

## Twilio SMS Schedule

This Twilio SMS 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**").

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, the terms of this Schedule shall prevail and override the Agreement.

### 1. INTRODUCTION

- 1.1. Client wishes to use SMS messaging functionality offered by Forsta, the purpose of which is to either direct the recipient to a survey or to conduct an interactive survey via SMS (jointly referred to herein as "**SMS Services**") and more specifically described in a related Sales Order. SMS messages sent using SMS Services are hereafter referred to as "**SMS Messages**".
- 1.2. Client agrees and understands that it will have to hold a valid license for the applicable Forsta Software to be able to utilize the responses to the SMS Messages and that nothing in this Schedule shall be interpreted to grant Client any rights to access or use the Forsta Software, Service or Documentation beyond the Term.
- 1.3. Security reviews completed by Client of Forsta under the Agreement and relating to the Forsta Software or Services, as well as any security standards and procedures agreed under the Agreement to apply to the Forsta Software or Services, may not apply to use of the SMS Services under this Schedule.

### 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 SMS Services are different in nature to the Service. Any terms and conditions in this Schedule shall apply in relation to the SMS Services only, notwithstanding anything to the contrary elsewhere in the Agreement.
- 2.2. In respect of SMS Services, 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. WARRANTIES

- 3.1. Client represents and warrants to Forsta that the content of any SMS Message or any materials, input or instruction provided to Forsta which are intended to be used in whole or in part by Forsta to perform the SMS Services, will not violate any proprietary rights of any third party, including, without limitation, confidential relationships, patent and copyright rights, and will be provided in accordance with and not violate any applicable laws and regulations.

### 4. LIMITATION OF LIABILITY

- 4.1. Where the SMS Services 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.
- 4.2. Forsta shall not be responsible for the accuracy of any telephone numbers supplied by or on behalf of Client.
- 4.3. Forsta shall not be responsible for any delays caused by telecommunication failure which are beyond its reasonable control.

### 5. SERVICE LEVEL AGREEMENT

- 5.1. The Service Level Agreement (if any) included in the Agreement shall not apply to the SMS Services, and shall be replaced in full by the following: In relation to the SMS Services, Forsta shall promptly investigate any delays in the sending of SMS Messages and shall make reasonable efforts to rectify any such problems.

### 6. INDEMNIFICATION

- 6.1. For the purpose of the provision of the SMS Services, any indemnification obligations in the Agreement shall not apply to the SMS Services, and shall be replaced in full by the following:
  - 6.1.1. Client agrees to indemnify and hold Forsta and its Affiliates, officers and employees, harmless from any claim or demand, including any claim or demand for legal fees, made by any third party due to or arising out of Client's materials, input or instructions to Forsta or its suppliers in connection with the SMS Services, Client's violation of the terms of this Agreement, or Client's

violation of any rights of another including any claim of libel, defamation, violation of rights of privacy or property or other rights, including loss of service by other clients and infringement of intellectual property.

- 6.1.2. Forsta will defend and hold Client and Client Affiliates harmless from, and indemnify Client and Client Affiliates against all Losses suffered or incurred by it or them as a result of, any third party claim that Client's or any Client Affiliates' access to or use of the SMS Service, in accordance with the terms of this Schedule, infringes any IPR subsisting in the United States or any country belonging to the European Economic Area.

## **7. USE OF SMS SERVICES**

- 7.1. Forsta will register Client for use of the SMS Services. Client must provide the full legal name and address of the organisation sending the SMS Messages.
- 7.2. Client agrees and understands that where access is provided to Client for its use of the SMS Services on a self-service basis, such access shall be to servers and infrastructure owned or controlled by a third party, and hosted in a location that may be different than the location hosting the Services.
- 7.3. The restrictions under the heading Prohibited Use in the Acceptable Use Policy document as stated at [Forsta.com/legal](http://Forsta.com/legal) apply equally to use of SMS Services and any breach thereof shall entitle Forsta to disable Client's use of the SMS Services, without refund.

## **8. DATA PROTECTION**

- 8.1. Forsta will use the services of a third-party supplier, which may be, Twilio, Inc., or another supplier depending on the requirements of the Services ("SMS Supplier") for the provision of Client's self-service access to the SMS Services, and for the sending of SMS Messages. Forsta may change the SMS Supplier from time to time provided the quality and overall performance of the SMS Service is not materially compromised thereby.
- 8.2. Forsta shall treat any data it receives from SMS Supplier in accordance with the data protection and confidentiality terms of the Agreement. Client agrees that these measures meet the applicable data protection terms of the Agreement.

## **9. FEES & EXPENSES**

- 9.1. In addition to any software that may be required to use SMS Services, each SMS Message (not survey) sent shall be charged as one or more SMS Units, depending on the country to which it is sent. For charging purposes, SMS Messages may be split into several SMS Units, currently on the basis of whether the first message of a survey exceeds 160 characters and subsequent ones exceed 153 characters. Forsta may change this restriction, if required to do so by the SMS Supplier. The cost of an SMS Unit includes the cost of sending the message charged by the telecommunications network, but not the Forsta Unit for a completed survey.
- 9.2. Client may also be invoiced for rentals of local telephone numbers, cost of calls/sms messages received by such local numbers and any other options available.
- 9.3. If Client fails to pay any invoice when due, Forsta shall be entitled to withdraw from Client's SMS Unit account the number of SMS Units equivalent to the outstanding invoice(s), in addition to any other remedies it may have.
- 9.4. Forsta may charge an increased rate for any overages, subject to Forsta's discretion.

## **10. TERM AND TERMINATION**

- 10.1. The period for which Forsta shall provide the SMS Services will be set out in the applicable Sales Order. Unless otherwise stated in the Sales Order, and notwithstanding anything to the contrary in the Agreement, prices for SMS Services will not automatically renew and need to be mutually agreed.
- 10.2. For clarity, termination of the Agreement shall automatically terminate this Schedule unless the Parties agree otherwise in writing.