

# **GENIUS TEXT ANALYTICS SCHEDULE**

This Genius Text 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 Text Analytics service 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 offers, as an Add-On to Forsta Plus SaaS, the "Text Analytics Software", a software program developed by Forsta and which provides automatic language interpretation and categorization via proprietary algorithms according to "Categorization Models" that are created and maintained by use of the categorization features available in the Text Analytics Software and referred to herein as "Model Builder". The feature referred to as "Concept Miner" is used alongside Model Builder and uses machine learning technology to identify topics within text, where such topics can be used in Categorization Models to further categorize Verbatim (such term as defined below in Section 5.5).
- 1.2 Client wishes to use, or obtain consulting services based on, the Text Analytics Software and / or Text Analytics Service (collectively "Text Analytics Offering"). The specific services agreed will be reflected in the applicable Sales Order or statement of work ("SOW").
- 1.3 Where any Sales Order or SOW subject to the terms of the Agreement includes references to the Text Analytics Offering or to text Analytics, the terms "Service" and "Software" in the Agreement shall be extended to include the Text Analytics Service and the Text Analytics Software, respectively, save that conditions relating specifically to the Text Analytics Service and the Text Analytics Software shall vary from those of the Service and Software as set out in this Schedule or in the applicable Sales Order or SOW.
- 1.4 The terms and conditions herein are supplementary to the terms of the Agreement and are designed to address the fact that the Text Analytics Offering (i) is subject to different pricing, operational and SLA models than Forsta Plus SaaS, as further detailed herein and (ii) may be made available via a different hosting infrastructure (including cloud) than the one on which Forsta Plus SaaS is operated. The hosting infrastructure from where the Text Analytics Offering is provided is referred to herein as the "Text Analytics Service".
- 1.5 Any terms and conditions in this Schedule shall apply in relation to the Text Analytics Offering only.

## **2. THE TEXT ANALYTICS OFFERING**

- 2.1 Client is granted access to, and use of, the Text Analytics Offering subject to the terms of the Agreement, this Schedule, and any related Sales Order. The Text Analytics Offering is a "Service" as defined in the Agreement.
- 2.2 A description of the functionalities of the Text Analytics Offering is detailed in the Documentation located on Forsta's Extranet.

## **3. PERMITTED USE OF THE LICENSED MATERIALS**

- 3.1 The terms relating to the clauses under "Permitted Use" in the Agreement shall have validity for Text Analytics Offering, limited however to the extent they are applicable to the functionality available in the Text Analytics Offering.
- 3.2 Client shall, and shall ensure that all users, use the Text Analytics Offering as described in the Documentation and/or the applicable SOW, and comply with the Acceptable Use Policy ("AUP") applicable to the Text Analytics Offering, included in the Forsta Plus AUP document, available from [legal.forsta.com](http://legal.forsta.com).

## **4. DATA AND DATA PROTECTION**

- 4.1 Client represents and warrants that at all times during the Term, Client has obtained and will continue to maintain all the necessary valid and binding right, license and consents to collect, obtain, use, copy, modify, manipulate, distribute, share, process and analyze any Client data being provided by or on behalf of Client for processing via the Text Analytics Service (the "Data"), and for Forsta to process such data in accordance with the terms of this Agreement.
- 4.2 As it pertains to any terms and conditions relating to security and data protection standards agreed to between the Parties as part of the Agreement (including Schedules, Addenda, Sales Orders or SOWs), Client acknowledges and agrees that as of the signature hereof (i) the Data to be processed via the Text Analytics Service will be processed on servers (including cloud servers) managed by or on behalf of Forsta, and where outsourced to a third party hosting vendor Forsta remains responsible for that vendor's acts and omissions in relation to the Text Analytics Service; (ii) the Text Analytics Service, other than cloud servers (if any), is located in the same country where SaaS Service utilized by Client is located; (iii) the location of the hosting environment, or the third party hosting supplier, or the hosting method, may change from time to time provided the quality and security of the Text

Analytics Service is not materially compromised thereby, and provided that any such change will be communicated in writing (email or newsletter will suffice) to Client no later than sixty (60) days in advance; and (iv) Forsta employees of other entities belonging to the Forsta group of companies may need to access and process the Data, such right being however restricted to personnel with legitimate need to access and process such Data for the purposes outlined in this Schedule and in the Agreement, and always subject to the confidentiality and data protection terms herein and in the Agreement.

4.3 If Client has performed a security review or test of the Forsta Plus Software or Forsta Plus SaaS, Client hereby acknowledges that such review or test may not be fully applicable to the Text Analytics Offering. The operational and security standards for the Text Analytics Service are those documented in Forsta's applicable security documentation.

## 5. PRICING

5.1 The pricing for use of the Text Analytics Offering will be set out in an Sales Order, SOW or other document agreed in writing between the Parties.

5.2 Access to or use of the Text Analytics Offering is contingent upon certain implementation and customization services (the "I&C Services") being delivered by Forsta. I&C Services are aimed at adapting the Text Analytics Offering to adequately interpret Data in Client's specified areas of business operations by means of specifically tuned language interpretation algorithms (also referred to as "Categorization Models", which are created and maintained using Model Builder). Specifications and costs for I&C Services are to be outlined in a Sales Order or in a SOW.

5.3 The default language supported by the Text Analytics Offering is English. Other languages would have to be specifically agreed to in a SOW, and may require additional fees to be mutually agreed.

5.4 If at any time throughout the Term Client requests the Text Analytics Offering to be adapted to reflect additional or adjusted requirements or new Categorization Models, additional I&C Services may be required for purposes of e.g. tuning the underlying language interpretation model. In this case, the Parties shall agree to such additional I&C Services in writing via a Sales Order or SOW.

5.5 The term "Verbatim" means an unstructured set of data (data that lacks organization or precision or where its relationship with other data is difficult to ascertain or categorize). Client's attention is drawn to the AUP which governs the size and volume of Verbatim. The term "Output" means the sentiment, categorization or any other data added by the Text Analytics Software as a result of processing the Verbatim.

5.6 Charges for Verbatim as outlined in the applicable Sales Order or SOW apply for each and every data record sent to the Text Analytics Offering for analysis for the first time. In the case of survey data, the charge will apply regardless of whether the survey interview is completed, screened or otherwise interrupted. Reruns of Verbatim for purposes of reprocessing so as to obtain new results do not attract an additional charge, unless it is a year or more after the Verbatim were initially analyzed.

5.7 The Parties shall agree in writing, on a Forsta Plus Unit to Verbatim ratio, such that the quantity of Verbatim used, will be used to calculate the quantity of Forsta Plus Units to be removed from Client's account holding. The terms of the Agreement apply in relation to consumption of Units.

5.8 Forsta Plus Units expire after the shorter of (i) twelve (12) months of the date of purchase ("Form Term First Date") as set forth in the applicable Sales Order; or (ii) the end of the current license term of the Agreement. Unused Forsta Plus Units will not be credited nor carried over to subsequent renewals.

5.9 As and if additional features of the Text Analytics Offering 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.

## 6. SERVICE LEVEL AGREEMENT

6.1 The Service Level Agreement (if any) included in the Agreement shall not apply to the Text Analytics Service, and shall be replaced in full by the following:

6.1.1 Back-Ups: Forsta will perform backups of database schemas and data tables stored on the Text Analytics Service on a daily basis.

6.1.2 Maintenance Notifications: Forsta shall make reasonable endeavors to provide advanced notification to Designated Users via Model Builder or by e-mail.

6.1.3 Outage Notifications: In the event of (i) substantial deterioration of service impacting the Text Analytics Service; or (ii) service unavailability of the Text Analytics Service; Forsta shall, assuming the access to the Forsta Plus SaaS is preserved, post notification via a news item in the Forsta Plus SaaS.

6.1.4 Service Availability: Forsta shall make reasonable efforts to ensure that the Text Analytics Service is available for Client's use during normal business hours. Forsta however makes no guarantees as to uptime or service levels for the Text Analytics Service.

## 7. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

7.1 Client recognizes, acknowledges, and agrees that the Text Analytics Software and the Forsta IP (as defined below) are valuable assets of Forsta and the parties from which Forsta derives its rights to the

Genius Text Analytics Offering and to the Forsta IP (such parties referred as the "Owners"), developed by the expenditure of considerable work, time and money, and Client acknowledges that it has no proprietary interest therein. The Owners hold all IPR relating to the Genius Text Analytics Offering and all modifications thereto.

- 7.2 Client holds all IPR relating to Output and to any Categorization Models which it supplies (jointly, "Client IP"), which are hereby included in the definition (if any) of Client Materials (or similar definition) in the Agreement. Forsta holds all IPR relating to any Categorization Models which it supplies together with any ideas, concepts, templates, methodologies, know-how or other intellectual property conceived, developed, or reduced to practice by Forsta prior to, in connection with, or after the performance of any services related to the subject matter hereunder ("Forsta IP"). Forsta holds all IPR relating to the elements of any Categorization Models which are developed by it and which is specifically paid for by Client ("Joint Use IP"). Forsta hereby grants Client a perpetual royalty free worldwide license to use the Joint Use IP for its own internal purposes.
- 7.3 Forsta has no proprietary interest in the Client IP and Forsta shall make no claim to either the title to, or IPR in, the Client IP.
- 7.4 Forsta shall be entitled to use any of the Forsta IP and Joint Use IP in connection with its performance of services for other parties, so long as Forsta does not disclose, disseminate or make unauthorized use of Client's IP.
- 7.5 Forsta is not prohibited by any provisions herein or otherwise, from independently creating Categorization Models that are similar to the Categorization Models developed for Client, provided that Forsta shall not use or disclose any Client Confidential Information or Categorization Models, or infringe any of Client IPR in the course of such work.
8. WARRANTIES, LIMITATIONS OF LIABILITIES
  - 8.1 For the purpose of the Text Analytics Offering, the Limited Warranty set forth in the relevant section of the master services agreement shall be amended so that Forsta warrants that the services performed under this Schedule shall be performed in a high-quality manner consistent with industry standard procedures.
  - 8.2 Client agrees and understands that, notwithstanding anything to the contrary in the Agreement, Schedules, Sales Orders or SOWs, Categorization Models 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.
  - 8.3 As it pertains to Client's licensing and use of Text Analytics Offering, and notwithstanding anything to the contrary in the Agreement, Client agrees that Forsta's sole liability and Client's sole remedy for any failure of the proper functioning of Text Analytics Offering shall be (a) based on the Limited Warranty, and (b) solely in relation to any compensation or other payments Forsta is legally obliged to pay, to a maximum aggregate liability equivalent to 125% of the specific Text Analytics Offering license fees paid by Client over the preceding twelve (12) months.