

# **OPEN DIALER API SCHEDULE**

This Open Dialer API 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 Open Dialer API 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. Custom linking requires the licensing of the Open Dialer API, as defined below. This Schedule covers the terms and conditions which apply if Client wishes to use the Open Dialer API with the CATI Software. 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.
- 1.2 Where any Order Form related to the Agreement includes line items with Open Dialer API, then the terms of this 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 "**Open Dialer API**": a proprietary software component developed by Forsta which is designed to enable the software controlling a Dialer 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. Forsta strongly recommends that Client commissions and sets-up the Dialer with assistance from the manufacturer.
- 3.4. 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.

## **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. Client is required to obtain a maintenance contract with the Dialer supplier in order to minimize any downtime.
- 4.2 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 or the connection to the interviewers (unless it fails to perform in accordance with the Documentation).

## **5. LICENCE TO USE AND TERM OF LICENCE**

- 5.1. Subject to the terms and conditions of the Agreement, Forsta shall grant Client a non-exclusive, non-transferable and time-limited license to use the Open Dialer API which may be listed in any Order Form related to the Agreement.
- 5.2. Client is responsible for ensuring that the Open Dialer API 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 Open Dialer API Licensed Materials save for staff of the Dialer manufacturer engaged in the Dialer installation who shall be deemed to be Contractors of Client.
- 5.3. Notwithstanding anything in the Agreement, the license to use Open Dialer API is personal to Client and the Open Dialer API may not be used by any other party save for any party authorized to use the CATI Software.
- 5.4. The Open Dialer API shall be made available to Client via download from Forsta's Extranet, or as otherwise proscribed by Forsta.

## **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 Open Dialer API 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 Open Dialer API 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 Open Dialer API to the number of seats or other limitations specified in the relevant Order Form.
  - 7.1.3. Client shall promptly upgrade the Open Dialer API 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 Open Dialer API.

## **8. SUPPORT**

- 8.1. Subject to the other Sections in this Article 8, the process for Client to obtain Forsta's support for Open Dialer API shall follow the procedures and terms laid out in the Agreement and relating to the Software.
- 8.2. The successful use by Client of Open Dialer API 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. 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.
- 8.4. 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 Open Dialer API, 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 Open Dialer API 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 Open Dialer API 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 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.
- 9.3 In respect of the Open Dialer API, 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 an 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.