

DIALER LINK SOFTWARE SCHEDULE

This Dialer Link Software 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 CATI Open Dialer Link 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. INTRODUCTION

- 1.1 Forsta licenses a range of CATI software products ("CATI Software"), including but not limited to Forsta Plus CATI Software, that may be linked to a dialer. In some cases, the link requires the licensing of TCI Software, or a Web Service Dialer Component, as defined below. This Schedule covers the terms and conditions which apply if Client wishes to link the CATI Software to a dialer. This Schedule shall remain valid for as long as: (i) the Agreement remains valid and in place; and (ii) an Order Form is in place including one or more dialer related line items, such as but not limited to "TCI" Items or "Dialer Link" Items.
- 1.2 Where any Order Form related to the Agreement includes Dialer Link Software as defined below, then the terms of this Dialer Link Schedule shall apply.
- 1.3 Unless explicitly stated otherwise in this Schedule, the terms and conditions herein are supplementary to the terms of the Agreement and are not in any way intended to replace or supersede any of the terms and conditions of the Agreement.

2. DEFINITIONS (ADDITIONAL TO DEFINITIONS IN THE AGREEMENT)

- 2.1. "**Dialer**": specific hardware and manufacturer provided software, supplied to Client by a third party under agreements to which Forsta is not a party, which is designed to make phone calls and which Forsta believes to be suitable for use in conjunction with the CATI Software.
- 2.2. "**Dialer Link Effective Date**": The date upon which any Order Form which contains Dialer Link Software becomes effective. Any references in the Agreement to the Effective Date will be construed as meaning the Dialer Link Effective Date insofar as they relate to Dialer Link Software.
- 2.3. "**Dialer Link Software**": jointly, the TCI Software and / or Web Service Dialer Component, as appropriate. The Dialer Link Software is deemed to be Licensed Materials under the Agreement.
- 2.4. "**TCI Software**": a proprietary Telephony Computer Interface Software application developed by Forsta to work in conjunction with its CATI Software and which is designed to control certain aspects of the functioning of a Dialer manufactured by Westek Technology Ltd, in particular in relation to the placing of phone calls, recording and monitoring.
- 2.5. "**Web Service Dialer Component**": a proprietary software component developed by Forsta which is designed to enable the software controlling a Dialer manufactured by Marketing Systems Group (PRO-T-S) to work in conjunction with the CATI Software.

3. INSTALLATION OF THE DIALER

- 3.1. Client must use a Dialer which Forsta believes is suitable for use in conjunction with the CATI Software. Forsta will make such judgment and provide any recommendations in good faith, usually on the basis of past performance of dialers from the manufacturer, but does not warrant the performance of the Dialer and shall not be held responsible for any failures of the Dialer to perform as anticipated.
- 3.2. Client is responsible for providing and maintaining a suitable environment for the Dialer in line with any documentation or recommendations provided by the manufacturers together with appropriate voice and data lines correctly configured.
- 3.3. Client is responsible for initial commissioning and set-up of the Dialer and of the environment for the Dialer, such that they are fully operational in accordance with the manufacturer's specifications, subject to any recommendations which Forsta may provide in writing from time to time, with voice lines and data lines connected to the server on which the CATI Software is loaded in accordance with Forsta's Local Dialer System Requirement document ("LDSR") and any other relevant documents published by Forsta on <http://legal.forsta.com>. Forsta strongly recommends that Client commissions and sets-up the Dialer with assistance from the manufacturer.
- 3.4. Once the setup under Section 3.3 above has been completed by Client, Forsta shall be responsible for (i) installing the TCI Software on the Dialer, save that the TCI Software does contain a web service component which Forsta may choose to load on a separate server; or (ii) for installing the Web Service Dialer Component on a separate server. Client and Forsta will agree a suitable date for Forsta to install the Dialer Link Software and Forsta will make all reasonable efforts to meet such date. Such installation is subject to a separate charge to be agreed in an Order Form. Delays in the

delivery, installation or operation of the Dialer Link Software because the Dialer has not been set up by Client in accordance with Section 3.3 shall not constitute a breach of the Agreement by Forsta, nor shall such delays release Client from any of its obligations under this Agreement. Additional reasonable expenses (including non-redeemable pre-agreed travel expenses) incurred by Forsta as a result of such delays are chargeable to Client.

- 3.5. Client acknowledges that Forsta may use software, license keys or other devices to limit the functionality of the Dialer to the simultaneous number of seats specified in the Order Form.
- 3.6. Client may move the Dialer and server on which the Dialer Link Software is loaded to another location, or move the Dialer Link Software to a replacement Dialer or server, in the same country, subject to prior written notice to Forsta's support at support@Forsta.com. In the event that the Dialer Link Software requires a new installation, this shall be subject to Forsta's then current charges.

4. RESPONSIBILITY FOR THE DIALER

- 4.1. Client acknowledges that it has acquired the Dialer from a third party and that Forsta has no responsibility for any faults, lack of functionality or other failures related to the Dialer. Forsta strongly recommends that Client takes out a maintenance contract with the Dialer supplier in order to minimize any downtime.
- 4.2. For sake of clarity, aside from installing the Dialer Link Software, Forsta has no responsibility for any aspect (including maintenance and updates) of the Dialer, the environment in which it runs, the voice and data lines connected to it, the connection to the interviewers or the running of the Dialer Link Software (unless it fails to perform in accordance with the Documentation). In the event that Forsta has made or commissioned pre-installation checks on the voice and/or data lines, the results of those checks are for guidance purposes only and are not subject to any guarantee.
- 4.3. From time to time Forsta may produce an upgraded version of the Dialer Link Software. Where Forsta believes that it is essential that such upgraded version be loaded on Client's dialer, it will notify Client and Client will promptly install it. Forsta does not warrant that the Dialer Link Software will work with any other software upgrades installed on the dialer or on the separate server on which any Web Service Dialer Components are loaded.

5. LICENCE TO USE AND TERM OF LICENCE

- 5.1. ***The Dialer Link Licensed Materials are offered solely for installation and use in Europe.***
- 5.2. Subject to the terms and conditions of the Agreement, Forsta shall grant Client a non-exclusive, non-transferable and time-limited license to install and use the Dialer Link Software which may be listed in any Order Form related to the Agreement. A full description of the functionalities as of the Dialer Link Effective Date is detailed in the Documentation. The Dialer Link Software and related documentation ("Dialer Link Licensed Materials") will be made available to Client for the duration of the term specified in the Order Form and any extensions thereto.
- 5.3. Client is responsible for ensuring that the Dialer Link Licensed Materials shall only be accessed and used by Designated Users and no other persons, firms or enterprises shall be permitted access to or use of said Dialer Link Licensed Materials save for staff of the Dialer manufacturer engaged in the Dialer installation who shall be deemed to be Contractors of Client.
- 5.4. Notwithstanding anything in the Agreement, the license to use Dialer Link Software is personal to Client and the Dialer Link Software may not be used by any other party save for any party authorized to use the CATI Software.
- 5.5. The Dialer Link Software shall be made available to Client via download from Forsta's Extranet or will be personally loaded by staff of Forsta as part of the installation procedure.

6. CALLS

- 6.1. Client is responsible for providing suitable correctly configured phone and data line(s) with adequate bandwidth for the purpose and meeting the costs thereof.
- 6.2. Client is responsible for ensuring that the Dialer Link Software is not used to make any calls which may be regarded as nuisance or contrary to any applicable laws or regulations.

7. CLIENT OBLIGATIONS

- 7.1. Client agrees to undertake the following in addition to the other obligations set forth in the Agreement:
 - 7.1.1. Client shall not copy, nor permit the copying of, the Dialer Link Software other than to load onto the Dialer in accordance with the terms of this Schedule or for the purposes of backup.
 - 7.1.2. Client shall limit its use of the Dialer Link Software to the number of seats or other limitations specified in the relevant Order Form.
 - 7.1.3. Client shall promptly upgrade the Dialer Link Software to any new version provided by Forsta and will not modify any version thereof.

- 7.1.4. Upon termination of the Agreement for whatever reason, Client shall delete all copies and immediately cease using the Dialer Link Software.

8. SUPPORT

- 8.1. For Forsta to be able to support the Dialer Link Software, the Dialer must be remotely accessible by Forsta.
- 8.2. Subject to the other Sections in this Article 8, the process for Client to obtain Forsta's support for Dialer Link Software shall follow the procedures and terms laid out in the Agreement and relating to the Software.
- 8.3. The successful use by Client of Dialer Link Software and the CATI Software is contingent upon Client's environment (internet, phone lines, LAN, load balancers, etc.) being sufficiently scaled, and operating without interruptions:
 - 8.3.1. Client has been provided with, or shall be provided with, a pre-CATI-deployment assessment program (the "PCD") and LDSR which set out the minimum requirements and configurations necessary for Client to run CATI linked to a Dialer; and
 - 8.3.2. Client may from time to time be required to confirm in writing that the necessary system requirements, as identified in the PCD and LDSR, have been met in full.
- 8.4. Client undertakes to have available to it at all times senior personnel with (i) solid understanding and skills related to the equipment needed to run telephony-based data collection; and (ii) a thorough understanding of the way the Forsta Plus Software interacts with Client's equipment. Such staff shall always perform initial troubleshooting before issues are presented to Forsta by e-mail to support, including an abstract of the staff's initial findings.
- 8.5. Notwithstanding anything to the contrary in the Agreement, if Forsta has been requested by Client to address issue(s) which Forsta reasonably deems, after due investigations, to be caused by (i) failure of Client to comply with the PCD, the latest system requirements (including those in the LDSR), or the Documentation; or (ii) where such issues reasonably appear to be related to aspects outside of Forsta's contractual responsibility (including CATI consoles connection issues due to e.g. latency, connection loss, inadequate bandwidth, insufficient network, etc.); or (iii) where such issues may be fully or partially remediated by Client applying a hotfix, patch or new version of the Software, the Dialer Link Software or any third party Software, as instructed by Forsta; then Client agrees that Forsta may temporarily discontinue its support efforts in the affected area, up and until:
 - 8.5.1. for (i), that Client in writing confirms that Client's equipment complies in full with the latest system requirements or PCD, as determined by Forsta; or
 - 8.5.2. for (ii) except where the issues are promptly resolved by Client, a new report is prepared by an independent third-party consultant experienced in areas such as performance troubleshooting and network optimization, as quickly as possible, and which recommendations Client shall promptly abide by at its sole cost; or
 - 8.5.3. for (iii), that Client has installed the hotfix, patch or new version as instructed by Forsta.
- 8.6. Notwithstanding anything to the contrary in the Agreement, in the event that the third party report produced under 8.5.2 above concludes that the most relevant parts of the issues experienced by Client are stemming out of aspects outside Forsta's responsibilities under the Agreement, Client will reimburse Forsta in full for the costs incurred for the report.
- 8.7. Both parties acknowledge that there may be times when it is unclear whether a failure to make calls successfully is the fault of the Dialer, the Dialer Link Software, the telephone line supplier or some other factor. In such event, Client will in good faith make an assumption as to where the fault lies and contact the appropriate party. In the event that Client contacts Forsta, then Forsta shall analyze the problem and if it believes the fault does not lie with the Dialer Link Software or the CATI Software, then Forsta will notify the Client. Unless the Client subsequently notifies Forsta that another supplier believes that the fault lies with the Dialer Link Software or the CATI Software, and provides reasonable grounds for such belief, then Forsta shall have no other responsibility with regard to that fault.

9. SAAS AGREEMENT

- 9.1. This Article 9 shall apply where the Agreement is a SaaS Agreement, On-Demand Agreement or ASP Agreement.
- 9.2. Client acknowledges that the license to use the Dialer Link Software is subject to it being loaded on a Dialer and/or server maintained by Client and Forsta has no obligation to host the Dialer Link Software on Forsta's servers.
- 9.3. In respect of the Dialer Link Software, all obligations on Forsta in the Agreement which relate to the Software being hosted on the SaaS Hosting Environment, including but not limited to obligations of indemnification, the provision of support and the SLA, shall be void. Any obligation on Client under the Agreement including but not limited to obligations of indemnification to the Service, or references specific to a SaaS environment, shall be construed in the context of software being provided for On-Premise use only, as opposed to the provision of a hosted service.

10. ON PREMISE AGREEMENT

- 10.1. Client acknowledges that the license to use the Open Dialer API is subject to it being loaded on a Dialer and/or server maintained by Client and Forsta has no obligation to host the Open Dialer API on Forsta's servers.
- 10.2. In respect of the Dialer, all obligations on Forsta in the Agreement which relate to the Software, including but not limited to obligations of indemnification, the provision of support, and the SLA, shall be void.