

Research Reporter Additional Terms

These Research Reporter Additional Terms ("Terms") below are a part of and subject to the master services agreement, however named (the "Agreement"), between the Forsta entity ("Forsta") and client ("Client") referenced in the applicable Sales Order, Order Document, or other commercial agreement ("Sales Order").

Please read this document carefully. By continuing to use the Services, the Client indicates acceptance to be bound by the terms and conditions of these Terms between Client and Forsta. Capitalized terms have the meanings assigned to them in the Sales Order or master services agreement between the parties (however named).

1. Research Reporter Application Service

The Research Reporter Product is a marketing research management system that combines functionality to create an electronic market research library, with research project management and resource management.

2. Scope of License

The Agreement allows for the Client's employees, officers, and on-site independent contractors retained by the Client (collectively, "Users") to access remotely and use the Product by means of the internet for the Client's internal business purposes only and in accordance with these Terms.

3. Restrictions

The Client agrees that it will not, and will not allow its directors, officers, or employees or agents to use, or permit the use of, the Research Reporter Application Service or any component thereof to perform information processing or any other function whatsoever for any other person, entity or business including, without limitation, providing information processing for a third party in any service bureau, time sharing, lease, distribution, resale, rental or any other arrangement.

4. Maintenance and Support Services

Provided that the Client is current in its payment of Fees under these Terms, Forsta shall provide to Client its standard technical support and maintenance as specified in Schedule A, at no additional charge.

Notwithstanding the above, if Forsta makes a reasonable business determination that the technical support requested by Client pursuant to this Section will entail detailed, specialized maintenance or support services different in kind or amount from those provided to other similar Clients for the Research Reporter Service (including, but not limited to, assistance to enable the interfacing or operation with a non-supported, unusual or proprietary system), Forsta shall notify Client that the requested support is considered an additional service which shall be subject to additional fees.

Forsta, or its hosting partner, shall offer access to the Product Site using the Internet. Forsta, or its hosting partner, shall operate and maintain the Product server ("Server") in good working order with access restricted to qualified employees and officers or contractors of Forsta. Forsta, or its hosting partner, shall employ its best commercial efforts as outlined in the Security documentation provided, to ensure the security, confidentiality and integrity of all Client Data and other proprietary information transmitted through or stored on the Server, including, without limitation; (i) maintenance of independent archival and backup copies of the Product Site and all Client Data; and (ii) protection from any network attack and other malicious, harmful or disabling data, work, code or program.

Client and Forsta agree that trouble-free operation of the Product Site is dependent on a combination of



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reliability; proper hardware configuration, including backup hardware configurations, backup power sources and backup communication facilities; a virus-free environment; system backup procedures; and Client's adherence to Forsta recommended practices as specified in the Client's Research Reporter system.

Notwithstanding the above, Client understands and acknowledges that from time to time, the Product Site may be inaccessible or inoperable for various reasons, including equipment malfunctions, upgrades or modifications, or causes beyond the control of Forsta which are not reasonably foreseeable by Forsta, including interruption or failure of local or wide area network infrastructure or other failures (collectively "Downtime"). Forsta shall use its best commercial efforts to minimize any disruption, inaccessibility and/or inoperability of the Product Site.

5. Access to the Software

Client shall access the Server and the Software through an internet site (the "Site") by way of a unique URL and confidential password established for each End User named by Client. Each End User shall be bound by and subject to the terms and conditions of these Terms. Client shall be obligated to enforce such terms and conditions against each End User and shall be liable for any breach by an End User.

6. Client Personnel

The Client is responsible for establishing throughout the Term of these Terms the designated points of contact (the "Administrators") to communicate with Forsta and its approved distributors. Such Administrators must be identified in Schedule A of these Terms.

Administrators can be altered by written notice to Forsta.

Schedule A – Support, Maintenance and Upgrades Standard support and maintenance shall include the following provisions.

Forsta and its approved distributors' support personnel shall be available to provide 60 hours cumulative per 12-month period telephone support and assistance via email directly to the Client's designated Administrators during Forsta and its approved distributors' normal business hours free of additional charges.

Standard support services are defined as covering ad hoc but specific questions by the Administrator such as "how do i..?", "where is ...?", "why can't i ...?' etc, that might arise as the researcher is working within Research Reporter.

Support questions generally cover specific issues that may not be covered in training. They are usually fairly time critical but do not take long to resolve (minutes rather than hours/days).

Standard support includes delivery of enhancements, updates and upgrades to Research Reporter that Forsta makes generally and commercially available to other Clients without levying an incremental fee (collectively "Improvements").

Standard support includes standard error correction and maintenance modifications. Schedule

B - Recommended Browsers and Configuration Requirements

Client users must have available a modern, standards-compliant web browser with which to access Research Reporter. The latest releases from Microsoft (Edge and Internet Explorer), Google (Chrome) and Mozilla (Firefox) are supported.

There is no client-side configuration required apart from the browser enabling of cookies to support the session management functions, and the enabling of client-side scripting. It is usual to have both of these settings enabled for browsers that use web-based applications.