

MOBILE APP SOFTWARE DEVELOPMENT KIT SCHEDULE

This Mobile App Software Development Kit Schedule (this "**Schedule**") is part of and subject to the master services agreement, however named, ("**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**"). This Schedule governs the use of the mobile app software development kit 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.

DIGITAL FEEDBACK MOBILE SDK

1.THE MOBILE APP SDK

- 1.1 Client is licensed under the Agreement to use Forsta's proprietary software package Forsta Plus (the "**Software**") which Client accesses via Forsta's multitenant SaaS hosted environment (the "**SaaS Service**") or via an on-premise installation.
- 1.2 Client wishes to obtain licenses to access and use the Mobile Software Development Kit ("**Mobile SDK**").
- 1.3 Client understands and agrees that any use of the Mobile SDK shall be subject to the terms of this Schedule and the relevant terms of the Agreement.

2.DEFINITIONS

As used in this Agreement, these terms shall have the following meaning:

"**Application**" means a software program which Client procures or produces, and in conjunction with which the Mobile SDK is utilized. The Application shall be for specific use in interoperation with the Software. Client shall remain fully responsible for bug fixes, updates, upgrades, modifications, enhancements, supplements to, revisions, new releases and new versions of such Application.

"**Client API Key**" means a unique identifier and key combination to authorize the Application to interoperate with the Software.

"**Fees**" means the recurring fees Client shall pay to Forsta as set forth in the applicable Order Form.

"**Mobile SDK**" (Software Development Kit) means the software provided by Forsta for use by Client in connection with Applications which are intended to interoperate with the Software and includes any updates that may be provided pursuant to this Schedule. The mobile SDK will be provided in programming language(s) at Forsta's discretion.

"**Rate Limits**" means, in relation to the SaaS Service, thresholds used by Forsta to control the rate of traffic between Applications and the SaaS Service. Traffic that is less than or equal to the specified threshold is accepted, whereas traffic that exceeds the threshold may be dropped or delayed at Forsta's sole discretion. Rate Limits may be enforced in the

form of an acceptable use policy, or by means of thresholds coded into the Software and automatically managing

traffic. Applicable Rate Limits levels at any time shall be available to Client on the Forsta Extranet.

"**SDK Documentation**" means the documentation provided by Forsta in relation to the Mobile SDK.

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 Mobile SDK, Forsta grants Client a non-exclusive, non-transferable, and time-limited license to install and use the Mobile SDK 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 will be solely responsible for all costs in connection with Client's (i) use of the Mobile SDK, (ii) Application development and distribution, and (iii) network and internet service(s).
- 3.3 The Mobile SDK may be changed by Forsta at any time and SDK Documentation shall be updated contemporaneously.
- 3.4 CLIENT HEREBY CONFIRMS, UNDERSTANDS AND ACCEPTS THAT CHANGES APPLIED BY FORSTA TO THE MOBILE SDK AS SET FORTH IN SECTION 3.3 ABOVE, MAY CAUSE APPLICATIONS TO CHANGE BEHAVIOUR OR STOP WORKING WHEN CLIENT UPGRADES THE APPLICATION BY USING A NEWER VERSION OF THE MOBILE SDK. CLIENT HEREBY EXPLICITLY UNDERTAKES TO ENSURE THAT APPLICATIONS ARE TESTED AND WHERE NECESSARY UPDATED AT CLIENT'S SOLE COST PRIOR TO ANY SUCH UPGRADES.

4.DELIVERY AND INSTALLATION OF THE MOBILE SDK

- 4.1 Access to the Mobile SDK shall be provided to Client via public dependency management sites, which as of the effective date of this Schedule are Maven and CocoaPods.
- 4.2 Subject to Forsta's availability of resources, and upon request and payment by Client of applicable fees, Forsta shall make Forsta's consultants available for the training and other assistance of Client in the use of the Mobile SDK.

4.3 Client acknowledges that any guidelines or recommendations given by Forsta either through the SDK Documentation or by other channels, with regards to hardware platform and supporting infrastructure to run the Mobile SDK and / or the Applications, is to be regarded as guidelines only, and is not subject to any guarantee. Client furthermore acknowledges that changes in the Mobile SDK, the Application, or general user patterns, may trigger need for Client to scale up or upgrade the Equipment at Client's sole cost and risk.

5.AUTHORIZED USERS OF THE MOBILE SDK

5.1 Client's Designated Users are authorized to use the Mobile SDK in accordance with the terms of the Agreement and of this Schedule.

6.USE OF THE MOBILE SDK

6.1 Client will be bound by and shall ensure that all Designated Users:

- 6.1.1 will only use the Mobile SDK (i) for the purposes and in the manner expressly permitted by this Schedule; (ii) in accordance with the SDK Documentation and the AUP; and (iii) and in accordance with all applicable federal, state and local laws rules and regulations, including those related to the development, marketing, sale and distribution of the Application in any applicable country;
- 6.1.2 will not use the Mobile SDK for any unlawful or illegal activity, nor to develop any Application which would commit or facilitate the commission of a crime, or other tortuous, unlawful or illegal act;
- 6.1.3 will not, through use of the Mobile SDK, create any Application or other program that would disable, hack or otherwise interfere with the Software, or any security, verification or authentication mechanisms implemented in or by the Mobile SDK or the Software, any services or other Software or technology, or enable others to do so;
- 6.1.4 shall implement and maintain security measures no less restrictive than those Client uses to protect its own confidential information, but in no event less than reasonable efforts, to safeguard the Mobile SDK from unauthorized access, use or copying; and
- 6.1.5 except to the extent strictly permitted by applicable law notwithstanding contractual prohibition, not decompile, revise, reverse engineer, modify, or derive source code from the Mobile SDK.

6.2 Other than that permitted under applicable law or explicitly permitted under this Schedule, Client shall not decompile, revise, engineer, modify, or derive source code from the Mobile SDK or any other software provided as part of this Schedule, nor prepare translations or derivative works based upon, distribute, sublicense, rent, lease, sell or otherwise commercially exploit the Mobile SDK.

7.REQUIREMENT STANDARDS FOR APPLICATIONS

- 7.1 Any Application developed to interoperate with the Mobile SDK must meet all of the criteria set forth under this Schedule, including (i) any additional requirement standards (the "Requirement Standards"), and (ii) the Rate Limits; both as set forth on the Forsta Extranet at any time.
- 7.2 Applications shall be developed in compliance with the SDK Documentation.
- 7.3 Applications must comply with all applicable federal, state and local laws rules and regulations including those in any jurisdictions in which Applications may be offered or made available, including any applicable privacy and data collection laws and regulations with respect to any collection, transmission, maintenance, processing, use, etc. of location data or personal information by the Application. Client must take appropriate steps to protect any such location data or personal information from unauthorized disclosure or access.
- 7.4 Applications may only use Documented APIs and must not use or call any private APIs.
- 7.5 Client shall at any time ensure that Applications comply with the applicable Rate Limits.
- 7.6 Client shall be solely and fully responsible for ensuring that its Applications work correctly.
- 7.7 As it pertains to any Application, Client will be solely responsible for (i) any documentation, user manuals and similar; and (ii) for all support to Forsta Client; and (iii) any warranty of Client's Applications. The fact that Forsta may have reviewed, tested, and approved an Application under this Schedule, will not relieve Client of any of these responsibilities.
- 7.8 In order for any individual Application to be enabled to interoperate with, and authenticate towards, the Software, a Client API Key needs to be provided during Mobile SDK initialization. Client undertakes to handle all Client API Keys in a highly secure way so to prevent it from becoming visible to, or available to, any third party. Client hereby confirms that it is aware that access of the Client API Key by any third party may cause that Client API Key to be abused, and that Client will assume all responsibilities in relation to that.
 - 7.8.1 For Clients operating towards the SaaS Service, Forsta shall produce the applicable Client API Key promptly upon request by Client to support.

8.FORSTA'S RIGHTS TO REVOKE APPLICATIONS FROM BECOMING, OR REMAINING, CONNECTED TO THE SAAS SERVICE

8.1 Forsta retains the rights, at its reasonable discretion, to take the steps set forth in Section 8.2 below for Applications that are already connected to the SaaS Service; and where:

- 8.1.1 such Application appears to be in contravention, or is actually in contravention, with any applicable federal, state and local laws rules and regulations, including those governing (i) the collection, processing and dissemination of data; (ii) the sending of email and other electronic or digital communications and messages; (iii) intellectual property rights;
 - 8.1.2 such Application contains content or materials of any kind (text, graphics, images, photographs, sounds, etc.) that in Forsta's reasonable judgment may be found objectionable, for example, materials that may be considered obscene, pornographic, or defamatory;
 - 8.1.3 such Applications is designed or marketed for the purpose of harassing, abusing, stalking, threatening or otherwise violating the legal rights (such as the rights of privacy and publicity) of others;
 - 8.1.4 such Application contains, or is reasonably believed to contain, any malware, malicious or harmful code, program, or other internal component (e.g., computer viruses, trojan horses, "backdoors") which could damage, destroy, or adversely affect other software, firmware, hardware, data, systems, services, or networks;
 - 8.1.5 Forsta has reason to believe that such Application damages, corrupts, degrades, destroys or otherwise adversely affects the SaaS Service;
 - 8.1.6 Forsta is required by law, regulation or other governmental or court order to take such action in relation to such Application;
 - 8.1.7 the Application breaches any reasonable limitation of use set forth in the AUP;
 - 8.1.8 Forsta has received complaints from Forsta Clients licensing an Application, and where Client has not addressed and resolved such complaints promptly upon Forsta informing Client thereof in writing.
- 8.2 In all circumstances outlined in Sections 8.1, Forsta may at its sole discretion deactivate the Client API Key for the Application(s) in question, preventing the Application from continuing to function towards the SaaS Service. In the event of an impending deactivation of an Client API Key under Section 8.1, Forsta shall make reasonable efforts to contact Client in advance of such deactivation, provided however that Forsta reserves the right to act without notice when necessary to preserve the stable, secure and uninterrupted operations of the SaaS Service, as determined by Forsta in its sole discretion.
- 8.3 Except for deactivations of Client API Key under Section 8.1, Forsta shall make reasonable efforts to cooperate with Client in order to find an acceptable solution that allows the Application to be activated or reactivated.
- 8.4 Forsta may involve, and will cooperate with, law enforcement agencies and government agencies if criminal activity is suspected. Violators may also be subject to civil or criminal liability under applicable law.
- 8.5 With the exception of Forsta's gross negligence or willful misconduct, Forsta shall have no liability whatsoever to Client in connection with actions taken by Forsta in the wake of actions taken by it, or its agents, under this Article 8. Furthermore, Client understands and agrees that it shall not be entitled to any compensation whatsoever from Forsta in the wake of any action taken by Forsta under this Article 8.
- 8.6 For Applications already connected to the SaaS Service and for which Forsta takes actions under Section 8.1, Forsta may at its sole discretion charge Client its standard rates for reasonable work necessitated by it and its agents. This may apply to situation where Forsta is to (i) investigate or otherwise respond to any apparent or actual violation by Client and its Applications of applicable laws; (ii) remedy harm caused to Forsta or any of its other customers by the Application; and (iii) respond to third party complaints related the infringing Application.

9.FEES, CHARGES, PRICING, PAYMENT

- 9.1 As consideration for the rights and licenses granted to Client under this Schedule, Client agrees to pay to Forsta the Fees as further set forth in the Agreement and applicable Order Forms.
- 9.2 Each party shall be responsible for its own capital expenditure, and nothing in this Schedule suggests that a common fund shall be established to fund development of any Application.

10.MONITORING OF APPLICATIONS CONNECTED TO THE SAAS ENVIRONMENT

- 10.1 For Applications connected to the SaaS Service, Forsta, Forsta Affiliates and relevant subcontractors have the right to monitor, record and store activity in connection with Client's Applications interoperation with the SaaS Service (including but not limited to information about the Application, computers, Forsta Client software, other software and peripherals) so to, amongst other, ensure that said Application complies with the terms of this Agreement and the AUP terms.