

Forsta Crowdsourcing Service Terms

These Forsta Crowdsourcing Service 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").

These Terms contain the terms under which Forsta and its affiliates provide Forsta Crowdsourcing to the Client and describe how Forsta Crowdsourcing may be accessed and used.

1. User Content

1.1. User Content.

Please do not use content from Forsta Crowdsourcing unless the Client has first obtained the permission of its owner, or are otherwise authorized by law to do so.

1.2. Content Review.

The Client acknowledges that, in order to ensure compliance with legal obligations, Forsta may be required to review certain content submitted to Forsta Crowdsourcing to determine whether it is illegal or whether it violates these Terms (such as when unlawful content is reported to us). We may also modify, prevent access to, delete, or refuse to display content that we believe violates the law or these Terms. However, Forsta otherwise has no obligation to monitor or review any content submitted to Forsta Crowdsourcing.

1.3. Third Party Resources.

Forsta may publish links in Forsta Crowdsourcing to internet websites maintained by third parties. Forsta does not represent that it has reviewed such third-party websites and is not responsible for them or any content appearing on them. Trademarks displayed in conjunction with Forsta Crowdsourcing are the property of their respective owners.

2. Account Management

2.1. Keep The Client Details Accurate.

Forsta occasionally sends notices to the email address registered with the Client account. The Client must keep the Client email address and, where applicable, the Client contact details and payment details associated with the Client account current and accurate.

2.2. Remember to Backup.

The Client is responsible for maintaining, protecting, and making backups of the Client Content. To the extent permitted by applicable law, Forsta will not be liable for any failure to store, or for loss or corruption of, the Client Content.

3. User Requirements

3.1. Minors.

"Minors" are individuals under the age of 13 (or a higher age as provided in certain countries and territories). None of Forsta Crowdsourcing are intended for use by Minors. If the Client is a Minor in the Client place of residence, the Client may not use Forsta Crowdsourcing. By using Forsta Crowdsourcing, the Client represents and warrants that the Client is not a Minor.

4. Service Documentation/ SLA and Support

4.1. SERVICE AVAILABILITY & UNAVAILABILITY

- 4.1.1. "Quarter" is defined according to calendar year so that Q1 is January through March, Q2 is April through June, etc.
- 4.1.2. "Service Unavailability" shall mean the number of minutes outside of maintenance windows, scheduled maintenance, and urgent maintenance with complete and sustained unavailability of the parts of the SaaS hosting environment.
- 4.1.3. "Service Availability" shall be calculated as follows:

4.1.3.1.
$$\left[\frac{(\text{Total number of minutes in the Quarter}) - (\text{Service Unavailability})}{\text{Total number of minutes in the Quarter}} \right] \times 100\%$$

4.2. SERVICE LEVEL AGREEMENT

- 4.2.1. Although the Service may not be uninterrupted or error-free, Forsta shall make commercially reasonable efforts to provide a ninety-nine and seven- percent (99.7%) Service Availability on a Quarterly basis (the "Service Level Agreement").
- 4.2.2. In the event of a breach of the Service Level Agreement, Client's sole remedy is the issuance of performance compensation days specified herein.
- 4.2.3. If Service Unavailability is sustained for more than an average of one hundred thirty-two (132) minutes per month over a Quarter, equivalent to six and a half (6 ½) hours per Quarter and to zero and three percent (0.3%) downtime, then Client shall have the right at its option, subject to Client's retained responsibilities, to claim compensation in terms of day(s) of contractual SaaS access at no charge, or to request credit of the equivalent monetary value of the applicable compensation set forth herein, as follows:

4.3.

Unavailability per Quarter in minutes	Performance Compensation Days ("Compensation")
Up to 396 minutes	None
397 to 1620 minutes	Two extra days of service at no cost
1621 or more minutes	Three extra days of service at no c

4.4. SUPPORT

4.4.1. Forsta's support hours are:

09.00-20.00 Eastern Standard Time (EST), from Monday to Friday, with the exclusion of New Year's Day; Martin Luther King, Jr. Day; Presidents' Day; Memorial Day; Independence Day; Labor Day; Columbus Day; Veterans Day; Thanksgiving Day; Friday following Thanksgiving Day; and Christmas Day.

- o Client may order support service in multiple time-zones at an additional fee upon execution of an Order Form.

- Forsta will aim at responding to Support requests according to the urgency of the request as specified below:

Category	Target Response Time	Category guidance
<i>Emergency</i>	2 business hours	A Software error that renders the whole system or a substantial part of it inoperative and which is not clearly due to user errors or issues on the user end.
<i>High priority</i>	8 business hours	Errors that do not affect critical parts of the Software. Questions about the Software's functions that are critical for immediate start-up or finalization of a project.
<i>Medium priority</i>	1 business day	Other inquiries and minor errors or error messages. Questions about functions that are not critical for start-up or finalization of a project.
<i>Other inquiries</i>	2 business days	Requests about new functionality, system architecture, or similar.

- **"Business hours"** is defined as time within the Standard Support Hours.
- **"Category"** can be selected by the Designated Support Contact upon posting the request through the Forsta Extranet. Category may be changed by Forsta's Personnel if request is not in accordance with specifications in the above table.
- **"Target Response Time"** is defined as the time elapsing from receipt of the request to Forsta initiating action to resolve the issue. The time to arrive at a solution may be longer. Client will normally be informed of the status of Client's request within the response times listed above.