



# Jisc Agreement for Software as a Service

## between Jisc Services Ltd and SurveyMonkey Europe UC for SurveyMonkey

16 February 2026

Jisc is a company limited by guarantee, registered in England (company number 5747339), and a registered charity (charity number 1149740).  
Jisc Services Ltd is a wholly owned Jisc subsidiary and a company limited by guarantee, registered in England (company number 2881024).  
Jisc's and Jisc Services Ltd's VAT number is GB 197 0632 86. Our phone number is 0203 697 5800.  
Our registered office is at 4 Portwall Lane, Bristol, BS1 6NB

## Appendix D

### SurveyMonkey Apply Service-Specific Terms

These SurveyMonkey Apply Service-Specific Terms (“SSTs”) are additional terms that apply specifically to Customer’s use of our SurveyMonkey Apply service (“SurveyMonkey Apply” or the “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.

“Customer” means the ‘Licensee’ as defined in Section 1 of the Agreement. Any other 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.

#### 1. SurveyMonkey Apply Configuration Services

##### 1.1 Configuration Services.

If Customer has ordered a new SurveyMonkey Apply Enterprise and/or EnterprisePlus subscription, Customer will be entitled to receive services from SurveyMonkey to configure such subscription (“Configuration Services”). Customer acknowledges that Configuration Services are only available under Enterprise or EnterprisePlus subscriptions and are not included in a SurveyMonkey Apply Pro subscription.

##### 1.2 SOWs.

The parties may enter into a Statement of Work (“SOW”) which details the specific Configuration Services to be provided by SurveyMonkey. Unless otherwise agreed between the parties under a SOW or specified on an Order Form, Configuration Services will be provided in accordance with Sections 2 to 4 of these SSTs.

##### 1.3 Changes to SOWs.

If a change to an applicable SOW is desired by Customer, Customer will contact SurveyMonkey regarding the change and will work with SurveyMonkey’s implementation team to outline the requested change (each such request, a “Change Order Request”). SurveyMonkey may accept or reject a Change Order Request in its sole discretion, and will notify Customer of the reasons for any such rejection. If SurveyMonkey elects to accept such a Change Order Request, then SurveyMonkey will promptly notify Customer if SurveyMonkey believes that the Change Order Request requires an adjustment to the fees or scope of the SOW for the performance of the Configuration Services. In such event, the parties will negotiate in good faith a mutually acceptable adjustment to the SOW. SurveyMonkey will continue to perform Configuration Services pursuant to the existing SOW and will have no obligation to perform any adjustments contemplated by the Change Order Request unless and until the parties have agreed in writing to adjust the SOW.

##### 1.4 Expenses.

The parties agree that Configuration Services will not be provided on-premises. If Customer requires on-premises Configuration Services, the parties will negotiate in good faith a reasonable reimbursement rate for SurveyMonkey’s expenses, such as transportation, lodging, meal, and out-of-pocket expenses related to providing such on-premises Configuration Services.

#### 2. Configuration Services – Responsibilities

##### 2.1 Customer Responsibilities.

Customer acknowledges that providing SurveyMonkey with timely access to Customer’s facilities, equipment, assistance, cooperation, data, information and materials from Customer’s agents and employees (“Cooperation”) is essential to the performance of the Configuration Services, and that SurveyMonkey will not be liable for any deficiency or delay in performing the Configuration Services if such deficiency or delay results from Customer’s failure to provide full Cooperation as required hereunder. Cooperation includes, without limitation:

(a) designating a project manager or technical lead to liaise with SurveyMonkey during the course of receiving the Configuration Services;

(b) allocating and engaging additional resources as may be required to assist SurveyMonkey in performing the Configuration Services; and

(c) making available to SurveyMonkey any data, information and any other materials required by SurveyMonkey to perform the Configuration Services, such as any data, information or materials specifically identified in these Terms (collectively, "Customer Materials"). Customer will be responsible for ensuring that all Customer Materials are accurate and complete.

## 2.2 SurveyMonkey Obligations.

If the Configuration Services require SurveyMonkey to provide those Configuration Services on Customer's premises, SurveyMonkey's employees and subcontractors will comply with all reasonable security practices and procedures generally prescribed by Customer and provided in writing to SurveyMonkey in advance. SurveyMonkey employees and subcontractors will not be required to sign any waivers, releases or any other documents to gain access to Customer's premises in connection with the performance of the Configuration Services and all such documents will be invalid and have no effect.

## 2.3 Primary Contacts.

Each party will designate in each SOW one or more individuals who will be the primary point of contact between the parties for all matters relating to the Configuration Services to be performed thereunder. A party may designate a new primary point of contact by written notice to the other party.

## 2.4 Configuration Services Warranty.

SurveyMonkey warrants that the Configuration Services will be performed in a good and workmanlike manner consistent with applicable industry standards. This warranty will be in effect for a period of 30 days from the completion of any Configuration Services. As Customer's sole and exclusive remedy and SurveyMonkey's entire liability for any breach of the foregoing warranty, SurveyMonkey will, at its sole option and expense, either promptly re-perform any Configuration Services that fail to meet this limited warranty or refund to Customer the fees paid for the non-conforming Configuration Services.

## 3. Configuration Services – IP Ownership

### 3.1 Rights to Configuration Services Deliverables.

The parties acknowledge that any Configuration Services provided under these Terms primarily involve the configuration of Customer's subscription to SurveyMonkey Apply and not the creation of any Deliverables. If any Deliverables are created or developed by SurveyMonkey in connection with providing the Configuration Services, each such Deliverable will be owned by SurveyMonkey and the Customer will not obtain any rights, title or interest in that Deliverable unless any SOW under which it was created or developed expressly designates that Deliverable as a "Customer-owned Deliverable" or to be owned by the Customer ("Customer-owned Deliverable"). The Customer will not obtain any rights, title or interest in any SurveyMonkey Background IP, whether or not it is incorporated into, or used in connection with creating or developing, a Deliverable or Customer-owned Deliverable. SurveyMonkey and its licensors retain ownership to the Deliverables created or developed by SurveyMonkey in connection with providing the Configuration Services and the SurveyMonkey Background IP (together, the "SurveyMonkey Materials"). For the purposes of these SSTs, the term "SurveyMonkey Background IP" shall mean all current and future worldwide rights under patent, copyright, design rights, trade secret, trademark, moral rights, and other similar rights, whether registered or unregistered (collectively, "Intellectual Property Rights") that are: (a) owned by or licensed to SurveyMonkey as of the Effective Date; (b) developed or acquired by SurveyMonkey after the Effective Date but independent of SurveyMonkey's performance of the Configuration Services; or (c) relating to standard products or services offered or provided by SurveyMonkey (including any improvements to those products and services).

### 3.2 Ownership of Customer-owned Deliverables.

Subject to SurveyMonkey's rights in the SurveyMonkey Materials, SurveyMonkey agrees that the Customer will own (and SurveyMonkey hereby assigns to the Customer) all rights, title, and interest in the Customer-owned Deliverables, including the Intellectual Property Rights subsisting in those Customer-owned Deliverables. The Customer hereby grants to SurveyMonkey and its contractors, a worldwide, non-exclusive, non-transferable, non-sublicensable, and revocable (upon breach) license to use the Customer-owned Deliverables only to the extent required for SurveyMonkey to provide the Services and Configuration Services to the Customer.

## 4. Configuration Services – Description

### 4.1 Scope.

Customer has engaged SurveyMonkey to configure a SurveyMonkey Apply site (“Site”) for one or more programs as specified in the Agreement (each a “Program”).

### 4.2 Project and Launch Management.

SurveyMonkey will assign an implementation specialist to oversee the delivery of the Configuration Services. The goal of the implementation specialist is to facilitate a guided, controlled, coordinated, and informed engagement. The implementation specialist will:

- (a) provide a single point of contact for Customer inquiries throughout the engagement;
- (b) coordinate and manage activities owned by various internal SurveyMonkey groups throughout the engagement;
- (c) schedule and facilitate a project initiation session;
- (d) provide a regular project status update to Customer;
- (e) identify and communicate any project risks along with mitigation strategies to Customer;
- (f) provide primary Customer contacts with ad-hoc consulting/training related to SurveyMonkey Apply configuration options;
- (g) schedule and facilitate a project closeout session and transition to the support organization.

### 4.3 Requirements Phase.

- (a) SurveyMonkey will work with Customer to document the required Program workflows.
- (b) Based on Customer-supplied materials and a requirements review session, SurveyMonkey will produce a Scope of Work. The Scope of Work will serve as the basis for the configuration and the functional and user-acceptance testing of SurveyMonkey Apply.
- (c) The implementation specialist will produce an asset catalog which will list (to a reasonable degree of granularity and specificity) each element that requires input from Customer (“Assets”). Examples of Assets are on-screen text, email subject and body content, and forms. Customer is responsible for providing all listed Assets.
- (d) The implementation specialist will do one review of the Scope of Work and the Assets with Customer and will make any adjustments reasonably requested by Customer. After any such adjustments, the Scope of Work will be considered final. Any future changes will require a Change Order Request.
- (e) If during the development of the Scope of Work it is determined that the Site configuration, as requested, will exceed any of the SurveyMonkey Apply package limits as defined in the Agreement (or relevant order form under the Agreement), the project may be put on hold while the parties negotiate in good faith to resolve the issue. It is expected that such resolution would involve either adjusting the terms of the Agreement or reducing the scope of the implementation to conform to the Agreement.

### 4.4 Configuration and Setup.

After the Scope of Work is finalized and Customer has provided the Assets, the implementation specialist will configure the Site and perform functional testing.

#### 4.5 User Acceptance Testing.

After the Site is configured and tested, SurveyMonkey will provide Site access for Customer to review the Site and conduct user acceptance testing.

(a) Customer may report any issues through the designated issue tracking system. SurveyMonkey will provide access and reasonable training to Customer's staff who will be testing and reporting issues.

(b) SurveyMonkey and Customer will mutually review, investigate, and prioritize reported issues.

(c) SurveyMonkey will correct any deviations in the Site from what is documented in the final Scope of Work.

(d) Customer is responsible for making any adjustments to elements that were created from the Assets. For clarity, such elements are intentionally implemented in a way that allows Customer to maintain and update them at any point without ongoing support from SurveyMonkey. Adjustments covered may include, without limitation, typographical errors replicated from the original Asset, changes to formatting (bold, italics, font, color, etc.), new or adjusted email language, adding or removing questions from forms, changing pick-list values in a form question, or changing question labels. SurveyMonkey will provide reasonable guidance for any such adjustment which may include providing documentation or walking Customer through the solution using an online screen-sharing technology.

#### 4.6 Assumptions, Acknowledgements and Exclusions.

SurveyMonkey's obligations under these terms are subject to the following assumptions:

(a) No custom functionality is being delivered under the scope of the SOW. All delivery under the SOW will make use solely of the Service's existing features.

(b) Task estimates in the SOW include time related to project management, software configuration, quality assurance, and documentation activities.

(c) Unless otherwise specified above as a specific item in scope, Customer is responsible for all training of reviewers, applicants, and other users of the Site.

(d) Customer acknowledges that any changes to the configuration by Customer after the completion of the Configuration Services delivered under the SOW may impact the functionality and/or performance of the Site and Customer assumes responsibility for any such changes.

#### 4.7 Project Timeline.

(a) The start date of Configuration Services will be determined based upon the availability of resources at the time the Order Form is executed. The length of the Configuration Services will be based upon the project scope and will be completed within three (3) months from the date of the first Configuration Services call. Prior to commencement, Customer may put the Configuration Services on hold for a reasonable length of time, provided that once the Configuration Services have begun, the timeframe for completion of these services will not exceed three (3) months from the date of the first Configuration Services call.

(b) The project timeline assumes that the project scope outlined above is accurate, and does not reflect any delays in receiving information from Customer or pre-launch activities (such as Asset delivery or user acceptance testing).

(c) All purchased hours and rights expire upon expiration of the subscription as agreed in the Order Form or as otherwise stated in the Order Form. Unused hours and rights have no residual value and Customer will not be entitled to any refund for them.

(d) Renewing customers may receive up to 5 hours of Configuration Services and 3 hours of complimentary training for EnterprisePlus sites and up to 3 hours of Configuration Services for Enterprise and Pro Sites for administrator training or to make modifications to the Customer's Site ("Renewal Configuration Services"). All Renewal Configuration

Services are available 90 days in advance of the renewal date upon confirmation of renewal, and 90 days following the renewal date, at which time they expire ("Complimentary Renewal Hours"). These hours are non-transferable between years and are not eligible for use after expiration. Renewal Configuration Services have no monetary value and Customer will not be entitled to a refund if it receives less than the allotted hours of such Renewal Configuration Services.

#### 4.8 Change Management.

The fees and scope set forth in the Agreement reflect both parties' best knowledge at the time the Order Form was executed; however, both parties recognize that many factors may influence the project scope. SurveyMonkey will use commercially reasonable measures to deliver Configuration Services as described. If at any point SurveyMonkey anticipates a material change in the scope of the Configuration Services, SurveyMonkey will notify Customer as soon as reasonably possible. Upon receipt of such notice, the parties shall negotiate a Change Order Request in good faith.

### 5. Consultation Services

#### 5.1 Description.

Customer has engaged SurveyMonkey to consult on the build of a SurveyMonkey Apply site ("Site") for one program ("Consultation Services") as specified in the Agreement (each a "Program"). If Customer has ordered a new SurveyMonkey Apply subscription, SurveyMonkey will provide Consultation Services for the build of: (i) for Apply Pro subscriptions, one Program, not to exceed five (5) hours maximum; (ii) for Enterprise subscriptions, up to three (3) Programs; and (iii) for EnterprisePlus subscriptions, up to five (5) Programs. Unless a specific agenda for the Consultation Services is agreed between the parties in a separate document signed by the parties or on the Order Form ("Agenda"), Consultation Services will be provided in accordance with this Section 5.

#### 5.2 Project and Launch Management.

SurveyMonkey will assign an implementation specialist to oversee the delivery of the Consultation Services. The goal of the implementation specialist is to consult on the client driven build of their SurveyMonkey Apply program. The implementation specialist will facilitate the following meetings:

- (a) Kick off session to define timeline, identify deliverables, launch project build
- (b) Consult call #1 to review site build progress by client, through instructional approach and answering questions
- (c) Testing call to revisit build progress, tailor objectives to test applicant, reviewer, and administrator experience
- (d) Consult call #2 to review site build progress by client, post-testing through instructional approach and answering questions
- (e) Closing call to finalize project, define steps for launch of site, and explore support options

#### 5.3 Assumptions, Acknowledgements and Exclusions.

SurveyMonkey's obligations under these terms are subject to the following assumptions:

- (a) No custom functionality is being delivered under the scope of the agenda. All delivery under the agenda will make use solely of the Service's existing features.
- (b) Task estimates in the agenda include time related to project management, software configuration, quality assurance, and documentation activities.
- (c) Unless otherwise specified above as a specific item in the agenda, Customer is responsible for all training of reviewers, applicants, and other users of the Site.

#### 5.4 Project Timeline.

(a) The start date of Consultation Services will be determined based upon the availability of resources at the time the Order Form is executed. Consultation Services for Apply Pro subscriptions will not exceed five (5) hours, and Consultation Services under any subscription(s) will be completed within three (3) months period from the date of the first Consultation call. Prior to commencement of the Consultation Services, Customer may suspend the Consultation Services upon mutual written agreement, provided that once the Consultation Services have begun, the timeframe for completion of these services will not exceed three (3) months.

(b) The project timeline assumes that the project agenda outlined above is accurate, and does not reflect any delays in receiving information from Customer or pre-launch activities (such as site configuration or user acceptance testing).

(c) All purchased hours and rights expire upon expiration of the subscription as agreed in the Order Form or as otherwise stated in the Order Form. Unused hours and rights have no residual value and Customer will not be entitled to any refund for them.

#### 5.5 Customer Responsibilities.

Customer acknowledges their responsibility for program and site configuration. Client configuration of program is essential to the performance of the Consultation Services, and that SurveyMonkey will not be liable for any deficiency or delay in performing the Consultation Services if such deficiency or delay results from Customer's failure to provide full cooperation as required hereunder. Cooperation by the Customer includes, without limitation:

(a) Designating a project manager or technical lead to liaise with SurveyMonkey during the course of receiving the Consultation Services

(b) Arranging for the designated customer project manager to build a program in which Implementation Specialist consults and advises on best practices

(c) Configuring the program by Customer

(d) Allocating and engaging additional resources as may be required to assist SurveyMonkey in performing the Services obligation to meet deadlines and achieve launch date relies on configuration of program by customer.

#### 5.6 SurveyMonkey Obligations.

If the Consultation Services require SurveyMonkey to provide those Consultation Services on Customer's premises, SurveyMonkey's employees and subcontractors will comply with all reasonable security practices and procedures generally prescribed by Customer and provided in writing to SurveyMonkey in advance. SurveyMonkey employees and subcontractors will not be required to sign any waivers, releases or any other documents to gain access to Customer's premises in connection with the performance of the Consultation Services and all such documents will be invalid and have no effect.

#### 5.7 Primary Contacts.

Each party will designate in each SOW one or more individuals who will be the primary point of contact between the parties for all matters relating to the Consultation Services to be performed thereunder. A party may designate a new primary point of contact by written notice to the other party.

#### 6. Overages.

Customer may incur overages by exceeding their purchase limits for the following:

1. Applicant – a person or entity who has started an application during a subscription year.

2. Active Applicant - any Applicant who has started or edited any application during a subscription year.

3. Program – the application process, administered by the Customer, to collect, review and manage applications, as specified in the Agreement.

4. Active Program - a program is considered active if it has an application (including creation or editing) and/or any review activity during a subscription year.

If the number of Active Programs or Active Applicants exceeds the units purchased, the additional units will be charged as specified in the Agreement.