

Forsta Qualitative Tools Additional Terms and Conditions

In conjunction with the Master SaaS Agreement and the Sales Order, these Forsta Qualitative Tools 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. Capitalized terms have the meanings assigned to them in the Service Order or master services agreement between the parties, however named. 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.

The "Services" shall include focus group videostreaming via Live Video (collectively, "Live Video"), live, two-way audio-video focus groups ("Digital Interviews") and archive and storage services ("Video Insights"), and collectively with Live Video and Digital Interviews, the "Video Insights Services". For Digital Interviews and Live Video projects, content will be accessible within 24 hours post the close of the live event. With this executed agreement the client receives data storage for the length of this Sales Order.

1. Cancellation Policy

It is the responsibility of you the Client or your representatives to cancel projects placed on the Forsta calendar. There is no penalty for projects cancelled 3 or more business days in advance of the project date. Based upon the mutual election of Forsta and Client, the cancellation policy outlined by Section 1 of these additional terms herein may be superseded by other terms in the Agreement.

Portable Studio:

Within 2 business days of project start date: (North America/LATAM/APAC) USD \$500. (EMEA) €400

Same day cancellation: (North America/LATAM/APAC) USD \$800. (EMEA) €640 Digital Interviews:

Project days cancelled in their entirety after 6PM ET the prior business day will be billed the 2 hour rate. For Live Video:

Within 2 business days of project start date: (North America/LATAM/APAC) USD \$300 / (EMEA) €240

Same day cancellation: (North America/LATAM/APAC) USD \$500 / (EMEA) €400

2. Changes to Project Schedule

Any scheduling changes should be communicated with your Forsta project coordinator before the start date of the project. Changes to the Project Billing Contact cannot be made after the project's completion.

3. Archiving

Forsta will automatically archive projects on the Forsta website for 90 calendar days, unless otherwise agreed to in writing, or instructed by the client.

4. Disclaimer of Warranties

All Video Insights Services are provided "as is" without any representations or warranties of any kind (whether express or implied).

5. Jurisdictional Issues

Forsta makes no representation that (i) materials or the Video Insights Services are appropriate or available for use in other locations or (ii) that any products, instruments or services discussed are appropriate or available for use or sale in any jurisdiction. If you choose to access the Video Insights Services from any location then you do so on your own initiative and at your own risk, and you are responsible for compliance with all applicable local laws.

Forsta reserves the right to limit the availability of the Video Insights Services to any person, geographic area, or jurisdiction it desires, at any time and in its sole discretion.

6. Use of Video Insights Services

Client may store up to 15 gigabytes of data unless stated otherwise in the Sales Order. Total storage in excess of 15 gigabytes or the total storage otherwise permitted by the Sales Order will result in additional fees as proscribed in the Sales Order.

7. Helpdesk Services

If this Agreement includes Helpdesk Services or if Client has purchased Helpdesk Services with respect to use of any of the Video Insights Services:

7.1 Focus Vision will provide the Helpdesk Services twenty-four (24) hours a day, five (5) days a week, beginning each Monday at 12:00 AM Eastern Standard Time and ending on Friday at 12:00 PM Eastern Standard Time. Notwithstanding the foregoing, Forsta will not provide Helpdesk Services on the holidays listed here: <https://support.Forsta.com?cid=helpdesk> ("Non-Business Hours").

7.2 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.

7.3 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.

7.4 If Client has purchased Helpdesk Services, and Client suspects that there is a failure or deficiency in the Services, Client will notify 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 7.5) at Forsta's then-standard rate.

7.5 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"),



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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.

7.6 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.