

Forsta Master SaaS Agreement

This Agreement is between the Forsta entity ("Forsta") and purchaser ("Client") stated in the applicable Sales Order. This Agreement shall govern the use of all Software and Services.

NOW THEREFORE, the Parties agree:

ARTICLE 1 CONTRACT STRUCTURE

- 1.1 All Services (defined herein) purchased hereunder will be subject to the terms of Appendix A Master Terms.
- 1.2 Services purchased hereunder intended to be delivered via a SaaS model will be subject to the terms in Appendix B SaaS Terms.

APPENDIX A MASTER TERMS

ARTICLE 1 DEFINITIONS

As used herein, the following terms will have the following meanings:

- 1.1. "Affiliate" means, with respect to a Party, any entity Controlled by, or under common Control with that Party. As used in this definition, "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Party whether through the ownership of voting securities, by contract, or otherwise.
- 1.2. AUP: Forsta's acceptable use policy that sets forth usage guidelines, as well as the types of activities from which Client, Client Affiliates, Contractors and their Designated Users must refrain, in the applicable Documentation.
- 1.3. "Authorized Users" means the employees or contractors of Client or of Client's affiliates of Client who are permitted to use the Services pursuant to Article 2.2.
- 1.4. Centralized Software: Refers to Software installed on a hosting environment and into which Designated Users have remote access from their workstation through a network or the internet. The Software is not installed on the Designated Users' workstations, with the possible exceptions of certain minor components which do however not enable the Software to run on the workstation when the workstation is detached from the hosting environment. This is as opposed to Desktop Software. Centralized Software is marked as "CS" in the Sales Order.
- 1.5. Client Materials: In relation to Client's use of the Licensed Materials under this Agreement: (a) any surveys, questionnaires, reports, e-mail addresses, information, content, images, files, data including Personal Data, or other materials created in, collected into, inputted to or imported into the Software by or on behalf of Client; (b) any materials in any format or medium whatsoever furnished to Forsta by or on behalf of Client under this Agreement; or (c) any application Client builds to interact or interface with the Software, e.g. through the APIs. For the purpose of this definition, any reference to Client shall include any Client Affiliate, and any Contractor working on Client's and Client Affiliate's behalf.
- 1.6. "Confidential Information" means any and all information in whatever form, whether disclosed orally or in writing and whether eye readable or machine readable, (a) that is made available by one Party (in such capacity the "Disclosing Party") to the other Party (in such capacity the "Receiving Party") or which is gained by the visit by the Receiving Party to any premises of the Disclosing Party, whether before or after the Effective Date; and (b) which by its nature is confidential or ought to be recognized as confidential or proprietary, even if not marked with "Confidential" or "Proprietary" or words of similar import. Confidential Information includes, without limitation, specifications (including the Specifications) and technical literature, financial or commercial information, this Agreement, the Deliverables, the Proprietary Software, all Improvements, and the Documentation. Confidential Information excludes information which is (a) known to the Receiving Party prior to disclosure without an obligation of confidentiality, (b) rightfully obtained by the Receiving Party without restriction from a third party, (c) already within the public domain, or (d) developed by the Receiving Party without reference to or use of the Disclosing Party's Confidential Information.
- 1.7. Contractors: Third-party organizations, or individuals not directly employed by Client or any Client Affiliate; where any of the foregoing having been engaged by Client or any Client Affiliate to access the Licensed Materials as permitted under this Agreement, and any of the foregoing being subject to substantially the same level of controls by Client or any Client Affiliate as applied to its employed personnel, including non-disclosure agreements, and provided always such individuals or third party organizations are not in the business of developing data collection or reporting software.

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1.8. "Deliverables" means the reports, data, materials, physical media, information, goods and other work product of any Services provided under the Agreement.

1.9. Designated Users: Individually named users who are employees of Client, Client Affiliates or Contractors, and who are authorized to use the Licensed Materials by means of a unique User ID subject to this Agreement.

1.10. Desktop Software: Refers to Software installed on Designated Users' workstations and that enables such Designated Users to utilize the Software fully without any need for connecting into a hosting environment. This is as opposed to Centralized Software. Desktop Software will be marked as "DS" in the Sales Order.

1.11. "Documentation" means documentation, help files, Client manuals, handbooks, or other written or electronic material provided by Forsta to Client in relation to the Services, as revised from time to time by Forsta.

1.12. "Effective Date" means the date set out in the Agreement that will be the date on which the Services will commence.

1.13. Equipment: means the hardware and networking platform, and software infrastructure, on which the Software will be installed by Client or Client's Affiliates, and for which Client bears the full responsibility

1.14. "Helpdesk Services" means maintenance, updates, assistance with e-mail sends, and technical support services that are provided to Client by Forsta, pursuant to such services being referenced to in the Agreement, if applicable.

1.15. "Helpdesk Services Fees" means all amounts payable by Client to Forsta on account of Helpdesk Services in accordance with the terms of the Agreement.

1.16. "Helpdesk Services Term" means the term for the Helpdesk Services, as set out in the Agreement, commencing upon the Effective Date unless otherwise specified in the Agreement.

1.17. Horizons Software: The Horizons software package, formerly known as the "Forsta Professional Software".

1.18. Horizons Unit: Unless agreed differently in writing with Client, or unless stated differently in the Documentation, one (1) Horizons Unit will be charged to Client each time a questionnaire is completed. A questionnaire is defined as completed upon either: (i) reaching the end of the questionnaire; or (ii) reaching a script entered by the Designated User somewhere else in the questionnaire and which sets the questionnaire status to complete.

1.19. Horizons Unit Fee: The monetary fee associated with the purchase of a specific number of Horizons Units.

1.20. "Hosting Infrastructure" means the hosting and network infrastructure provided by Forsta or the Hosting Partner in connection with the provision of the Hosting Services.

1.21. "Hosting Partner" means such third-party server hosting and network infrastructure provider as Forsta may designate from time to time.

1.22. "Hosting Services" means hosting services to be provided to Client by Forsta pursuant to the Agreement.

1.23. "Improvements" means all improvements or other modifications to the Proprietary Software, the Services, the Deliverables, or the Documentation.

1.24. "IP" means all types of intellectual property, whether or not capable of being registered, including but not limited to works of authorship, copyrights, inventions, discoveries, patents, trademarks, trade secrets,

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database rights, know-how, methodologies, algorithms, formats, software, source code, tools, data structures, and design protocols.

1.25. "IP Rights" means all rights anywhere in the world (whether statutory, common or otherwise and whether registered or unregistered) relating to, arising from, or associated with IP.

1.26. Licensed Materials: Collectively the Software, the Documentation and the Media.

1.27. Losses: All losses, liabilities, demands, claims, judgments, awards, damages, amounts payable in settlement, costs and expenses (including all reasonable legal and other professional fees, expenses and disbursements).

1.28. "Party" means Client or Forsta, as the context requires, and "Parties" means Client and Forsta.

1.29. "Proprietary Software" means the proprietary software of Forsta described in the Agreement or Sales Orders, including any Improvements provided to Client, and all files or materials accompanying the Proprietary Software.

1.30. "Sales Order" means the Forsta-issued form utilized for selling services and for renewals to be signed by both Parties or their respective Affiliates to be valid and which is incorporated into this Agreement by reference.

1.31. "Services" means access to and use of any Proprietary Software, Hosting Services, or any other product or support services provided by Forsta to Client under the Agreement (including under any Sales Order).

1.32. "Specifications" means the functional specifications applicable to the Proprietary Software, as set out in the Documentation.

1.33. "Taxes" means all sales, excise or other taxes imposed on the sale, provision or use of the Services or the Deliverables, other than Forsta's income taxes and property taxes on the equipment used by Forsta to provide the Services or the Deliverables.

1.34. "Term" means the term for which any right to use the Proprietary Software and/or Services is granted hereunder, as applicable, or any extensions thereto.

1.35. "Usage" means the use granted to Client in the Proprietary Software pursuant to Article 2.1.

ARTICLE 3.

PRICE AND PAYMENTS

3.1. Client will pay Forsta the applicable fees due under this Agreement, including without limitation any Helpdesk Services Fees (collectively, the "Fees") in the amount of and as set forth in each applicable Sales Order.

3.2. In addition to the Fees, Forsta will invoice Client for its reasonable and necessary travel and other out-of-pocket expenses incurred in providing the Services. An estimate of such expenses will be provided to Client for prior approval. Additional services requested beyond what are described in any Statement of Work or Sales Order will incur costs at Forsta's list prices.

3.3. No additional terms and conditions in any purchase order or similar document provided by Client will become part of the Agreement, and all such terms are hereby rejected by Forsta.

3.4. All invoices for Fees and expenses will be due and payable, without any setoff, deduction or withholding whatsoever, no later than thirty (30) calendar days after the date of the invoice (the "Due Date"), unless otherwise specified in the Sales Order. If payment is not made in full by the Due Date, Forsta may, at its option and without limiting any other rights it might have under the Agreement or under the law, be entitled to suspend provision of the Services following fifteen (15) days written notice of nonpayment,

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unless payment is received during such fifteen (15) day period, without the suspension being considered as a termination of the Agreement.

3.5. All Fees are exclusive of Taxes, and Forsta will endeavor to include any Taxes as a separate line item on a Sales Order or its invoices. Client will be responsible for the payment of all Taxes.

3.6. Forsta reserves the right to increase prices at renewal of any Sales Order, subject to any terms agreed in such Sales Order.

ARTICLE 4.

TERM AND TERMINATION OF AGREEMENT

4.1. The Term of this Agreement shall begin on the Effective Date and extend for as long as Client has any active Sales Orders. Upon the termination or expiration of this Agreement, for whatever reason, Forsta may cease to provide any of the Services.

4.2. Either Party may terminate the Agreement upon thirty (30) calendar days' written notice to the other Party if the other Party is in material breach of this Agreement and fails to cure such breach within the notice period.

4.3. Forsta reserves the right to suspend the Services immediately, in whole or in part, followed by notice to Client, if Client fails to comply with any terms of the AUP. In addition, Forsta reserves the right to suspend Client's access to the Proprietary Software if Forsta reasonably concludes that Client's use thereof is causing, or has a significant likelihood of causing, immediate harm to Forsta or others, or is violating an applicable law. In the case that Forsta suspends access to the Proprietary Software or Services under this Article, Forsta shall promptly notify Client of the suspension and the Parties shall attempt to resolve the issue. Forsta shall not be liable to Client or to any third party for any liabilities, claims or expenses arising from or relating to any suspension of the Proprietary Software or Services in accordance with this Article. Nothing in this Article will limit Forsta's rights as set forth in this Agreement.

4.4. Either Party may terminate the Agreement immediately upon notice to the other Party if the other Party: (i) becomes the subject of any order or other process calling for the appointment of a receiver, administrator, trustee, nominee or other similar official; (ii) is wound up or dissolved, becomes or is declared insolvent; (iii) is involved as a debtor, voluntarily or involuntarily, in any proceeding for relief under the Federal Bankruptcy Code (or any statutory re-enactment or modification thereof); or (iv) ceases to or threatens to cease to carry on all or a substantial part of its business.

4.5. Termination or expiration of this Agreement will not prejudice any rights of either Party which have arisen on or before the date of termination or expiration. If this Agreement is terminated due to Forsta's breach, Forsta will refund to Client any prepaid Fees on a prorated basis.

4.6. Survival. In the event of expiration or termination of this Agreement, all outstanding payment obligations as well as the following provisions of this Agreement shall survive and continue in effect and shall inure to the benefit of and be binding upon the parties: Articles 1, 6, 7.4, 8.7, 9.4, 9.5, 10, 12, 13, 14 and 15.

ARTICLE 5.

INDEMNIFICATION AND LIMITATION OF LIABILITY

5.1. Forsta will defend, indemnify (including settling at its own expense) and hold Client harmless from and against any third-party claim that the Proprietary Software or Services or the utilization of the Deliverables infringes any third-party IP Rights (a "Claim"). Forsta's defense and indemnity obligation is subject to the following conditions precedent: (i) the Claim must not result from or be attributable to the breach of the Agreement by Client; (ii) Client must give Forsta prompt written notice of a Claim; (iii) Forsta must have exclusive control of the defense of the Claim; (iv) the claim must not arise from or be based on a modification of the Proprietary Software or Services, or any combination of the Proprietary Software with any other software; and (v) Client must cooperate in the defense of the Claim and provide all information in their possession or control that may be requested by Forsta, at Forsta's expense. In the event of a Claim subject to this paragraph, Forsta may, at its option, either procure the right to continue providing the Services, replace or modify the Services to make it non-infringing, or if

neither of the foregoing is reasonably feasible in Forsta's opinion, Forsta may terminate this Agreement immediately without any further liability to Client other than to refund to Client the unearned portion of any Fees paid in advance.

5.2. Forsta shall not have any liability for any Claim if such Claim is based on (i) use of other than the latest release of the Services provided to Client by Forsta, (ii) use or combination of the Services, Proprietary Software or Deliverables with programs or data not provided by Forsta, (iii) modification to the Services, Proprietary Software or Deliverables not made by Forsta, or (iv) compliance with Client's instructions relating to such Services, Proprietary Software or Deliverables.

5.3. Client's access to the Proprietary Software and Services may be subject to limitations, delays or other disruptions inherent to the use of the Internet or otherwise outside of the reasonable control of Forsta. In no event shall Forsta be in breach of this Agreement or liable for any damages (whether in contract or in tort) arising from any delays or disruptions in the Proprietary Software or Services: (i) attributable to the Internet or other causes outside of the reasonable control of Forsta, (ii) caused by Client's inability to connect to the Internet or (iii) relating to service or other downtimes permitted by this Agreement.

5.4. Client shall indemnify, defend and hold harmless Forsta, its Affiliates, contractors and third-party suppliers, and each of its and their respective officers, directors, employees, agents, permitted successors, and permitted assigns (each, a "Forsta Indemnitee") from and against, all Losses suffered or incurred by it or them as a result of any third-party claim (other than a claim of an Affiliate of a Forsta Indemnitee) arising out of or related to

- 5.4.1. Client Materials, including any processing of Client Materials by or on behalf of Forsta in accordance with this Agreement;
- 5.4.2. Forsta's use of any other materials or information (including any documents, data, specifications, software, content, or technology) provided by or on behalf of Client or any Designated User;
- 5.4.3. Forsta's compliance with any specifications or directions provided by or on behalf of Client or any Designated User;
- 5.4.4. Client's alleged breach of any of its representations, warranties, covenants, or obligations under this Agreement; or
- 5.4.5. any gross negligence or more culpable act or omission (including recklessness or willful misconduct) by Client or any Designated User, or any third party on behalf of Customer or any Authorized User, in connection with this Agreement.

5.5. The indemnification obligations contained in this Article **Error! Reference source not found.** are s
ubject to the party requesting indemnification (the "Indemnified Party"):

- 5.5.1. promptly notifying the other party (the "Indemnifying Party") of any claim or litigation that is subject to such indemnification obligation;
- 5.5.2. not making any admission or statement or taking any action that will cause an increase to the Indemnified Party's liability; and
- 5.5.3. permitting the Indemnifying Party, at its election, to control the defense or settlement of any such claim or litigation, provided always that no settlement may be made by Indemnifying Party that involves an admission of liability on the part of the Indemnified Party without such Indemnified Party's prior written consent, which shall not be unreasonably withheld or delayed. The Indemnified Party shall have the right, at its own expense, to participate in the defense of any such claim or litigation through counsel of its own choosing and shall in any event cooperate reasonably with the Indemnifying Party in the defense of such claim or litigation.

5.6. CLIENT EXPRESSLY ACKNOWLEDGES AND AGREES THAT INSTALLATION AND USE OF THE SERVICES IS AT CLIENT'S SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED "AS-IS," WITH ANY AND ALL FAULTS AND WITHOUT ANY EXPRESS, OR IMPLIED WARRANTIES OF ANY KIND. EXCEPT WITH RESPECT TO BREACHES OF ARTICLE 10 (CONFIDENTIAL INFORMATION) OR ANY LIABILITY THAT CANNOT BE LIMITED BY LAW, THE LIABILITY OF FORSTA TO CLIENT (OR ANY OTHER THIRD PARTY CLAIMING THROUGH CLIENT VIA INDEMNITY OR OTHERWISE) ARISING FROM OR RELATING TO THIS AGREEMENT, THE SERVICES, USE OF THE DELIVERABLES OR FORSTA'S BREACH OF THIS AGREEMENT, HOWEVER CAUSED AND WHETHER THE

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CLAIM ARISES IN CONTRACT, TORT, BREACH OF WARRANTY, STRICT LIABILITY OR OTHER THEORY OF LIABILITY, WILL, TO THE MAXIMUM EXTENT PERMITTED BY LAW, BE LIMITED TO DIRECT DAMAGES ACTUALLY INCURRED (MEANING NO INDIRECT DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PRODUCTION, USE, BUSINESS, REVENUE OR PROFITS OR DIMINUTION IN VALUE, IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES, WASTED ADMINISTRATIVE TIME, COST OF PROCURING OR MIGRATING TO SUBSTITUTE SERVICES, DAMAGES OR LOSSES RESULTING FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DESTRUCTION, LOSS, DAMAGE, CORRUPTION, RECOVERY OR DELETION OF TRANSIENT DATA, OR DELAYS IN OPERATION OR TRANSMISSION OR DEPLETION OR LOSS OF GOODWILL OR REPUTATION) AND WILL NOT EXCEED THE FEES COLLECTED BY FORSTA FOR THE SPECIFIC SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE-MONTH PERIOD PRECEDING A CLAIM, AND WITH RESPECT TO A BREACH OF ARTICLE 10 (CONFIDENTIAL INFORMATION), THE LIABILITY WILL NOT EXCEED TWO TIMES THE FEES COLLECTED BY FORSTA FOR THE SPECIFIC SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE-MONTH PERIOD PRECEDING A CLAIM. IN NO EVENT WILL FORSTA HAVE ANY LIABILITY FOR CLAIMS TO THE EXTENT ATTRIBUTABLE TO THE ACTS OR OMISSIONS OF CLIENT OR ANY THIRD PARTY CLAIMING THROUGH CLIENT VIA INDEMNITY OR OTHERWISE. ALL CLAIMS THAT CLIENT HAVE AGAINST FORSTA UNDER THIS AGREEMENT WILL BE AGGREGATED TO SATISFY THE LIMIT AND MULTIPLE CLAIMS WILL NOT ENLARGE THIS LIMIT.

5.7. EXCEPT WITH RESPECT TO BREACHES OF ARTICLE 10 (CONFIDENTIAL INFORMATION) OR VIOLATIONS OF FORSTA'S IP, IN NO EVENT WILL EITHER PARTY BE LIABLE (OR ANY OTHER THIRD PARTY CLAIMING THROUGH CLIENT VIA INDEMNITY OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE, EVEN IF THE PARTY IS OR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ARTICLE 6.

CONFIDENTIAL INFORMATION

6.1. The Receiving Party agrees to hold the Disclosing Party's Confidential Information in strict confidence and not to disclose such Confidential Information to any third party or to use it for any purpose other than is specifically authorized in this Agreement or by Disclosing Party in writing. The Receiving Party agrees that it shall employ all reasonable steps to protect the Confidential Information of the Disclosing Party from unauthorized or inadvertent disclosure, including without limitation, steps that it takes to protect its own proprietary information; provided, however, that no less than a reasonable degree of care to protect data shall be maintained at all times. A Receiving Party will neither disclose the Disclosing Party's Confidential Information to any third party nor use such Confidential Information in any manner not expressly permitted by the Agreement. A Receiving Party will disclose the Disclosing Party's Confidential Information to its employees or agents only on a "need to know" basis and only to those employees who are bound by written confidentiality obligations no less strict than those set forth in this Agreement. A Receiving Party will be responsible for any breach of these confidentiality obligations by its employees or agents.

6.2. Notwithstanding the foregoing, a Receiving Party will be entitled to disclose a Disclosing Party's Confidential Information as a result of governmental or legal requirements, provided that reasonable notice is first given to the Disclosing Party and all reasonable non-financial cooperation is given in order to allow the Disclosing Party to seek a protective order.

6.3. Notwithstanding the foregoing, each Party may reveal to third parties that a relationship exists between Client and Forsta, without revealing the scope, content or any other Confidential Information related to the engagement.

6.4. If a Receiving Party discovers any actual or suspected misuse of, disclosure or loss of, or inability to account for any Confidential Information of the Disclosing Party, such Receiving Party shall promptly: (i) notify the Disclosing Party upon becoming aware thereof; (ii) furnish to the Disclosing Party full details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist Disclosing Party in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Confidential Information; (iii) take such actions as may be necessary or reasonably requested by the Disclosing Party to minimize the violation; and (iv) cooperate in all reasonable respects with the Disclosing Party to minimize the violation and any damage resulting therefrom.

ARTICLE 7.

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DATA PROTECTION

7.1 Client warrants that, to the extent required by applicable law, personal data (or other such applicable term in applicable laws related to data that identifies a natural person) that may be contained in Client's Primary Data, will be used, transmitted and disclosed according to applicable law. Client shall ensure that all Personal Data is encrypted prior to or upon transmission thereof. Client shall defend, indemnify and hold Forsta and its respective directors, officers, employees, agents and contractors, harmless from any loss, damage or liability that may result from a breach of this Article.

ARTICLE 8. NOTICES

Notices under this Agreement must be in writing and may be served either personally (hand delivery) or by registered or certified mail, return receipt requested, to:

Forsta Worldwide, Inc. Attn: Legal Dept.
7 River Park Place East, Suite 110 Fresno, CA 93720

With a copy to:
Forsta Worldwide, Inc. 5 Hanover Square,
5th floor Suite 502,
New York, New York 10004

And to Client at the address listed in its Sales Order.

Any notice served personally will be deemed to have been received on the date delivered and any notice served by registered or certified mail shall be deemed to have been received two (2) business days after its mailing. Notwithstanding the foregoing, the Party serving notice also agrees to contact the other Party by telephone or e-mail if the message is time critical.

Forsta may elect at its discretion to send any notices to Client with respect to modifications, changes, or alterations to the terms of the Agreement to the email address provided by Client in its Sales Order.

ARTICLE 9.

NON-SOLICITATION

Neither Party will knowingly and deliberately, directly or indirectly, solicit or recruit, either as an employee, agent, subcontract or independent contractor, any employees or contractors of the other Party during the Term and for twelve (12) months thereafter without the other Party's prior written consent. This restriction will not apply where (as shown by written records or other evidence reasonably satisfactory to the other Party) the employee or contractor is employed as a result of an open market employment campaign without direct solicitation of the employee or contractor or if the employee or contractor is referred on an unsolicited basis by an employment agency.

ARTICLE 10. FORCE MAJEURE

Forsta will not be held liable or responsible to Client, nor be deemed to have defaulted under or breached this Agreement, for failure or delay in fulfilling or performing any of its obligations under this Agreement to the extent, and for so long as, such failure or delay is caused by or results from causes beyond the reasonable control of Forsta (a "Force Majeure Event") including, but not limited to, any act of God, fire, natural disaster, epidemics, accident, terrorism, war, cyberattack, acts of war (whether war be declared or not), insurrections, riots, civil commotion, strikes, lockouts or other labor disturbances, acts of governments, such shelter-in-place or similar orders or any acts, omissions or delays in activity by any governmental authority. If Forsta is prevented or delayed in performing because of a Force Majeure Event, it will promptly notify Client of the circumstances giving rise to the Force Majeure Event and, if possible, provide a projected duration of the Force Majeure Event. If a Force Majeure Event continues for longer than thirty (30) days, either Party will thereafter have the option of terminating this Agreement immediately upon written notice to the other Party without any resulting liability for early termination.

ARTICLE 11.

GENERAL PROVISIONS

11.1. This Agreement, including all appendices, attachments, Sales Orders and any documents incorporated

by hyperlink, constitutes the entire understanding between the Parties concerning the Services and, unless otherwise agreed, this Agreement supersedes any prior agreement(s) with respect to the Services but will not be deemed a waiver of rights with respect to, or act to extinguish, any pending obligations arising from such prior agreement(s). No provision, right or obligation of or under this Agreement may be modified or waived unless done pursuant to a writing signed by an authorized representative of each Party. In the event of any conflict between the terms of this Master Services Agreement and the terms of any Sales Order, product specific terms, or Data Processing Addenda, except when the terms in an Sales Order, statement of work, or any other referenced or incorporated document directly state that they supersede a term or condition of the T&C. Each addendum agreed in writing between the Parties takes precedence over the original document which it amends, and any previously agreed addenda thereto. No terms or conditions endorsed upon, delivered with, or contained in Client's purchase order, specification, or similar document will form part of this Agreement unless agreed in a signed written instrument between the Parties.

11.2. Nothing in this Agreement will create any association, partnership, joint venture, employer-employee or agent-principal relationship between the Parties.

11.3. The provisions of this Agreement that expressly or by implication are intended to survive its termination or expiration will survive and continue to bind both Parties.

11.4. If any provision of this Agreement is held to be invalid, the remaining provisions will remain in full force and effect.

11.5. Governing law and Jurisdiction

11.5.1. This Agreement shall be construed in accordance with and governed by the laws of, and resolution of any disputes arising from or related to this Agreement shall be subject to exclusive jurisdiction of the courts located in, the jurisdiction corresponding with the Forsta entity as stated in the below chart:

Forsta entity	Jurisdiction
Forsta Worldwide, Inc. of Delaware, USA	State of Delaware excluding its conflicts of law provisions
Forsta Inc. of Delaware, USA	State of Delaware excluding its conflicts of law provisions
Forsta Australia Pty. Ltd. of Australia	New South Wales, Australia
Forsta Solutions Inc. of Canada	British Columbia, Canada
Forsta AS of Norway	Norway
Forsta Worldwide AB of Sweden	Sweden
Forsta d.o.o. Sarajevo of Bosnia & Herzegovina	Bosnia & Herzegovina
Forsta (Europe) Ltd of England	England and Wales
Forsta Worldwide Ltd of England	England and Wales

11.6. Forsta is committed to fair competition and the rule of law, and it is the Forsta's policy not to participate in bribes or corrupt activities of any nature. Client represents and warrants that it has exercised independent business judgment in purchasing or renewing Forsta's products, and has not been offered payments or other benefits to enter into this contract, except the contractual benefits set forth herein.

11.7. Client may not assign, delegate or transfer, by operation of law, merger, sale or otherwise this Agreement or any of the rights or obligations hereunder, without the express prior written consent of Forsta. Any assignment or transfer of this Agreement made in contravention of the terms hereof shall be null and void. Subject to the foregoing, this Agreement shall be binding on and inure to the benefit of the Parties' respective successors and permitted assigns.

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11.8. Forsta shall be permitted to subcontract the performance of any Services to any third party provided that such arrangement shall not relieve Forsta of any of its obligations hereunder and further that Forsta shall be liable to Client for the acts and omissions of its subcontractors.

11.9. Forsta has the right to change, modify, and otherwise convert the technology used to provide the Services and terms under which the Services are offered, provided that the basic functionality and quality of the Services will not be materially adversely affected.

11.10. The Parties agree that in all matters relating to this Agreement, each Party shall act as an independent contractor and shall not expressly or impliedly represent that it has any authority to assume or create any obligation on behalf of the other Party. Neither Party shall hold itself out to be a joint venture, partner, employee, representative, franchisee, servant or agent of the other.

11.11. The failure of either Party to insist upon or enforce strict conformance by the other Party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such Party's right unless made in writing and shall not constitute any subsequent waiver or relinquishment.

11.12. Forsta reserves the right to change the terms and conditions of this Agreement or its policies relating to the Service at any time and shall notify the Client of such change in accordance with the notification provisions hereof. Continued use of any Service for more than thirty (30) days after any change is implemented, irrespective of actual receipt or acknowledgement by Client of the notice, shall constitute consent by Client to such changes.

11.13. Client acknowledges that Forsta is in the business of providing computer and information technology services and may perform services similar to the Services for other persons. Subject to Forsta's confidentiality obligations under this Agreement, Forsta retains the right and nothing shall prevent Forsta from using any ideas, concepts, methods, processes, know-how, organization, techniques or any Product, in providing any services to any third person.

11.14. Mergers and Acquisitions.

11.14.1. This Article 4 shall apply if during the Term directly or indirectly Client: (i) acquires, merges, or consolidates with or is acquired by, merged, or consolidated into any other entity; or (ii) acquires all or a substantial proportion of the assets of another entity (either of the foregoing an "M&A Event"), and such other entity was at the time of the M&A Event an existing licensee of the Services (irrespective of version or whether a SaaS or on-premise model) (a "Relevant Entity").

11.14.2. Upon occurrence of an M&A Event, Client shall, subject to Section 4.3 below, be entitled to: (i) permit any Relevant Entity to access and use the Services subject to the terms of this Agreement; and (ii) use (or permit any of Clients' Affiliates to use) the Services on behalf of any such Relevant Entity or the assets of any such Relevant Entity. The agreement and Sales Orders of the Relevant Entity (the "Entity Terms") shall remain in full force and effect until they terminate or expire in accordance with such Entity Terms.

11.14.3. Where 4.2(i) or (ii) above apply, Client shall pay the following based on the total fees invoiced to the Relevant Entity in respect of the 12-month period immediately preceding the M&A Event ("Relevant Entity Fees"): (i) for the first year following the M&A Event, the agreed price for any Services used by that Relevant Entity but in any case not less than seventy-five percent (75%) of the Relevant Entity Fees; and (ii) for the second year following the M&A Event, the agreed price for any Services used by that Relevant Entity but in any case not less than fifty percent (50%) of the Relevant Entity Fees. By way of example, if the remaining license period under the Entity Terms at the M&A Event is nine (9) months, then fees under the Entity Terms shall remain due for those nine (9) months until the Entity Terms expire; then additionally Client shall pay no less than seventy-five percent (75%) of the Relevant Entity Fees outlined above prorated for three (3) months and then no less than fifty percent (50%) of the Relevant Entity Fees for the next twelve (12) months thereafter.

11.14.4. In exchange for the fees paid by Client in accordance with Sections 4.3 (i) and (ii) Client

shall be entitled to request and obtain for the relevant license period Services up to that value calculated using the same product price levels as those agreed in the applicable Client Sales Order under this Agreement.

APPENDIX B SAAS TERMS

ARTICLE 1. USE OF SERVICES/SOFTWARE

- 1.1. Forsta grants to Client, subject to the terms and conditions of the Agreement, the restricted, time-limited, non-exclusive, non-transferable and non-assignable right to access via the Internet and use the Proprietary Software or Services for its internal business purposes, including activities which Client or any Client's Affiliate performs on behalf of its or their clients. Client is not granted any license or right to use any other IP that Forsta may own, have licensing rights to, or otherwise control except as specifically specified in a Sales Order. Client shall not, and will ensure that its Affiliates shall not, directly or indirectly, resell or sublicense the Proprietary Software.
 - 1.2. Client may grant access and use of the Proprietary Software or Services to its independent contractors and those of its Affiliates in the ordinary course of business for the purpose of the independent contractors providing services to Client (and not for any contractor's independent use or use for the benefit of any third party). At Forsta's request at any time during the Term, Client shall promptly provide Forsta with a list that sufficiently identifies the independent contractors Client has authorized pursuant to this Article 2.2. Client shall remain responsible for all acts and omissions of its Authorized Users and those of its Affiliates, as if those were the actions or omissions of the Client itself.
 - 1.3. Should any Client's Affiliates at any time cease to have such Affiliate status as defined in this Agreement,
 - 1.3.1. all rights granted hereunder to such Affiliate will immediately become null and void;
 - 1.3.2. Client shall remove access to the Services from the Affiliates and its agents immediately; and
 - 1.3.3. Client will remain responsible for the acts of the former Affiliate and its agents until access has been properly removed.
 - 1.4. Client shall acquire no title or ownership to the Proprietary Software, the Services, Improvements, or the Documentation, all of which are and will remain the IP of Forsta. For the avoidance of doubt, except as expressly provided in Article 4.5, Forsta shall own all IP Rights with respect to any Improvements or IP created from the provision of any Services or Deliverables under the Agreement.
 - 1.5. Without limiting any of its other rights, Forsta reserves the rights to restrict all uses of the Proprietary Software and Services to assure compliance by Client and Authorized Users who have access to the Proprietary Software and Services and are not in compliance with the terms and conditions of this Agreement during the period of such non-compliance.
 - 1.6. Except as expressly provided otherwise in this Agreement or the Documentation, Client will not (i) modify, copy or create any derivative works based on the Proprietary Software, Services, or Documentation; (ii) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, offer in a service bureau, or otherwise make the Proprietary Software, Services, or Documentation available to any third party; (iii) reverse engineer or decompile any portion of the Proprietary Software or Documentation, including but not limited to, any software procured and utilized by Forsta in the provision of the Proprietary Software and Documentation, except to the extent required by Law; (iv) access the Proprietary Software, Services, or Documentation in order to build any commercially available product or service that infringes or misappropriates Forsta's IP Rights; (v) knowingly send or store infringing, obscene, threatening, or otherwise unlawful or tortious material, including material that violates privacy rights or material for which Client is not authorized to use, using the Proprietary Software or Services; (vi) knowingly send or store malicious code in connection with the Proprietary Software; or (vii) maliciously interfere with or disrupt performance of the Proprietary Software or the data contained therein.
 - 1.7. With respect to access to and use of the Proprietary Software, if any unauthorized use is made of the Proprietary Software and such use is attributable to any act or omission of Client, then, without prejudice to Forsta's other rights and remedies, Forsta will have the right to require that Client immediately pay to Forsta an amount equal to the Fees Forsta would have collected had the Agreement originally included such unauthorized use. Client will
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immediately notify Forsta if it suspects or becomes aware of any such unauthorized use and will cooperate with Forsta in investigating and resolving the situation. For clarity (i) a third party (other than an independent contractor permitted pursuant to Article 2.2) that is granted access by Client to program a survey is considered an unauthorized user under this Article, and (ii) a third party that is granted access by Client solely to complete a survey or view survey results is not considered an unauthorized user under this Article.

- 1.8. Acceptable Use Policy and System Requirements. Client agrees to comply with all applicable laws regarding when accessing or using the Proprietary Software or Services and agrees to adhere to Forsta's AUP. In order to access and use the Services, Client shall use its own equipment that complies with the requirements (the "System Requirements") applicable at any time, for example, a computer with up-to-date internet browser software installed.

ARTICLE 2. HELPDESK SERVICES

2.1 All provisions governing Helpdesk Services, Helpdesk Services Fees, and Helpdesk Services Term, if applicable, will be specified in the product specific additional terms and conditions for each Service, and only to the extent that Client has purchased Helpdesk Services pursuant to this Agreement.

ARTICLE 4. HOSTING SERVICES

- 3.1. The provisions of this Article 4 apply to any use of the Proprietary Software requiring Hosting Services
- 3.2. Forsta will provide the Hosting Services to Client for the Term as specified in this Agreement, subject to the terms and conditions set forth herein. Forsta shall use commercially reasonable efforts to ensure the Hosting Partner provides reasonable access, in accordance with this Agreement, for purposes of utilizing the Proprietary Software in accordance with the scope of this Agreement.
- 3.3. During the Term, Forsta will perform the Hosting Services substantially in accordance with the service levels and the technical standards applicable to the Agreement.
- 3.4. Client agrees that in its use of the Hosting Services, it will: (i) use its own hardware and software to access the Hosting Infrastructure; (ii) be responsible for controlling its own account including creating a strong password and protecting that password and preventing unauthorized access to its account; (iii) be responsible for performing its own backups of any data exported from the Hosting Infrastructure; and (iv) be responsible for, and will pay to Forsta, all applicable charges for the completion of data recovery requests to restore any Client data lost due to the failure of Client's servers and/or computers.
- 3.5. Client shall own all Client customer data, survey responses, survey results, and any data derived from Client's use of the Proprietary Software ("Client's Primary Data"). Client warrants that it has obtained all rights, consents and permissions necessary to use and input Client's Primary Data into the Proprietary Software and to grant the rights to Forsta set forth in this Agreement. Without limiting Forsta's ability to terminate for Client's material breach of its warranty in this Article 4.5 pursuant to Article 8.2, Client agrees to defend, indemnify and hold Forsta and its respective directors, officers, employees, agents and contractors, harmless from any loss, damage or liability that may result therefrom. Forsta shall own any data derived or generated from (i) processing of Client's Primary Data or (ii) any monitoring or other observation of Client's and Authorized Users' use of the Proprietary Software and Services, which includes but is not limited to metadata such as dropout rates and types of devices used by respondents (excluding, in each case, any Client Content) (collectively, "Secondary Data"). Client hereby grants to Forsta a limited license to (i) copy, store, back-up, view, and archive Client's Primary Data, and to store Client's Primary Data with the Hosting Partner, and (ii) use Client Content to create, develop or modify (a) Secondary Data or (b) future Services or Improvements to Services provided by Forsta.
- 3.6. The Hosting Services will expire upon expiration of the Term or earlier termination of this Agreement in accordance with its terms, as the case may be.
- 3.7. Three (3) months following the expiration of the Term, Forsta may permanently destroy any of Client's data, including Client's Primary Data, remaining on the Hosting Infrastructure, provided, however, that if Client has requested a copy of Client's data, in writing to Forsta within thirty (30) days of the expiration of the Term, Forsta shall provide to Client a copy of any remaining data in raw format, or other mutually agreeable format, upon payment by Client of Forsta's standard charges for such assistance. Upon written request from Client, Forsta shall use commercially reasonable efforts to destroy data within fifteen (15) business days of such request.

ARTICLE 4.

Growing Smarter Together

WARRANTIES AND DISCLAIMERS

4.1. Each Party warrants that it is fully authorized to enter into this Agreement, that the execution and delivery of this Agreement has been duly authorized, and that its performance hereunder does not breach any other agreement or covenant to which it is a party or is bound. Neither Party shall make any warranty on the other Party's behalf to any third party.

4.2. Forsta warrants that for all Proprietary Software, during the Term, the Services will be performed in accordance with standard industry practice, in material compliance with the Documentation, and in accordance with any service levels provided in product-specific terms. Client's sole and exclusive remedy for breach of any of the foregoing warranties will be for Forsta to use reasonable efforts to repair such nonconformities within a reasonable time after Client provides notice to Forsta of such breach and, if the breach relates to a software error, after Forsta receives sufficient information to replicate the error. If this exclusive remedy is unenforceable for any reason, then the limitation of liability provisions set forth herein will apply to any resulting liability.

4.3. Notwithstanding anything to the contrary, Forsta shall not be liable for breach of its representations, warranties, covenants or indemnification obligations for any failures, errors, and malfunctions caused in whole or in significant part by:

- 4.3.1. Client's or any of its Affiliates' or contractors': (i) operation of the Software and Service in a manner not anticipated by the Documentation; (ii) non-compliance with any of the terms of this Agreement to the extent such non-compliance affects Forsta's Service performance; (iii) use of the Service in combination with software, hardware, system, network, facility, or other matter, or equipment not expressly approved by Forsta via the Documentation or in a support ticket; or (iv) any delay or failure of performance caused in whole or in part by Client's delay in performing, or failure to perform, any of its obligations under this Agreement;
- 4.3.2. the access to or operation of the Service by someone who is not a Authorized User where such access has been occasioned or permitted by Client or any of its Affiliates or any Contractor; or
- 4.3.3. the failure of Client's or any of its Affiliates' or contractors' internal systems to meet the system requirements in the Documentation in effect at the time of occurrence;
- 4.3.4. issues due to general internet latency and connection loss, or issues related to Client's inadequate bandwidth, insufficient network, or similar;
- 4.3.5. any data system failures or damage to Client's or any of its Affiliates' or contractors' internal systems as a result of interaction between the Service and such internal systems, unless the failure or damage is clearly the result of a defect in the Service or a malfunctioning of the Service for which Client has not been pre-warned in writing by Forsta;
- 4.3.6. force majeure events;
- 4.3.7. scheduled maintenance; or
- 4.3.8. valid disabling, suspension, or termination of the Services by Forsta under this Agreement.

4.4. Forsta does not warrant that the Services or the Deliverables will meet Client's requirements or that the Services provided under this Agreement will be error free or operate without interruption. Any liability that Forsta may have under this Agreement will be subject to the limitation of liability provisions set forth herein. Client is responsible for understanding the regulatory requirements applicable to Client's business and for selecting and using the Service in a manner that complies with the applicable requirements. Unless otherwise agreed in writing as part of this Agreement, Client may not use the Services in a way that would subject Forsta to such regulatory requirements, unless Forsta expressly agrees in writing otherwise. For purposes of illustration only, and not of limitation, any use by Client of the Service for purposes of processing "protected health information" (as defined in 45 C.F.R. §160.103 under US federal regulations) is only permitted upon the Parties' execution of a separate business associate agreement.

4.5. EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN THE AGREEMENT, ALL CONDITIONS, WARRANTIES, TERMS AND UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, ARE HEREBY EXCLUDED TO THE EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. IN PARTICULAR, ANY AND ALL WARRANTIES ARISING IN LAW OR FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USE OF TRADE ARE EXPRESSLY EXCLUDED. THIS IS A LIMITED WARRANTY AND IS THE ONLY WARRANTY MADE BY FORSTA. CLIENT HEREBY DISCLAIMS ANY RELIANCE ON ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY SET FORTH IN THIS AGREEMENT.

4.6. Forsta may suspend or discontinue the performance of any Services upon written notice if, in its reasonable judgment, the performance of such Services would violate any applicable law, rule or regulation. Such action shall not constitute a default under this Agreement and the Parties will use commercially reasonable efforts to implement an alternative method to providing the affected Services.

ARTICLE 5. PROPRIETARY RIGHTS

5.1 Subject to the limited licenses granted herein, Forsta shall own and retain all right, title and interest in and to the Proprietary Software, the Services, the Documentation, and all Secondary Data, as well as any and all Deliverables or work product provided under this Agreement, including all Improvements, derivative works and feedback from Client's personnel and those of its Affiliates related thereto and IP Rights therein. Client hereby assigns all right, title and interest it may have in the foregoing to Forsta.

5.2 Subject to the limited licenses granted herein, Client shall own and retain ownership and IP Rights in and to the Client's Primary Data. Third party technology that may be appropriate or necessary for use with some Forsta programs will be specified in the Documentation. Client's right to use such third party technology is governed by the terms of the third party technology license agreement specified by Forsta and not under this Agreement.

5.3 Client hereby grants to Forsta a royalty-free, worldwide, irrevocable, perpetual and sublicenseable license to use and incorporate into the Proprietary Software and/or Services any suggestions, enhancement requests, recommendation or other feedback provided by Client, including its Authorized Users, relating to the Proprietary Software and/or Services.