API ACCESS SCHEDULE

This API Access Schedule (this "Schedule") is part of and subject to the master services agreement, however named, ("Agreement") between the Forsta entity ("Forsta") and client ("Client") referenced in the applicable Sales Order, Order Document, or other commercial agreement. This Schedule governs the use of the Forsta Plus Application Programming Interfaces services only. Unless otherwise defined, capitalised terms have the meanings assigned to them in the Agreement. Where any conflict arises between this Schedule and the Agreement, then the terms of this Schedule shall prevail and override the Agreement.

1.1 Subject to the execution between Client and Forsta of a Sales Order authorizing Client to use the Forsta Plus Application Programming Interfaces (the "APIs") and detailing the appropriate fees, the following terms and conditions will apply to the use of the APIs, in addition to any and all other terms in the Agreement. For clarity, the APIs are part of the Software.

1.2 Any Designated User intending to use the APIs needs to be in possession of a valid User ID.

1.3 Before using the APIs to design or develop an application, Client shall submit to Forsta an application setting out the proposed functionality of such application, the intended users, and other information that Forsta may reasonably require (a "Fit for Purpose" application). Forsta will use reasonable efforts to respond to Client's Fit for Purpose application within seven (7) business days of receipt of the application. Client's use of the APIs to design or develop an application without Forsta's prior written approval of a Fit for Purpose application is a material breach of this Agreement. All information contained in a Fit for Purpose application shall be treated as confidential by Forsta regardless of whether the application is approved or rejected.

1.4 In the event Client submits a Fit for Purpose application which appears, at Forsta's reasonable discretion, to involve the development of an application that is capable of being used by Client or any third party to compete with Forsta's business, or which Forsta otherwise deems to be aimed at circumventing Forsta's business model or is considered harmful to Forsta's interests, Forsta may deny the application. Forsta will, upon Client's request, discuss with Client ways (if any) to amend the application to make it acceptable to Forsta.

1.5 Upon Forsta's request, Client shall, within fifteen (15) business days provide Forsta with a complete list of the applications Client has developed (in whole or in part) using the APIs and will promptly provide such additional information and clarification relating to that list as Forsta may request.

1.6 Support for the APIs is available on request to support@Forsta.com during the Standard Support Hours and in accordance with the terms of the Agreement. Assistance provided by Forsta in relation to programming guidance, review of code, and troubleshooting in relation to applications built by Client, is defined as Additional Services, provided such assistance is pre-approved in writing by Client.

1.7 Subject to Forsta's availability of resources, upon request and the payment by Client of applicable fees, Forsta shall make Forsta's instructors available for the training of Client personnel in the use of the APIs.

1.8 Notwithstanding anything to the contrary in the Agreement:

    1.8.1 The Forsta Plus Software (the "Software") only supports calls towards the APIs when such calls refer either to the then current version of the Software, or to the two (2) versions prior to that. Client applications referring to a non-supported APIs version may alter behavior or stop working without further notice.

    1.8.2 Forsta currently runs backward compatibility testing towards .NET clients only. Client applications built with other frameworks (e.g., Java) may alter behavior or stop working upon release of a New Version or an Update by Forsta.

2. SaaS Version

2.1 This Article 2 shall apply where the Service is provided via a "SaaS" or "Cloud" model (as opposed to an "On-Premise" model).

2.2 Development and testing activities related to any application developed hereunder shall solely be performed by Client towards Forsta's testing environments as instructed on a case-by-case basis by Forsta. Unless approved in writing by Forsta in advance, development and testing activities shall not take place towards Forsta's SaaS Environments (also referred to as the Service).

2.3 In accordance with the Agreement, Forsta has the right to monitor Client's use of the APIs so to, amongst other, ensure that Client complies with the limitations applying to the contracted type of access. Client's failure to comply with such contracted limitations may cause Forsta to take any of the measures outlined in the AUP, including suspension of Client's access to the APIs with immediate effect and without liability to Forsta.