

GENIUS SOCIAL ANALYTICS SCHEDULE

This Genius Social Analytics 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 genius social analytics 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. Client is licensed under the Agreement to use Forsta's proprietary software package Forsta Plus delivered for access to Client via Forsta's multitenant SaaS hosted environment ("**SaaS Service**").
- 1.2. Forsta offers a social analytics service providing access to certain social media data (the "**SA Service**") under which Forsta staff will arrange to process social media feeds obtained from third parties ("**Feeds**"), so as to deliver selected data and statistics obtained from the processing of the Feeds (the "**Output**") into the SaaS Service for Client's use.
- 1.3. The terms and conditions herein are supplementary to the terms of the Agreement and are designed to address the fact that the SA Service is third party dependent, involves Forsta staff time and is subject to a different pricing model than Forsta Plus SaaS.
- 1.4. Any terms and conditions in this Schedule shall apply in relation to the SA Service only.

2. USE OF THE LICENSED MATERIALS AND OUTPUT

- 2.1. The proper functioning of the SA Service will depend on the proper functioning of the Feeds, which are provided by third parties. The Parties shall mutually agree to the Feeds to be made part of the SA Service by signature of Order Form(s) or SOW(s). Any change to, or addition of, Feeds thereafter shall be mutually agreed to in writing. Some Feeds may be subject to third party costs, and where Client requests Forsta to add any such Feeds to the SA Service, Client shall be responsible for the third party costs thereof as mutually agreed in the applicable Order Form or SOW or otherwise in writing. Client agrees and understands that (i) the proper working of Feeds, and any failures of the Feeds to provide data, is outside of the responsibility of Forsta; (ii) that any issues related to Feeds shall not be deemed to be errors caused by Forsta; and (iii) Forsta may require Client to observe the terms and conditions applicable to Feeds (if any) mandated by the owner of the relevant sites, and Client fully accepts to only use the Output under such terms.
- 2.2. Where Client arranges for access to and use of any Feeds, then unless otherwise specifically agreed in writing by the Parties, Client shall be responsible for any payments for such Feeds, and shall in writing notify Forsta in advance of any restrictions applying thereto in relation to use or processing thereof by Forsta. Forsta reserves the right to discontinue such Feeds in the event that it reasonably determines that any restrictions or other factors would cause excessive work or risk to Forsta, and shall endeavor to provide prior notice (e-mail will suffice) in the event of a discontinuation.
- 2.3. Where applicable, Client will provide Forsta with a login (username and password) to access content on a site and will notify Forsta immediately if there is a change in login details in order for Forsta to continue obtaining the data. Such login may be used by Forsta's third party providers to access the relevant sites and Client warrants that it is entitled to do so.
- 2.4. Client agrees not to (a) use the Output in a way that would be inconsistent with any individual's reasonable expectations of privacy, (b) conduct any research or analysis that isolates a small group of individuals or any single individual for unlawful or discriminatory purposes, or uses the Output to target, segment, or profile any individual based on health, negative financial status or condition, political affiliation or beliefs, racial or ethnic origin, religious or philosophical affiliation or beliefs, sex life or sexual orientation, trade union membership, data relating to any alleged or actual commission of a crime, or any other sensitive categories of personal information prohibited by law, (c) make the Output available to any other party or use it for anything other than its own business purposes and (d) make the Output available to the US intelligence community or any other government or public sector entity.
- 2.5. Client acknowledges that Forsta, as well as the third party providers of the Feeds, may use data collected to operate, analyze or improve their service. They may not publicly disclose such data other than in aggregated or anonymized form.

3. DATA AND DATA PROTECTION

- 3.1. The Parties acknowledge that the Output may contain Personal Data. As between Client and Forsta, Client is the data controller and Forsta is the data processor.
- 3.2. Client warrants that it will comply with all laws applicable to it when processing, or instructing Forsta to process, the Output.
- 3.3. Client further warrants that it will comply with all laws applicable to the Output and will respect any third party intellectual property or privacy rights therein.

- 3.4. Forsta Services employees will set up the specific Feeds for the customer and bring the Output into the Forsta Plus SaaS Service, after which it can be analyzed within the Forsta Plus SaaS Service.
- 3.5. If the data source changes the layout of the website, or any other part of the configuration, Forsta agrees to update the setup of the Feed within a reasonable time of becoming aware that it is no longer working. If the Feed cannot be configured to get the same data from the website, Forsta will try to work within the new configuration or will notify Client of the change.
- 3.6. Client acknowledges that the Output may contain extraneous or duplicated data.
- 3.7. The confidentiality, security and data protection terms of the Agreement apply to Forsta's processing of the Output on the SaaS Service. Forsta takes responsibility for backing up the data provided from the Feeds once it is stored on the Forsta Forsta Plus SaaS.

4. PRICING

- 4.1. The price shall be as specified in the related Order Form and/or SOW.
- 4.2. Consulting hours may be required to personalize Client's Feeds, and shall if so be subject to specifications to be agreed in a SOW.
- 4.3. As and if additional features of the SA Service are developed, it may be necessary for the Parties to agree to additional terms, which terms shall be mutually agreed to in writing between the Parties.

5. SERVICE LEVEL AGREEMENT

- 5.1. Forsta utilizes the services of third parties to provide the Feeds and accordingly does not take responsibility for any delays in providing the SA Service. The SLA for the Forsta Plus Service remains the one agreed to in the Agreement.

6. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

- 6.1. Client recognizes, acknowledges and agrees that, as between Client and Forsta, the title and IPR in the configuration of, and methodology of use of, the Feeds, the SA Service, or the related software products which Forsta uses, or may use, to deliver the SA Service to Client including that used through third parties, shall at all times remain owned by and vest in Forsta.

7. WARRANTIES AND LIMITATIONS OF LIABILITIES

- 7.1. For the purpose of the SA Service, the Limited Warranty set forth in Section 10.2 of the Agreement shall be amended so that Forsta warrants that the SA Service shall be provided with reasonable skill and care and in accordance with generally accepted industry practices and performance standards.
- 7.2. Client agrees and understands that, notwithstanding anything to the contrary in the Agreement, Schedules, Order Forms or SOWs, that Feeds and the Output cannot be expected to provide fully accurate data. Forsta will make commercially reasonable efforts to achieve accuracy levels that are at or above standard in the industry.
- 7.3. Client shall at all times during the Term obtain and maintain all the necessary valid and binding right, license and consents to collect, obtain, use, copy, modify, manipulate, distribute, share, process and analyze any Feeds being provided by or on behalf of Client for processing via the SA Service, and for Forsta to process such data in accordance with the terms of this Agreement.