

Forsta Visualizations SLAs and Support Terms

1. Introduction

- 1.1. These Forsta Visualizations SLAs and Support Terms ("Terms") are agreed between the Forsta entity listed in the Sales Order ("Forsta") and the purchasing entity listed in the Sales Order ("Client"). The Terms govern the use of the Forsta Platform Plus services only. Capitalised terms have the meanings assigned to them in the Sales Order or master services agreement between the parties (however named) (the "Agreement").
- 1.2. Client is granted access to, and use of, the Forsta Visualizations service subject to the terms of the Agreement, these Terms, and any related Sales Order.
- 1.3. Should Client require running the Forsta Visualizations on models other than a standard multitenant SaaS model, the Parties may mutually agree in writing to the applicable terms and costs thereof.
- 1.4. Client understands that, as of the Effective Date, the Forsta Visualizations service is separate from the SaaS Service and that access thereto necessitates separate log-ins. Forsta may at its reasonable discretion, upon informing the Designated Users, embed the Forsta Visualizations into the Forsta Platform Plus, and change the access method to be via the Forsta Platform Plus.

2. PERMITTED USE OF THE LICENSED MATERIALS

- 2.1. Client shall, and shall ensure that all users, use the Forsta Visualizations service in accordance with the AUP applicable to the Forsta Visualizations service.

3. SERVICE LEVEL AGREEMENT AND SUPPORT TERMS

- 3.1. The specific Service Level Agreement and support terms for Forsta Visualizations is attached to these Terms as Appendix 1.

4. FORSTA VISUALIZATIONS

- 4.1. A description of the functionalities of the Forsta Visualizations service is detailed in the applicable Documentation.

4.2. Initial training and onboarding

- 4.2.1. Client agrees to the following:
 - 4.2.1.1. Administrator Users will take the online course(s) identified to them by Forsta and finish this requirement prior to their on-site workshop. Forsta reserves the right to delay the on-site workshop if these courses are not completed.
 - 4.2.1.2. Client agrees to an initial "kick-off" meeting prior to the on-site workshop to review the scope of their needs, understand what is expected from Forsta to ensure success, discuss any specific project requirements (for example, a tracking study) and share with Forsta actual files that can be used in the workshop.
 - 4.2.1.3. Client agrees it is their responsibility to ensure that the Administrator Users take the workshop experience seriously to ensure their learning the Forsta Visualizations.
- 4.2.2. Client will provide a conference room (or equivalent) space to accommodate the number of trainees and instructor. This space must have high speed Wi-Fi internet connections for all attendees. A monitor or projector needs to be available so the trainer can present his screen. Trainees will be expected to focus on the training to ensure proper learning; this means cell phones off and no emails. There will be adequate breaks provided to handle business.
- 4.2.3. Client agrees that post-training, all Administrator Users will agree to a 60-day plan (which may entail weekly meetings) to address usability questions, issues and concerns. Client further agrees that Administrative Users will make best efforts to read release notes and newsletters to stay updated on capabilities and attend the scheduled "Expert Series" 30-minute webinars for more in-depth advanced training. These webinars are recorded and available online. The knowledge base, currently available via the Forsta Visualizations, contains a comprehensive explanation of most Forsta Visualizations functions.

- 4.3. **Data Files:** Client is fully responsible for supplying data files as set forth in this paragraph in a system compatible format that meets the requirements of Client projects. For survey data, the Forsta Visualizations service has API connections to some survey systems, and if Client or their supplier uses these survey systems the connection will

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ensure proper data format. If there is no API connection, Client will use SPSS, Triple-S or Excel/CSV raw data files in a format compatible with the Forsta Visualizations service, or other pre-approved formats. For non-survey data, Client will use appropriate Excel/CSV files in a format specified for the specific project needs. During the implementation phase, Client agrees to provide direct access to their data team or their data vendor to ensure these formats are clearly specified. If Client or their vendor requires Forsta to manipulate their data files, this service can be provided for an additional fee to those specified in this contract. However, it is the intent to have Client or their vendor to provide proper data file based upon Documentation.

- 4.4. **Data Quality Control:** Forsta is responsible for providing overall Forsta Visualizations functionality and the ability to configure the Forsta Visualizations service to present data within the core capabilities of the Forsta Visualizations. Client is responsible for checking the data and the "quality control" process needed to ensure data accuracy. Forsta is responsible for providing guidance (per Data Files section above) to ensure the structure of the data file will be compatible with the Forsta Visualizations. Forsta is not responsible for data integrity due to inaccurate or incomplete data files and will not check nor is responsible for accuracy or complete data.
- 4.5. **Client Service Hours:** Client service hours (post training) can be used for project consultation, design services and templates production and are valid for one (1) Contract Year in which they are purchased. For the purposes of this paragraph the term "Contract Year" means each twelve-month period within the term of the Sales Order. These hours may not be used for Client's requests to build a functional dashboard or for turnkey solutions, such initiatives shall be priced and agreed separately. If Client requires Forsta to provide Client consultation beyond those hours purchased in the applicable SOW or Sales Order, they will be billed for an additional fee at the mutually agreed rates. Any unused Client service hours at the end of the applicable Contract Year will not be reimbursed nor transferred for use to subsequent periods unless agreed differently in the applicable SOW.
- 4.6. **Forsta Visualizations Features:** To the extent Client is operating under the Forsta Visualizations license, it may have been provided access to feature-sets that are only available to Clients operating under the Forsta Visualizations Enterprise license. Forsta retains the right to remove such features at any time.

5. DEFINITIONS

- 5.1. The following definitions shall be applicable to the terms used in the text of these Terms unless expressly stated otherwise in the text.
 - 5.1.1. "**Administrator User**": a user, assigned Administrator User ID.
 - 5.1.2. "**Administrator User ID**": a type of User ID, allowing a user to perform the following processes: (i) create projects; (ii) import data; (iii) design dashboard; and (iv) distribute dashboards to persons having Report User IDs, to the extent supported by the features available in the version (Professional versus Enterprise) licenses by Client.
 - 5.1.3. "**User ID**": The unique access details for accessing and use of the Forsta Visualizations service. User IDs are offered with different permissions levels at different price levels as specified in the applicable Sales Order. User IDs include Administrator User ID and Report User ID.
 - 5.1.4. "**Report User**": a user, assigned a Report User ID.
 - 5.1.5. "**Report User ID**": a type of User ID, allowing a user to view online cross tables and dashboards with access to filtering, export options along with access to Open-End and StoryCreator tools depending upon the access rights granted by the Administrator User to the Report User.

Appendix 1 Service Level Agreement

1. Introduction

The following SLA agreement specifies the service levels available for the Forsta Visualizations platform when hosted by a Forsta appointed third-party service provider.

2. Prerequisites

Forsta Visualizations is a web-based service that will be used via an Internet Browser. Moreover, a broadband Internet connection is required, as well as Microsoft PowerPoint and Microsoft Excel software to open and read downloaded documents.

Internet Browsers currently supported for Report User are shown below.

3. Availability

The Forsta Visualizations service is available via public Internet, using TLS encryption. Forsta Visualizations Servers are operated through certified third-party providers, approved by Forsta and PCI DSS compliant. Forsta hosting providers in North America, Australasia and Netherlands are also ISO 27001 certified. Forsta Visualizations service has a guaranteed up- time of 99.6% on an annual basis. This does not include planned maintenance.

Operations are monitored 24/7.

4. Backup and Recovery

Customer databases are backed up once every 24 hours. Backups are stored for 60 days . In the event that a project's data is jeopardized or lost due to actions by the company, the administrator can request a restoration of the project database.

5. Maintenance

General

Forsta Visualizations releases a minimum of one new version per year. In addition to new version releases, patches and hot fixes (maintenance) will also be applied. For each occasion, when an update of a new version, a patch, or a hot fix is done, the Forsta Visualizations service will be unavailable. The unavailability time for these occasions will be considered scheduled maintenance. All administrators will be notified of the

scheduled maintenance times 5 days prior to the maintenance. Whenever possible, these times will be outside office hours. In the event that unscheduled maintenance is required, Forsta will post a notification on the login screen. Scheduled and unscheduled maintenance events will not be considered downtime.

Forsta has two different types of maintenance; Scheduled maintenance which includes Releases and Patches, and, Ad-Hoc maintenance which includes Hot Fixes.

- **Scheduled Maintenance**

Forsta may perform Scheduled Maintenance according to Section 10 of this Appendix. Examples of scheduled maintenance include improvements in the technical environment, such as server or communication upgrades, patches, and new version releases. Users will be notified through notifications on the Forsta Visualizations site.

- **Ad-Hoc Maintenance**

Forsta may perform Ad-Hoc maintenance according to Section 10 of this Appendix. Users will be notified through notifications on the Forsta Visualizations site. Examples of Ad-Hoc maintenance include Microsoft Security Patches and internal Forsta software upgrades.

Technical Support

All support cases will be registered at Forsta's Helpdesk. Forsta will provide technical support by phone and by email from 8:00 AM to 11:00 PM CET/CEST. Requests that arrive outside of the office hours will be responded to within 12 hours of the request.

6. Handling and Escalation of requests and faults / problems

The handling of requests and problems should be as follows:

The company's contact person (administrator) will send all requests and problems to Forsta's first line of support, and state their priority.

The administrator will classify their support errand according to the different severity levels.

If the first line of support is unable to solve the problem, then it is escalated to the second line of support.

As soon as possible, Forsta will begin the necessary actions to fulfill the request or solve the problem, depending on the severity.

Forsta will report back to the administrator as soon as the request is fulfilled /problem is solved.. When necessary, Forsta will get in direct contact with the administrator for additional information or assistance in fulfilling the request / solving the problem.

7. Severity levels and action commenced for faults / problems

ERROR	DESCRIPTION	ACTION COMMENCED DURING OFFICE HOURS	COMPLETED ACTION DURING OFFICE HOURS
A	Problems that cause complete loss of service or prevent critical functions in the company's activities. Class A errors include faults caused by negligence connected to maintenance work, a critical function not being accessible, the system hanging in an unidentifiable way, causing unacceptable or impossible delays for internal resources in the Forsta Visualizations platform or delays to internal answers, system crashes or repeated system crashes during restart attempts.	Immediate action	Within 8 hours
B	Problems that cause a serious loss of operations in the service, making it impossible to work in specific projects, but do not affect the entire system enough to require immediate action. No "work around" is available, but work can be done to an extent in the Forsta Visualizations platform.	Within 4 hours	Within 16 hours
C	Problems that cause loss of features in the service, but do not prevent further work in projects nor affect entire system enough to require immediate action. No "work around" is available, but work can be done to an extent in the Forsta Visualizations platform.	Within 24 hours	Fix will be included in the next patch.
D	Problems that cause the loss of operations in the service, but do not affect the system enough to require immediate action. The problems require a "work around" until everything can be	Within 2 weeks	Within 2 weeks. Fault rectified in future

	restored.		patches.
E	Problems that cause no loss in the operation of the service, but constitute as a minor error or incorrect performance. These are not included in the documentation/ operations manual for the Forsta Visualizations platform.	Analyzed for possible further development	

Examples of the different severity levels:

Error A

- The server is down
- Extreme slowness on the server

Error B

- Errors regarding the import process or other parts of the system preventing further use of project
- Locks in projects that make it impossible to use them
- Problems with In-Memory data model

Error C

- User issues in the system
- Export issues
- Problems with Compute or Index variables
- Pre-generation issues

Error D

- Questions regarding functionality
- Issues caused by Admins working in the system

Error E

- Layout issues
- Custom code

8. Actions for other requests

Requests differ from problems and faults in the system and so does their escalation and prioritization. Forsta will apply best efforts to fulfill all requests in accordance with deadlines communicated by administrators.

Examples of the other requests:

- Requests for data connections to third party APIs
- Requests for Single Sign-On implementations
- Custom code requests
- Skin and design requests
- Execution of specific scripts on projects
- Restoring projects from previous backups or restoring archived projects
- Creating import scripts

9. Browser support



REPORT USER VIEW	•	•	•	•	•	•
ADMINISTRATION VIEW	•	•	•	•	•	•

• Supported • Not supported

Supported versions:

- Internet Explorer v.9 and later
- Firefox v.20 and later
- Chrome v.20 and later
- Opera v.15 and later
- Safari v.6 and later
- iOS v.6 and later

10. Maintenance

	Scheduled Maintenance		Ad Hoc Maintenance
	New Release	Patches	Hot Fixes
North America			
Notice in Advance	5 days	5 days	1 hour
System not accessible between	12 am - 7 am	12 am - 7 am	12 am - 7 am
Considered as Downtime	No	No	No
Time Zone	EST/EDT	EST/EDT	EST/EDT
Australasia			
Notice in Advance	5 days	5 days	1 hour
System not accessible between	10 pm - 5 am	10 pm - 5 am	10 pm - 5 am
Considered as Downtime	No	No	No
Time Zone	AEST	AEST	AEST
Europe + All Other			
Notice in Advance	5 days	5 days	1 hour
System not accessible between	12 am - 7 am	12 am - 7 am	12 am - 7 am
Considered as Downtime	No	No	No
Time Zone	CET/CEST	CET/CEST	CET/CEST