized but otherwise undefined terms in these SSTs have the meanings given to them in the Agreement. In the event of any conflict between these SSTs and the Agreement, these SSTs will prevail.

In this SSTs, the following terms have the same meaning as defined in Section 1 of the Agreement:

"Customer" means the 'Licensee'.

"End User" means the 'Authorised Users'.

1. Consequences of Termination of Service.

If Customer's subscription to the Service terminates, all End User accounts (including all admin accounts) within Customer's subscription will be downgraded (1) to the lowest tier of individual accounts, or (2) to a trial version of SurveyMonkey Teams ("Downgrade"). These Downgrade accounts will not have access to certain advanced functionality only available to paid enterprise accounts and will be subject to the Terms of Use at https://www.surveymonkey.com/mp/legal/terms-of-use/. If the Customer desires to regain control of such Downgrade accounts, it should contact the applicable end users. SurveyMonkey generally will not transfer control of such a Downgrade account without the authorization of the controlling End User.

2. [RESERVED]
3. SurveyMonkey AI Feature(s).

This section applies to Customer's use of SurveyMonkey AI (as defined below).

"SurveyMonkey AI" means any generative AI feature(s) or functionality made available by SurveyMonkey. SurveyMonkey AI is a feature of the Service. SurveyMonkey AI is not available to Customers of the SME HIPAA-enabled service, which requires a Business Associate Agreement between the parties.

3.1 Input and Output.

Customer may provide input to be processed by SurveyMonkey AI ("Input"), and receive output generated and returned by SurveyMonkey AI based on the Input ("Output"). When Customer uses SurveyMonkey AI, Input, and Output are Customer Data. Customer is solely responsible for the development, content, operation, maintenance, and use of the Input and Output. Customer will ensure that Customer's Input and use of SurveyMonkey AI and Output will not (i) violate any applicable law; (ii) violate these SSTs, the Agreement or SurveyMonkey's Acceptable Uses Policy in Appendix B of the Agreement; or (iii) infringe, violate, or misappropriate any of SurveyMonkey's rights or the rights of any third party. Customer will not input any confidential or sensitive information, including but not limited to protected health information. Customer acknowledges that due to the nature of machine learning and the technology powering SurveyMonkey AI, Output may not be unique and SurveyMonkey AI may generate the same or similar output for SurveyMonkey or a third party. Responses or results that are requested by and generated for other users are not considered Customer Data.

3.2 Accuracy.

Customer acknowledges use of SurveyMonkey AI may sometimes result in incorrect Output that does not accurately reflect real people, places, facts, or data. Customer shall evaluate the accuracy of any Output as appropriate for Customer's use case, including by using human review of the Output. Customer agrees not to rely on SurveyMonkey AI for legal, medical, financial, or other professional advice.

3.3 SurveyMonkey AI Feature Use Restrictions.

Customer may not use SurveyMonkey AI or Output (i) to develop any models, including foundation models or other large scale models, that compete with SurveyMonkey or SurveyMonkey AI; (ii) to reverse assemble, reverse compile, decompile, translate or otherwise attempt to discover the source code or underlying components of models, algorithms, and systems of SurveyMonkey AI, including exfiltrating the weights of models; (ii) to mislead any person or represent that Output from SurveyMonkey AI or the Services was solely human generated; (iii) to generate spam or content for dissemination in electoral campaigns or lobbying, including targeting at specific demographics; or (iv) in a manner that violates any technical documentation, usage guidelines, or parameters referenced herein or otherwise provided in connection with SurveyMonkey AI. Customer will not use web scraping, web harvesting, or web data extraction methods to extract data from SurveyMonkey AI or from the Output. Customer may use SurveyMonkey AI only in geographies currently supported by OpenAI and as otherwise described in our Help Center or provided in connection with SurveyMonkey AI.

Customer's use of SurveyMonkey AI is subject to usage limit restrictions. Customer can read more about this in SurveyMonkey's Help Center. If Customer exceeds the usage permitted, Customer will not be able to access the feature until the restriction has cleared, and SurveyMonkey may disable or degrade performance of such SurveyMonkey AI feature(s).

SurveyMonkey may, in its sole discretion, block or disable Customer's access to, or suspend or terminate Customer's use of, SurveyMonkey AI and/or the Services, in the event of any violation or reasonably suspected violation of these SSTs.

3.4 Third Party Provider Policies.

If Customer chooses to use SurveyMonkey AI, Customer may not use SurveyMonkey AI in a manner that violates any OpenAI Policy, including their Usage Policies and Sharing and Publication Policy, or any other third party provider policy as described in the SurveyMonkey Help Center or as otherwise provided in connection with SurveyMonkey AI.

3.5 Pre-release or Beta Version.

SurveyMonkey may designate or offer SurveyMonkey AI, or a feature of SurveyMonkey AI, as a prerelease, alpha, preview, early access, or beta version ("Beta Version"). If Customer is using a Beta Version, the following terms also apply:

A Beta Version is offered as-is to allow for testing and evaluation; it does not represent the final SurveyMonkey AI and may contain bugs that may cause system or other failure, errors, and data loss. SurveyMonkey may choose not to release a commercial version of the Beta Version. SurveyMonkey may, in its sole discretion and at any time, remove or discontinue the Beta Version and release a commercial version of the Beta Version. Customer must promptly cease using the Beta Version if SurveyMonkey requests Customer to do so. In exchange for Customer's use of a Beta Version, Customer agrees that SurveyMonkey may collect data regarding Customer's use of the Beta Version, including any feedback, and analyze Customer Data (including manual review) to improve the Service and develop new features and insights. If Customer does not wish to have this usage or feedback data collected or Customer Data analyzed, Customer must immediately discontinue Customer's use of the Beta Version by utilizing a non-Beta Version of SurveyMonkey AI. Any separate agreement SurveyMonkey enters into with Customer governing the Beta Version will supersede these provisions.

SurveyMonkey makes no representations or warranties for Beta Versions, including any warranty that Beta Versions will be generally available, uninterrupted or error-free, or that Customer Data will be secure or not lost or damaged. Except to the extent prohibited by law, SurveyMonkey expressly disclaims all warranties for Beta Versions, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, or quiet enjoyment, and any warranties arising out of any course of dealing or usage of trade.

3.6 WARRANTY DISCLAIMER.

SURVEYMONKEY AI IS PROVIDED AS-IS. SURVEYMONKEY AND ITS LICENSORS DO NOT MAKE ANY WARRANTY (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF SURVEYMONKEY AI OR THE ACCURACY OF ANY OTHER INFORMATION OBTAINED THROUGH SURVEYMONKEY AI. CUSTOMER UNDERSTANDS AND AGREES THAT ANY MATERIAL AND/OR DATA OBTAINED THROUGH THE USE OF SURVEYMONKEY AI, AND THE USE OF SURVEYMONKEY AI FOR ANY AUTOMATED ACTIONS OR WORKFLOWS PER-FORMED BY SURVEYMONKEY AI ON CUSTOMER'S BEHALF—SUCH AS THE ORCHESTRATION OF ACTIONS IN THIRD-PARTY SERVICES—IS DONE AT CUSTOMER'S SOLE RISK. CUSTOMER IS SOLELY RESPONSIBLE FOR REVIEWING AND MONITORING ALL SUCH ACTIONS AND FOR ANY CONSEQUENCES ARISING FROM THEIR USE. SURVEYMONKEY MAKES NO WARRANTY AS TO THE ACCURACY, APPROPRIATENESS, OR OUTCOME OF ANY SUCH AUTOMATED ACTIONS, AND IS NOT RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE, OR LIABILITY ARISING FROM SUCH ACTIONS, INCLUDING BUT NOT LIMITED TO DATA LOSS, ERRORS IN DATA TRANSMISSION, UNINTENDED CONSEQUENCES OF AUTOMATION, OR THE ACTS OR OMISSIONS OF ANY THIRD-PARTY PROVIDER. CUSTOMER SHOULD NOT RELY ON FACTUAL ASSER-TIONS IN OUTPUT WITHOUT INDEPENDENTLY FACT CHECKING THEIR ACCURACY. OUTPUT THAT APPEARS ACCURATE BECAUSE OF THEIR DETAIL OR SPECIFICITY MAY STILL CONTAIN MATERIAL INACCURACIES. SURVEYMONKEY AI CAN-NOT DYNAMICALLY RETRIEVE INFORMATION, AND OUTPUT MAY NOT ACCOUNT FOR EVENTS OR CHANGES TO UN-DERLYING FACTS OCCURRING AFTER THE AI MODEL WAS TRAINED. NO INFORMATION OR ADVICE, WHETHER ORAL OR WRITTEN, OBTAINED BY CUSTOMER FROM SURVEYMONKEY OR THROUGH SURVEYMONKEY AI SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

3.7 Service Level Terms Are Not Applicable.

Notwithstanding anything to the contrary in the Agreement, downtime of SurveyMonkey AI that results from a failure of a third party service will not be included in any availability or uptime calculations.