



End User License Agreement

Last updated: April 29, 2026

This End User License Agreement (the “**Agreement**”) is entered into as of the date of a mutually accepted quotation (the “Effective Date”), by and between Perceptyx (as defined below) and Customer (as defined below) (each a “**Party**,” and collectively the “**Parties**”). This EULA governs Customer’s use of the Services provided by Perceptyx, Inc. (“Perceptyx” or “Provider”) and resold by the reseller (“Reseller” or “Licensor”) pursuant to the reseller agreement signed between Perceptyx and Reseller.

This Agreement was last updated May 1, 2026. Perceptyx reserves the right to periodically modify this Agreement upon written notice to Customer and Reseller, and such modification will become effective upon renewal. Archived versions of the Agreement are available [here](#).

1. **License Grant.**

- 1.1. Subject to the terms and conditions of this EULA, Licensor grants End Customer a non-exclusive, non-transferable, non-sublicensable, limited right to access and use the services defined in an order form (“Order Form”) made between the End Customer and Licensor (the “Services”) solely for End Customer’s internal business purposes during the term of the Order Form between Licensor and End Customer. This license is granted for the number of users and scope of services specified in the Order Form.
- 1.2. **Restrictions.** Customer will not and Customer will not permit any User or third party to, directly or indirectly:
 - 1.2.1. reverse engineer, decompile, disassemble, copy, translate or modify the Software Services;
 - 1.2.2. rent, lease, distribute, sell, resell, assign, or otherwise transfer its rights to use the Software Services;
 - 1.2.3. use the Software Services for timesharing purposes or otherwise for the benefit of any person or entity other than for the benefit of Customer;
 - 1.2.4. use the Software Services for any purpose other than its intended purpose; or
 - 1.2.5. knowingly interfere with or disrupt the integrity or performance of the Software Services.

- 1.3. Customer Representations to Customer Employees; Confidentiality of Customer Data. Customer agrees that survey data will remain deidentified and confidential to Customer unless Customer requests identification of survey data or Customer Data. Perceptyx will enable Customer to set a minimum “n” size to maintain confidentiality of Customer Data; however, Customer remains responsible for the “n” size. Perceptyx agrees to provide identified data to Customer at Customer’s request. Customer remains fully responsible for all representations it makes to its employees with respect to Customers use of the Services and of Customer Data, as well as for the use of the Services and of Customer Data.
- 1.4. Aggregated Statistics. Notwithstanding anything else in the Agreement or otherwise, Perceptyx may monitor Customer’s use of the Services and gather Aggregated Statistics. Perceptyx may use Aggregated Statistics for the following purposes:
 - 1.4.1. product improvement and development of new Perceptyx products and services,
 - 1.4.2. internal demand planning,
 - 1.4.3. improving resource allocation and support,
 - 1.4.4. developing machine learning algorithms,
 - 1.4.5. verification of security and data integrity, and
 - 1.4.6. identification of industry trends and developments, creation of indices and anonymous benchmarking studies.
2. **Restrictions on Use.** End Customer shall not, and shall not permit any third party to:
 - 2.1. Aggregated Statistics. Notwithstanding anything else in the Agreement or otherwise, Perceptyx may monitor Customer’s use of the Services and gather Aggregated Statistics. Perceptyx may use Aggregated Statistics for the following purposes:
 - 2.1.1. modify, adapt, translate, or create derivative works based on the Services;
 - 2.1.2. reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or underlying ideas or algorithms of the Services;
 - 2.1.3. rent, lease, sell, resell, distribute, or otherwise transfer the Services or any rights therein;
 - 2.1.4. use the Services for any purpose other than End Customer’s internal business purposes as permitted by this EULA;
 - 2.1.5. use the Services in any manner that interferes with or disrupts the integrity or performance of the Services or any data contained therein;



- 2.1.6. attempt to gain unauthorized access to the Services or their related systems or networks;
 - 2.1.7. remove or alter any proprietary notices or labels on the Services;
 - 2.1.8. use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material;
 - 2.1.9. use the Services to store or transmit malicious code;
 - 2.1.10. permit direct or indirect access to or use of the Services in a way that circumvents a contractual usage limit;
 - 2.1.11. access the Services to build a competitive product or service; or
 - 2.1.12. copy any ideas, features, functions or graphics of the Services.
3. **Confidential Information.** The receiving Party will protect all Confidential Information of the disclosing Party as strictly confidential to the same extent it protects its own Confidential Information, and not less than a reasonable standard of care. The receiving Party will not disclose any Confidential Information of the disclosing Party to any person other than its personnel or representatives whose access is necessary to enable it to exercise its rights or perform its obligations under the Agreement and who are under obligations of confidentiality substantially similar to those in this section. The obligations set forth in this section will survive expiration or termination of this Agreement and continue thereafter for three (3) years following expiration or termination, except for any Confidential Information which is a trade secret, for which the confidentiality obligations will continue until such Confidential Information is no longer a trade secret. If any judicial, legislative, or administrative body requests or threatens to compel disclosure of the disclosing Party's Confidential Information, the receiving Party will promptly notify the disclosing Party and reasonably cooperate with the disclosing Party to prevent disclosure.
4. **Ownership.** End Customer acknowledges that all intellectual property rights in the Services and any underlying technology are and shall remain the exclusive property of Perceptyx. This EULA does not grant End Customer any ownership interest in the Services or any related intellectual property. Notwithstanding anything to the contrary, if Customer or any of its employees or contractors provide Perceptyx with any ideas, suggestion(s), enhancement requests, feedback and/or recommendation(s) regarding the Services, including without limitation, new and/or improved features or functionality relating thereto ("Feedback"), Perceptyx is free to use and disclose such Feedback without any obligation to Customer or such employees or contractors and to incorporate into any existing or future products or features, solely to the extent such Feedback does not contain Customer Confidential Information.
5. **Data Protection.** End Customer's data submitted to or through the Services ("End Customer Data") shall be processed in accordance with Perceptyx's Data Processing Agreement ("DPA"), available at <https://go.perceptyx.com/dataprocessing>, which is hereby incorporated into this EULA by reference. In the event of any conflict between this EULA and the DPA with respect to the processing of personal data, the DPA shall control.



Licensor represents and warrants that its agreement with Perceptyx requires data handling practices no less protective of End Customer Data than those set forth in the DPA. End Customer acknowledges that Perceptyx processes End Customer Data on behalf of Licensor and End Customer solely to provide the Services in accordance with the DPA.

6. **Reseller Administrative Access.** End Customer hereby authorizes Perceptyx to grant Reseller administrative access to End Customer's instance of the Services ("Administrative Access") solely for the purpose of configuring, implementing, supporting, and maintaining the Services on behalf of End Customer. Reseller's exercise of Administrative Access shall be subject to: (i) the confidentiality obligations set forth in this EULA; (ii) the data protection obligations set forth in the DPA; and (iii) any access controls established by Perceptyx. Perceptyx shall take commercially reasonable steps to ensure that Reseller's use of Administrative Access is limited to activities necessary for the provision of the Services and does not exceed the scope authorized herein. End Customer may revoke Reseller's Administrative Access at any time by providing written notice to Perceptyx and Reseller, and Perceptyx will remove such access within five (5) business days of receipt of such notice, provided that such revocation shall not affect any obligations of End Customer under the applicable Order Form. Perceptyx remains responsible for ensuring that any Administrative Access granted to Reseller complies with applicable data protection law.
7. **Warranty.**
 - 7.1. Licensor warrants that it has the right to grant the license set forth in this EULA. Perceptyx warrants that it will provide the Services with the degree of skill and care reasonably expected from a global supplier of similar services.
 - 7.2. EXCEPT FOR THE EXPRESS WARRANTIES STATED HEREIN, THE SERVICES ARE PROVIDED "AS IS" AND PERCEPTYX AND LICENSOR DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.
8. **Indemnification.**
 - 8.1. **Perceptyx Indemnification.** Perceptyx will indemnify and defend at its own expense any action against Customer and its Affiliates against any claims to the extent arising out of or resulting from any third-party claim or allegation that the Services infringe or misappropriates a patent claim, copyright, trade secret, or other Intellectual Property Rights. Perceptyx will indemnify Customer for any damages finally awarded against Customer and will pay the amount of any settlement Perceptyx enters into with respect to these claims.
 - 8.2. **Options.** If a claim is made or is likely to be made, Perceptyx may, at its option and expense, either: (i) procure for Customer the right to continue to access and use the Software Services; (ii) replace or modify the Software Services so that it becomes non-infringing while preserving equivalent functionality; or (iii) if neither



option (i) or (ii) is available on reasonable terms, terminate Customer's subscription for the Software Services concerned, and refund to Customer the unearned portion of any prepaid subscription license fees.

8.3. **Exclusions.** Perceptyx has no indemnification obligations for any claim based upon: (i) Customer's breach of its obligations under this Agreement (ii) Customer's failure to use or implement corrections or enhancements to the Software Services made available free of charge to Customer by Perceptyx (iii) any combination or use of any Software Services with products, service, or data not supplied or approved in writing by Perceptyx; (iv) any modification of the Software Services made pursuant to ;Customer specifications or any other modification not made by or on behalf of Perceptyx or its Affiliates. **Procedure.** The Party against whom a third party claim is brought will notify the other Party promptly in writing, reasonably cooperate in defense or settlement negotiations at the indemnifying Party's expense, and give sole control of the defense and any related settlement negotiations (provided that the indemnifying Party will not enter into any settlement that imposes any financial or specific performance obligation on, or admission of liability by, the Party against whom the claim is brought). The Party against whom the claim is brought may, at its own expense, engage separate counsel reasonably acceptable to the indemnifying Party to participate in the defense of the third-party claim.

8.4. **Exclusive Remedy.** THE FOREGOING STATES THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF THE PARTIES, THEIR AFFILIATES AND SUBCONTRACTORS TO THE OTHER PARTY, AND IS THE OTHER PARTY'S SOLE REMEDY, WITH RESPECT TO COVERED THIRD PARTY CLAIMS AND TO THE INFRINGEMENT OR MISAPPROPRIATION OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

9. **Limitation of Liability.**

9.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LICENSOR OR PERCEPTYX BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (A) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (B) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES; OR (C) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT.

9.2. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF LICENSOR OR PERCEPTYX EXCEED THE AMOUNT PAID BY END CUSTOMER FOR THE SERVICES GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10. **Term.** This EULA is effective upon the Effective Date of the Customer Contract and shall remain in effect for the term specified in the Customer Contract, unless earlier terminated as provided herein. Licensor may terminate this EULA immediately if End Customer



breaches any material term of this EULA or the Customer Contract. Upon termination, End Customer shall immediately cease all use of the Services.

11. **General.**

- 11.1. **Governing Law.** This EULA shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles.
- 11.2. **Entire Agreement.** This EULA constitutes the entire agreement between Licensor and End Customer regarding the use of the Services and supersedes all prior agreements, understandings, and communications, whether written or oral.
- 11.3. **Force Majeure.** Notwithstanding anything to the contrary in this Agreement, neither Party will be deemed to be in default of any provision of this Agreement for any interruption of performance due to any act of God, terrorism, war, insurrection, riot, or other labor or civil disturbance, interruption of power service, interruption of communications services, epidemic, act of any other person not under the control or direction of either Party, or other similar cause beyond such Party's reasonable control. In the event of a force majeure event lasting thirty (30) or more days, then either Party may thereafter terminate this Agreement.
- 11.4. **Third Party Beneficiary.** End Customer acknowledges and agrees that Perceptyx, Inc. is an intended third-party beneficiary of this EULA and may enforce its terms directly against End Customer.
- 11.5. **Survival.** All provisions of this Agreement which, by their nature, are intended to survive termination or expiration of this Agreement shall so survive and continue in full force and effect.



Exhibit D

Security Exhibit

Perceptyx will maintain security safeguards in connection with the delivery of its products and services identified at <https://go.perceptyx.com/security-terms/>.

