

Panel Management Terms and Conditions

In conjunction with the master services agreement, however named, and the Sales Order, these Forsta Panel Management Additional Terms and Conditions (collectively, the "Agreement") describe your rights and responsibilities and state the terms and conditions under which you may use the Services. Please read this document carefully. By continuing to use the Services, you are indicating your acceptance to be bound by the terms and conditions of this Agreement between you and Forsta.

1. Intellectual Property Rights

Forsta shall acquire no rights to any of Client's trademarks or confidential information, nor shall Forsta have any right to use any of the aforementioned without the prior written approval by Client, except as required to provide Helpdesk Services or Support Services to Client.

Client may assign third-party viewing privileges to partners and customers, but may not assign any administrative rights, which includes survey authoring, email sending, or ability to assign privileges, to any individuals outside its organization.

2. Consequences of Termination

Upon and after expiration or termination of this Agreement, all rights granted to Client shall immediately revert to Forsta. Client shall refrain from use of Service or any reference to the same, direct or indirect, or anything, which would infringe the related intellectual property rights of Forsta, except that Client shall have the right to orderly transition to download or otherwise obtain all of its confidential information, data, survey results, customer and client and survey respondent information contained on the hosted service so that Client may continue to conduct its business without further production use of the software.

In the event of termination of this Agreement howsoever caused, Client shall procure that all its arrangements and or activities related to this Agreement with any third party shall cease immediately.

3. Application Programming Interfaces and their Use

If using one or more of the Forsta Application Programming Interfaces ("APIs"), Client accepts and agrees to be bound by the following terms and conditions. Client may elect to contract with Forsta for use of one or more of the Forsta APIs. Any such use is granted solely on a non-exclusive, non-assignable, non-transferable, non-sublicensable license to use the APIs to access and use the Forsta Services and the output thereof, subject to the fees herein.

Forsta reserves the right to release modified versions of the API and to require Client to use the most recent version. Forsta may modify the API License Agreement at any time with or without notice.

Forsta owns all right, title and interest, including without limitation any and all rights existing under patent law, copyright law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law, and any and all other proprietary rights in and to the API and Client shall not acquire any right, title, or interest in or to the Forsta Service, except as expressly set forth in this API License Agreement. Client shall not take any action inconsistent with Forsta's ownership of the API or the Services.

Client shall not make use of the API in any way not expressly permitted by this Agreement. Client shall not use or enable a third party to use any alternative means such as, but not limited to a proxy server, robots, spiders, scraping or other technology to access, query, or use the API. Client shall not distribute, facilitate, enable or allow access or linking to the API.

APIs are for the sole purpose of automating specific research functions and are not intended and may not be used to build alternative user interfaces to any Forsta products, or any application which is used to assign privileges to third parties that access any Forsta database. All use of APIs is subject to approval by Forsta, which may be withheld for any reason. In any event, any use of APIs must be audited and approved by Forsta prior to production. All testing of APIs will occur in an environment approved by Forsta for such purpose.

Notwithstanding anything contrary in this Agreement, Client is specifically prohibited from doing any of the following:

- (a) Client shall not sell, transfer, sublicense and/or assign access rights to any third party;
- (b) Client shall not modify, reverse engineer, disassemble, deconstruct, decompile or otherwise alter the API;
- (c) Client shall not distribute, facilitate, enable or allow access or linking to the API in any manner deemed by Forsta in its sole and absolute discretion to be objectionable or harmful to the business and reputation of Forsta or for any unlawful, illegal, pornographic, injurious purpose; and
- (d) Client shall not make any use of the API that impairs the functionality of the API or the Forsta hosting environment.

Should Client terminate this Agreement, any use of the API must cease immediately.

In order to protect the proprietary rights in the API and Forsta Services, Client agrees to reproduce and incorporate the copyright notices and all other proprietary legends in and on all copies of the API and Forsta Services, including partial copies, in any form.

Improper use of APIs, subsequent to written warning by Forsta, will result in loss of any rights to SLA under this Agreement and may require Client to self-host application or utilize dedicated hosting provided by Forsta at an additional fee.

4. Service Levels

FORSTA shall use reasonable efforts to meet or exceed the Service Level Objectives set forth in Appendix 1.

5. Helpdesk Services

If this Agreement includes Helpdesk Services or if Client has purchased Helpdesk Services with respect to use of Kinesis:

5.1 Forsta will provide Helpdesk Services so that Kinesis will function substantially in accordance with the Specifications.

5.2 Forsta will provide Helpdesk Services twenty-four (24) hours a day, seven (7) days a week. Notwithstanding the foregoing, Forsta will not provide Helpdesk Services on the holidays listed here: <https://support.Forsta.com?cid=helpdesk> ("Non-Business Hours").

5.3 In response to Client's requests for support, Forsta will provide the following Helpdesk Services: (i) explanation of installation procedures, functions and features of the Services; (ii) clarification of Documentation; and (iii) error analysis.

Forsta shall undertake commercially reasonable efforts to acknowledge Client's request for Helpdesk Services within an initial response time of one (1) business hour on weekdays and an initial response time of two (2) business hours on weekends. Requests received on holidays will be acknowledged the next business day.

Should Client need and request Helpdesk Services during Non-Business Hours, Forsta will charge its then-standard rate. Prior to commencing Helpdesk Services during Non-Business Hours, Forsta may require an additional agreement in writing (an "Addendum"). The Addendum will describe the specific services to be performed and the hours in which they are scheduled to be performed by. The Addendum will expressly refer to this Agreement, be a part of this Agreement, and be subject to the terms and conditions contained herein.

5.4 Client is not restricted to one point of contact when contacting Helpdesk Services with requests; Client shall provide Forsta a list of designated contacts and any person so listed may reach out to Forsta independently for support.

5.5 If Client has purchased Helpdesk Services, and Client suspects that there is a failure or deficiency in the Services or Kinesis is not performing substantially in accordance with the Specifications, Client will notify

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Forsta in writing. The notice will include a description of the suspected defect or non-conformity and the circumstances of its occurrence. Upon receipt of such notice, Forsta will use commercially reasonable efforts to confirm the existence of the defect or non-conformity, correct it, and provide an explanation of the correction applied. If Forsta reasonably determines that there is no such defect or non-conformity, Forsta is entitled to charge Client for Support Services (as defined in Article 5.6) at Forsta's then- standard rate.

5.6 Client acknowledges that the Helpdesk Services are limited to the services and remedies expressly set out in this Agreement and exclude any customizations, adaptations, modifications or adjustments to the Services to meet Client's requirements or to correct any defect or non- conformity relating to:

- the use of the Services in combination with apparatus, systems, products or services where such combination was not provided by Forsta;
- the alteration or modification of the Services after delivery by Forsta, if such alteration or modification is made by a person other than Forsta or otherwise without Forsta's written authorization, direction, request or specification;
- Client's failure to incorporate any Improvements that Forsta has provided to Client; Client's operation of the Services in an erroneous way or outside what is described in the Documentation or non-compliance with any of the terms of this Agreement;
- the access to or operation of the Services by someone other than an Authorized User; the failure of Client's systems to meet the applicable technical requirements; or
- issues due to general internet latency and connection loss, or issues related to inadequate bandwidth, insufficient network, etc., and not related to the Hosting Services.

Should Client require any such services outside the scope of the Helpdesk Services ("Support Services"), Client will engage Forsta at Forsta's then-standard rate and a work order may be issued by Forsta prior to such Support Services being rendered. Support Service hours will be billed in quarter hour increments (0.25) with a 0.25 hour minimum charge on all requests. Forsta reserves the right, in its sole discretion, to determine what is considered fair and reasonable within the scope of the Helpdesk Services.

5.7 Client's Helpdesk Services will expire upon the earlier of the expiration of the Helpdesk Services Term, earlier termination of the Helpdesk Services or the termination of this Agreement, as the case may be.

Appendix 1: Service Level Objectives

This Service Level Objective Document forms part of FORSTA's obligations under this Agreement.

For services in which FORSTA provides hosting, FORSTA will use commercially reasonable efforts to provide 99.7% availability (measured annually), exclusive of scheduled maintenance windows or force majeure events as set forth in the Master Services Agreement Article 13, network providers, DNS providers and other third parties not directly under FORSTA' control. FORSTA warrants that, as an internet business, it has implemented its services in line with commercially reasonable standards. Notwithstanding the foregoing, if CLIENT thinks that the FORSTA Services are not meeting the uptime requirements or not otherwise performing in accordance with industry standards, CLIENT may notify FORSTA of the foregoing and FORSTA will work in good faith with CLIENT to resolve any such issues.

No load testing or penetration testing may occur on the FORSTA infrastructure without special arrangement and written permission by FORSTA, and any conducting of such will nullify any FORSTA obligations under this Agreement. All hosting environments have inherent limitations. Should Client's survey traffic exceed 5,000 concurrent active respondent sessions, FORSTA may require a hosting premium. FORSTA requests two (2) weeks' advance notice for the establishment of dedicated hosting environments. Note that a similar scenario may apply for panels in excess of 200,000 members who have large recruitment or other traffic. FORSTA will quote on upcharges for dedicated infrastructure based upon volume, should it be required.

For self-hosting clients, FORSTA has no control over Service availability, and this becomes the exclusive responsibility of Client. FORSTA does maintain monitoring of self- hosted environments as it pertains to the performance of FORSTA' installed software.

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FORSTA will notify self-hosting clients of monitoring alerts; however, the client will be responsible for addressing any hosting issues, and FORSTA in no way assumes responsibility for monitoring or hosting.