

## PHEBI SERVICE FOR SAAS SCHEDULE

This Phebi Service for SaaS Schedule ("**Schedule**") below is a part of and subject to the master services agreement, however named, (the "**Agreement**") between the Forsta entity ("**Forsta**") and client ("**Client**") (individually, a "**Party**", collectively, the "**Parties**") referenced in the applicable Sales Order, Order Document, or other commercial agreement ("**Sales Order**").

The Parties agree as follows:

Capitalized terms in this Schedule shall have the same meaning set out in the Agreement unless otherwise stated elsewhere herein. Except as modified herein, the terms of the Agreement remain unchanged and in full force and effect. 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" (the "**Software**", formerly known as "Horizons" or "Confirmit Professional") delivered for access to Client via Forsta's multitenant SaaS hosted environment ("**Forsta Plus SaaS**").
- 1.2. Forsta offers, as an Add-On to Forsta Plus SaaS, the "**Phebi Software**", a software program which as of the Effective Date provides features for collecting and analyzing survey responses obtained via recorded and real-time audio.
- 1.3. Client wishes to obtain licenses to access and use the Phebi Software provided via the Phebi software as a service offering (the "**Phebi SaaS**"), where the Phebi Software and the Phebi SaaS are collectively referred to herein as "Phebi Service". The specific services to be provided by Forsta in connection with the Phebi Service will be reflected in the applicable Order Form, statement of work ("**SOW**"), or in a combination thereof.
- 1.4. Where any Order Form or SOW subject to the terms of the Agreement includes references to "Phebi", the terms "Service", "Software" and "Documentation" in the Agreement shall be extended to include the "Phebi SaaS", the "Phebi Software", and the "Phebi Documentation", respectively, provided however that where the provisions of this Schedule, or the applicable Order Form or SOW, relating specifically to the Phebi SaaS, the Phebi Software, or the Phebi Documentation differ from or conflict with the provisions of the Agreement, relating to the Service or Software, or Documentation, the provisions of this Schedule, the applicable Order Form and SOW shall control. For purposes of clarification, and subject to the provisions of this Section 1.4, the term "Forsta Materials" in the Agreement shall be extended to include "Phebi Software", "Phebi Service" and "Phebi Documentation". "**Phebi Documentation**" means the instructions for use (whether in print or electronic form) that relate to the use of the Phebi Software or Phebi Service, which describe the functionality, components, features, or requirements of the Phebi Software or Phebi Service, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof, and which are provided by Forsta to Client (as may be revised from time to time).
- 1.5. The terms and conditions herein are supplementary to the terms of the Agreement and are designed to address the fact that the Phebi Service (i) is subject to different pricing, Acceptable Usage Policy ("**AUP**"), Service Level Agreement ("**SLA**"), maintenance, Support, Service Enhancements, and security than Forsta Plus SaaS, as further detailed herein; and (ii) is made available via a different hosting infrastructure (including cloud) than the one on which Forsta Plus SaaS is operated.
- 1.6. Any terms and conditions in this Schedule shall apply in relation to the Phebi Service only.
- 1.7. To the extent the documents available from URLs included in this Schedule include defined terms, such defined terms shall apply solely in relation to those specific documents. To the extent those same documents include capitalized terms that are not defined therein, or herein, the Parties agree that a reasonable interpretation shall be made thereof taking into account the nature of the Phebi Service and the context in which the Phebi Service is offered and used. To the extent that the definitions used therein conflict with the definitions set forth in this Schedule, the definitions set forth in this Schedule shall control.
- 1.8. The URLs included in this Schedule and pointing to phebi.ai domains may be substituted with other URLs upon Forsta providing written information thereof to Designated Users.
- 1.9. Any reference to the "Agreement" herein shall include Schedules, Addenda, Order Forms, SOWs, and any other documents executed between the Parties and making reference to the Agreement
- 1.10. Client agrees and understands that it will have to hold a valid license for the applicable Software to be able to utilize the responses to the Phebi Service and that nothing in this Schedule shall be interpreted to grant Client any rights to access or use the Software, Service or Documentation beyond the Term.

### 2. FRAMEWORK

- 2.1. The terms and conditions herein are supplementary to the terms of the Agreement and are designed to address the fact that the Phebi Service different in nature to the Forsta SaaS Service. Any terms and conditions in this Schedule shall apply in relation to the Phebi Service only, notwithstanding anything to the contrary elsewhere in the Agreement.

- 2.2. In respect of Phebi Service, and in the event of conflict or inconsistency between: (i) the terms in this Schedule or other documents that are expressly incorporated into this Schedule, on the one part, or (ii) terms elsewhere in the Agreement on the other, then the terms in this Schedule shall govern except when the other terms directly state that they supersede the terms in this Schedule.

### **3. LICENSE TO USE**

- 3.1. Subject to the terms and conditions of this Schedule, and subject to a valid Order Form setting forth Client's license to use the Phebi Service, Forsta grants Client a revocable, non-exclusive, non-transferable, time-limited right to access and use the Phebi Service to be used in conjunction with the Software and as set forth in this Schedule. For clarity, no license is being granted to any Software under this Schedule, and access to the Software is subject to executed agreements separate from this Agreement.
- 3.2. Client understands that, as of the Effective Date, the Phebi Service is separate from the Forsta Plus SaaS and that access thereto necessitates separate log-ins. Forsta may at its reasonable discretion, upon informing the Designated Users, embed the Phebi Software into the Software, and change the access method to be via the Forsta Plus SaaS.
- 3.3. Subject to the remaining provisions of this Section 3.3, the provisions of Article 4 and Article 6 of the Agreement shall fully apply to the Phebi Service.

### **4. PERMITTED USE OF THE PHEBI MATERIALS**

- 4.1. Subject to the provisions of this Schedule to the contrary, any use restrictions stated in the Agreement shall fully apply to the Phebi Service, subject however to the adjustments for specific functionality of the Phebi Software, described in the Phebi Documentation. For purposes of clarification and not of limitation, any restrictions on use and copying of Documentation in the Agreement and the prohibition relating to resell or sublicense of the Forsta Materials shall fully apply to the Phebi Service.
- 4.2. Client shall, and shall ensure that all users, use the Phebi Service, as described in the Agreement (including this Schedule), in the Phebi Documentation or in the applicable SOW.

### **5. DATA PROTECTION AND SECURITY STANDARDS**

- 5.1. 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 use, copy, modify, manipulate, distribute, share, process and analyse any Client Materials being provided by or on behalf of Client for processing via the Phebi Service, and for Forsta to process such data in accordance with the terms of the Agreement and this Schedule. As mentioned in the preceding sentence, the term Client Materials shall mean: (a) any surveys, questionnaires, reports, e-mail addresses, information, content, images, files, data including Personal Data, or other materials created in, collected into, inputted to, or imported into the Phebi Service by or on behalf of Client; (b) any materials in any format or medium whatsoever furnished to Forsta by or on behalf of Client under this Agreement; or (c) any application Client builds to interact or interface with the Phebi Software, e.g. through the APIs. For the purpose of this definition, any reference to Client shall include any Client Affiliate and any Contractor working on Client's and Client Affiliate's behalf.
- 5.2. As it pertains to any terms and conditions relating to security and data protection agreed to between the Parties as part of the Agreement, Client acknowledges and agrees that, notwithstanding anything to the contrary in the Agreement or in any other signed writing between the Parties, as of the Effective Date (i) the Personal Data to be processed via the Phebi Service will be processed and hosted on servers (including cloud servers) other than those used for the Forsta Plus SaaS; (ii) such servers may be managed by third-party suppliers other than those used for the Forsta Plus SaaS, provided however that Forsta remains responsible for the acts and omissions of such providers in relation to the Phebi Service; (iii) the location of the Phebi Service shall be agreed in writing between the Parties at Effective Date, and selected amongst those offered by Forsta at such time (iv) Client accepts that the location of the Phebi Service may be different than the one of the Forsta Plus SaaS; (v) Forsta employees, employees of each Forsta's Affiliates, Forsta's contractors and third-party suppliers are hereby permitted by Client to process Client Personal Data provided that such processing shall be restricted to the purposes outlined in this Schedule and in the Agreement, and always subject to confidentiality, data protection and security standards comparable in scope with those set forth herein. Where processing of Personal Data by Forsta Affiliates takes place outside of the European Economic Area ("EEA"), such Affiliates shall have entered into between themselves the European Union Standard Contractual Clauses ("SCCs") in accordance with the EU General data Protection Regulation ("GDPR") article 46 (2) c. Upon Client's request, Forsta shall provide a copy of the signed agreements to Client; and (vii) to the extent Client's Personal Data originating from data subjects within the EEA is being processed by subprocessors of Forsta outside of the EEA, Forsta, as applicable, shall have (x) assessed that such international data transfers are permitted under the GDPR, such as in accordance with the EU Commission's adequacy decisions or other approved transfer models, or (y) have entered into SCCs with such subprocessors, in accordance with the GDPR.
- 5.3. If Client has performed security reviews or tests of the Software or Forsta Plus SaaS, or has audited or reviewed Forsta's operations, or has obtained security reports or audit reports related to Forsta, the Software or Forsta Plus SaaS (the foregoing jointly referred to as the "**Reports**"), Client hereby acknowledges that the Reports may not be applicable to the Phebi Service.

## 6. PRICING AND FEES

- 6.1. The pricing applicable to the use of the Phebi Service, as well as any implementation services, training and other consulting services, shall be set out in an Order Form, SOW or other ordering document agreed to and signed by the Parties. For the avoidance of doubts, provisions of Articles 2 through 5 of Schedule 2 of the Agreement shall equally apply to the Phebi Service.
- 6.2. The term "Access and Use Fees" in this Schedule shall mean any amount paid from the Client to Forsta in exchange for the Services specified in in the Agreement. Access and Use Fees shall apply to the amount payable for the Phebi Service.
- 6.3. Any use of the term "Additional Services" in the Agreement shall apply to any contracted implementation services, training and other consulting services in relation to the Phebi Service.
- 6.4. As and if additional modules of the Phebi Software are developed and brought to market beyond those included in the Phebi Software as of the Effective Date, such modules shall be considered as Add-Ons as defined in the Agreement.

## 7. WARRANTIES

- 7.1. The Limited Warranty set forth the Agreement is, in respect to Phebi Service covered by this Schedule, deleted in full and replaced by the following: Forsta warrants that (a) Phebi Software and Phebi Service will perform during the Term substantially in accordance with the specifications set forth in the applicable Phebi Documentation at any time; (b) any Additional Services provided under this Agreement will be performed using Personnel of required skill, experience and qualifications and in a professional and workmanlike manner, in accordance with generally accepted industry practices and performance standards; and (c) the Phebi Software or Phebi Service shall not cause or occasion the introduction of malicious code to Client provided that Forsta shall not be liable in circumstances where: (x) Client, Client's Affiliates or Contractors introduce or contribute to the introduction of Malicious Code into the Phebi Service; or (y) the introduction of Malicious Code could not have been prevented notwithstanding Forsta's or its subcontractors' timely deployment of industry standard anti-virus software, such as in the instance of zero day vulnerabilities ("**The Limited Warranty**"). In the event of a breach of the Limited Warranty, Client's and Client Affiliates' sole remedy and Forsta's sole obligation is that Forsta shall make commercially reasonable efforts to restore the Phebi Service to the contracted level; provided Forsta receives written notice from Client, invoking the breach of the Limited Warranty, as provided in the Agreement. If Forsta is unable to restore the Phebi Service within a reasonable time or at a reasonable cost, either Forsta or Client may terminate the Agreement in writing, and in such case Forsta will refund a pro rata share of the unused portion of the Access and Use Fees Client has pre-paid to Forsta under the Agreement and with no continuing obligation for the fees owed thereafter in the event of a multi-year Term. The foregoing Limited Warranty does not apply to the extent that the Phebi Software or Phebi Service has been modified by persons other than Forsta's Personnel.
- 7.2. The Limited Warranty stated in the Agreement shall be equally applicable to Phebi Service.
- 7.3. In addition to any representations and warranties on behalf of Client contained in the Agreement, Client represents and warrants that (a) Client is authorized, and has the right and license, to provide the Non-Phebi Applications (hereinafter defined) and Client Materials to Forsta, its Affiliates and third-party suppliers in accordance with the terms of this Agreement; (b) in connection with Forsta's provision of Phebi Software and Phebi Service under the Agreement, Forsta, its Affiliates and third-party suppliers are authorized to access and use such Client Materials and Non-Phebi Applications consistent with the terms of this Schedule and the Agreement.

## 8. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

- 8.1. For the purpose of this Schedule, any terms regarding ownership and intellectual property rights detailed in the Agreement shall be equally applicable to Phebi Service.
- 8.2. Client acknowledges that Phebi Service utilizes (a) the Phebi name, the Phebi logo, the Phebi domain name, the product and service names associated with the Phebi Software and Phebi Service, and other trademarks and service marks; (b) certain audio and visual information, documents, software and other works of authorship; and (c) Phebi Technology. "Phebi Technology" means other technology, software, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information used or deployed in connection with the Phebi Software or Phebi Service.
- 8.3. Client shall not and will ensure that its Affiliates and Contractors shall not, remove, obscure, suppress, or modify any proprietary marking, including any trademark or copyright notice, logo, or branding, appearing in the Phebi Software, Phebi Service and Phebi Documentation, and shall incorporate all such proprietary markings in any copy of the Phebi Documentation which the Client or any Client's Affiliates make in accordance with this Agreement. The restrictions in this Section 8.3 shall not apply to changes Client is allowed to make as set forth in the Phebi Documentation.
- 8.4. The Client shall grant to Owners a worldwide, perpetual, irrevocable, royalty-free, fully-paid-up license to use and incorporate into the Phebi Software, Phebi Service, and Phebi Technology any suggestion, enhancement request, recommendation, form design, correction, or other feedback provided by the Client provided that any such suggestion, enhancement request, recommendation, form design, correction, or other feedback do not contain any Confidential Information of Client.

- 8.5. Client and its Affiliates shall promptly notify Forsta if Client or its Affiliates become aware of unauthorized access to, use of, or copying of the Forsta Materials or any other breach or violation of any of the terms of the Agreement, including the terms of this Schedule.

#### **9. LIMITATION OF LIABILITY**

- 9.1. For the purpose of this Schedule, limitations of liability addressed in the Agreement shall be equally applicable to the Phebi Service; provided however that as it pertains to Client's licensing and use of Phebi Service, 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 Phebi Service shall be (a) based on the Limited Warranty (set forth in Section 7.1 of this Schedule), and (b) the aggregate liability of the breaching party set forth in the Agreement shall not exceed 100% of the of the total amount invoiced by Forsta to Client with respect to Phebi Service only during the twelve (12) month period, preceding the event giving rise to the claim, excluding sales tax.
- 9.2. Where the Phebi Service involve potential respondents being contacted or making contact, Client accepts that it is beyond the control of Forsta as to whether they choose to respond and that Forsta cannot be held responsible for any failure to reach any given level of responses.
- 9.3. The remaining provisions of Article 12 of the Agreement shall remain in full force with respect to Phebi Service.

#### **10. INDEMNIFICATION**

- 10.1. For the purpose of this Schedule, Indemnification obligations of the Agreement shall be equally applicable to Phebi Service.

#### **11. TERM AND TERMINATION. CLIENT MATERIALS PORTABILITY AND DELETION.**

- 11.1. The period for which Forsta shall provide the Phebi Service will be set out in the applicable Order Form. Unless otherwise stated in the Order Form, and notwithstanding anything to the contrary in the Agreement, prices for Phebi Service will not automatically renew and need to be mutually agreed.
- 11.2. For sake of clarity, the termination rights of the Agreement ("Termination Rights") also apply to this Schedule. Furthermore, termination of the Agreement shall automatically terminate this Schedule unless the Parties agree otherwise in writing.
- 11.3. With respect to Phebi Service, Forsta will retain Client Materials for at least 60 days following the termination of the Phebi Service licensing term, or termination of the Agreement, as applicable ("**Retention Period**"). Upon Client's request, if made during the Retention Period, Forsta will make the Client Materials available to Client in a mutually agreed upon format. Following the Retention Period, Forsta will have no obligation to maintain or provide any Client Materials, and Forsta reserves the right to delete or destroy all copies of Client Materials in its possession, unless legally prohibited.

#### **12. SERVICE LEVEL AGREEMENT**

- 12.1. The Service Level Agreement (if any) included in the Agreement shall not apply to the Phebi Service, and shall be replaced in full by the following: Forsta shall use commercially reasonable efforts to make the Phebi Service generally available 24 hours a day, seven days a week, but excluding: (a) any planned downtime (of which Forsta will give at least 48 hours' notice); (b) downtime caused by circumstances beyond Forsta's reasonable control, including for example, Force Majeure events; (c) issues due to Client's breach of the terms of the Agreement (including the terms of this Schedule), or violation by a Client of any applicable law; or (d) exclusions to The Limited Warranty specified in the Agreement.

#### **13. SUPPORT AND MAINTENANCE. UPDATES AND UPGRADES.**

- 13.1. "**Standard Support**" means explanation and guidance, provided through email or chat, solely in relation to Client's use of the Phebi Software or Phebi Service. Standard Support is provided during normal business hours (Monday through Friday, 8 AM – 5 PM Eastern Time). Standard Support does not include on-site support, unless otherwise agreed in a separate SOW, which will include reimbursement for Forsta's reasonable out-of-pocket expenses for all on-site support. Assistance outside of Standard Support, including material telephone and any on-site support spent on issues that are not included in Standard Support, or where such a request is more by way of consultancy services, may at Forsta's sole discretion be considered an Additional Service and will then after Client has been informed by Forsta thereof be subject to Forsta's standard rates for the Additional Services or as specified in an Order Form or SOW. Notwithstanding anything in this Schedule, or the Agreement to the contrary, in no event shall Forsta have any support or other obligation hereunder for errors resulting from (a) gross negligence of the Client; (b) wilful misuse by a Client of the Phebi Software or Phebi Service, (c) Force Majeure events, including without limitation the unavailability of, or latencies attributable to, the Internet or other public telecommunications infrastructure, or (d) use of the Phebi Software or Phebi Service in a manner not specified in the appropriate Phebi Documentation.
- 13.2. Forsta will make available to Client, as part of the Phebi Service, at no additional charge, any Update to the Phebi Software when it makes such Update generally available to other clients. Upgrades may be made available to Client for an additional cost. "**Update**" means any update, bug fixes, patches, maintenance releases, or other error corrections to the Phebi Software or Phebi Service that third-party supplier of Phebi Service commercially releases to its customers generally during the Term of the Agreement and is not an Upgrade. "**Upgrade**" means any new version or major release of the Phebi Software or Phebi Service that adds functionality, features or other enhancements or improvements and is not generally released to customers

without payment of additional fees.

**14. USE OF NON-PHEBI PRODUCTS AND SERVICES.**

- 14.1. **"Non-Phebi Application"** means a web-based, mobile, offline or other software application functionality that is provided by a Client, or a third party and interoperates with the Phebi Software or Phebi Service. Forsta or third parties may make third-party products or services available to Client, including, but not limited to, Non-Phebi Applications, implementation services and other consulting services. Client's license, purchase or use of those products or services, and any exchange of data between Client and any third-party provider or third-party product or service, unless that third-party provider's product is one with which Forsta or third-party managing Phebi Service, has a current, Phebi-approved integration, is solely between Client and the third-party supplier. Phebi does not warrant or support Non-Phebi Applications or other third-party products or services unless expressly provided otherwise herein, in the applicable SOW or Order Form.
- 14.2. If Client chooses to use a Non-Phebi Application with the Phebi Software or Phebi Service, Client hereby grants Forsta and the third-party supplier managing Phebi Service permission to allow the Non-Phebi Application and its supplier to access Client Materials as required for the interoperation of that Non-Phebi Application with the Phebi Software or Phebi Service. Forsta is not responsible for any disclosure, modification or deletion of Client Materials resulting from access by any Non-Phebi Application or its supplier.
- 14.3. The Phebi Software or Phebi Service may contain features designed to interoperate with Non-Phebi Applications. To use those features, Client may be required to obtain access to Non-Phebi Applications from their suppliers and may be required to grant Forsta and the third-party supplier managing Forsta Service access to Client account(s) on the Non-Phebi Applications. Forsta cannot guarantee the continued availability of those features and may cease providing them without entitling Client to any refund, credit, or other compensation.