

IVR AND SMS SCHEDULE

This IVR and SMS 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 IVR and SMS services. 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 has engaged Forsta to undertake certain works related to Interactive Voice Response and SMS services (both referred to herein as "IVR Services"), more specifically described in an IVR Statement of Work or a related Order Form (jointly referred to herein as the "IVR SOW") attached by reference to this Schedule. Such SOW shall be subject to the terms of this Schedule.
- 1.2. All IVR SOWs executed between the Parties which reference the Agreement are incorporated herein by reference. The resultant product of the IVR Services, being the responses and audio recordings collected from Respondents, is thereafter defined as the "Work Product". Forsta's obligation to provide IVR Services under each IVR SOW is subject to the continued validity of this Schedule.
- 1.3. Client agrees and understands that (i) it may require a valid license for the applicable Forsta Software to be able to utilize the Work Product; and (ii) notwithstanding Client's rights to the Work Product as detailed herein, said Work Product may not function or operate unless being part of the Service, 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.
- 1.4. Security reviews completed by Client of Forsta under the Agreement and relating to the Forsta Professional Software, as well as any security standards and procedures agreed under the Agreement to apply to the Forsta Professional Software, may not apply to use of the IVR 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 IVR Services are different in nature to the Service. Any terms and conditions in this Schedule shall apply in relation to the IVR Services only, notwithstanding anything to the contrary elsewhere in the Agreement.
- 2.2. In respect of IVR Services, and in the event of conflict or inconsistency between: (i) the terms in this Schedule, including any IVR SOW, 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.
- 2.3. To the extent that an IVR SOW includes the use of the Service, then such use of the Service shall be covered by the terms of the Agreement and the applicable Order Form relating to the Service, and not by this Schedule.
- 2.4. Client shall use commercially reasonable efforts to provide Forsta on a need-to-know basis and subject to the terms of confidentiality in the Agreement, with the permission for Forsta to access and use Client's information, internal resources and facilities, including but not limited to equipment, software, passwords, network access, and disk space to the extent necessary for Forsta's performance of the IVR Services.

3. WARRANTIES

- 3.1. Forsta warrants that the IVR Services performed under this Schedule shall be performed in a high-quality manner consistent with industry standard procedures.
- 3.2. Client represents and warrants to Forsta that any materials, input or instruction provided to Forsta under this Schedule which are intended to be used in whole or in part by Forsta to perform the IVR 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.
- 3.3. In the event of a breach of the warranty under Section 3.1 of this Schedule, Client's sole remedy and Forsta's sole obligation is that Forsta shall utilize its best efforts to restore the Work Product to the contracted level. If either party concludes that Forsta is unable to restore the Work Product within a reasonable time or at a reasonable cost, either party may terminate this Schedule and any IVR SOW hereunder, and in such case Forsta will as a sole remedy promptly refund to Client any and all payments made to Forsta for such non-conforming Work Product under the applicable IVR SOW, with the exception of already incurred expenses, for which Client shall remain fully responsible.

3.4. As a condition for invoking the Warranty in this Schedule, Client must give Forsta written notice, in accordance with the Agreement, of the failure, error or malfunction Client complains of as soon as it comes to Client's attention. In the event Client was to invoke its termination rights under Section 3.3 above, Client will allow Forsta fifteen business (15) days, after Forsta's receipt of the written notice, to cure the breach.

4. LIMITATION OF LIABILITY

4.1. In respect of the provision of the IVR Services, the aggregate liability of the breaching party set forth in the Agreement ("Limitation of Liability") shall not exceed 125% of the of the total amount paid to Forsta by Client during the preceding twelve months only in relation to the work performed by Forsta or on its behalf for the specific IVR SOW being the cause of the breach plus, in the event Client is the breaching party, any sums due and outstanding to Forsta in relation to that specific IVR SOW at the time of the damages award.

4.2. Where the IVR 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.

4.3. Forsta shall not be responsible for the accuracy of any telephone numbers supplied by or on behalf of Client.

4.4. 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 IVR Services, and shall be replaced in full by the following: In relation to the IVR Services, Forsta shall remain responsible for performing backups substantially in accordance with the Agreement.

6. INDEMNIFICATION

6.1. For the purpose of the provision of the IVR Services, the indemnification obligations listed in the Agreement ("Indemnification") shall not apply to the IVR 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 IVR 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 Work Product, 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.

6.1.3. The indemnification obligations contained in this Article 6 are subject to the party requesting indemnification (the "Indemnified Party"):

6.1.3.1. promptly notifying the other party (the "Indemnifying Party") of any claim or litigation that is subject to such indemnification obligation;

6.1.3.2. not making any admission or statement or taking any action that will cause an increase to the Indemnified Party's liability; and

6.1.3.3. permitting the Indemnifying Party, at its election, to control the defense or settlement of any such claim or litigation, provided always that no settlement may be made by Indemnifying Party that involves an admission of liability on the part of the Indemnified Party without such Indemnified Party's prior written consent, which shall not be unreasonably withheld or delayed. The Indemnified Party shall have the right, at its own expense, to participate in the defense of any such claim or litigation through counsel of its own choosing and shall in any event cooperate reasonably with the Indemnifying Party in the defense of such claim or litigation.

7. OWNERSHIP OF WORK PRODUCT

7.1. Forsta shall make no claim to either the title to or intellectual property rights to any data or other input provided by Client, nor to the Work Product.

7.2. Client shall make no claim to either the title to or intellectual property rights to any methodology, procedures, software or other means used to create the Work Product.

7.3. The Work Product may include any software, intellectual property, services, materials or other technology which are owned or controlled by a third party ("Third Party Technology"). Client shall make no claim to the IPR thereof and Client's sole and only rights in respect of Third Party Technology are limited to the rights of use as defined in this Schedule and in the Agreement.

- 7.4. Forsta is not prohibited by any provision of this Schedule or any IVR SOW hereunder, from creating work products for any other clients that are similar to Work Product created for Client, provided that Forsta does not use or disclose any of Client's Confidential Information as defined in the Agreement ("Confidential Information") or infringe any of Client's intellectual property rights in the course of such work.
8. DATA PROTECTION
- 8.1. Forsta will use the services of a third-party supplier for the provision of telephone based data collection. Forsta may change the third-party supplier from time to time provided the quality and performance of the IVR Service is not materially compromised thereby. Any such change will be communicated to Client in advance.
9. FEES & EXPENSES
- 9.1. The fees and expenses are set out in the applicable IVR SOW. Unless specifically stated otherwise in the IVR SOW, call costs and rentals of phone numbers are always charged in addition to any fees quoted.
- 9.2. Notwithstanding anything to the contrary in the Agreement or otherwise, undisputed invoices related to telephony costs are payable no later than 14 days from receipt of invoice. Prompt payment by Client of the telephony charges shall be of the essence. In the event of any dispute over such charges, Client shall promptly pay the undisputed portion, or if it is not practical to identify the undisputed portion, then a round sum plus VAT which would reasonably represent the undisputed portion.
- 9.3. Other invoices are payable no later than thirty (30) days from receipt of invoice.
- 9.4. If Client fails to pay any invoice when due, Forsta shall be entitled to late charges at the rate of ten percent (10%) per annum of the unpaid balance from the date the invoice originally became due. Imposition of late charges shall be without prejudice to Forsta's right to seek other remedies.
- 9.5. Forsta reserves the right to invoice the telephony related costs separately. Forsta may choose to invoice non telephony related charges either by way of a separate invoice, or combined with any invoice to be raised under the Agreement.
- 9.6. Unless specifically specified otherwise in the IVR SOW, any price which includes telecommunications charges is only valid for one month and is subject to change.
- 9.7. For clarity, an IVR unit does not include a Forsta Unit, which will also be required to process the response.
10. TERM AND TERMINATION
- 10.1. The period for which Forsta shall provide the IVR Services will be set out in the IVR SOW. Unless otherwise stated in the IVR SOW, and notwithstanding anything to the contrary in the Agreement, neither the period for providing the IVR Services nor any prices will automatically renew. Any Term Extension will have to be agreed between the Parties in writing before the last day of the then current licensing period. Notwithstanding anything to the contrary in this Schedule, the IVR SOW or the Agreement, Forsta reserves the right to modify the pricing of the IVR Services upon 3 months' written notice to take effect at the next yearly anniversary of the commencement of the term of the IVR Services.
- 10.2. Following termination of any IVR SOW under this Schedule or this Agreement, Forsta may delete all data relating to such IVR SOW. It is Client's responsibility to ensure that it has downloaded any data which it wishes to retain. Client is able to download its own data from the Service but is reminded that audio files are held on a separate server and need to be downloaded from there.