

Forsta Plus SLAs and Support Terms

SUPPORT

1. INTRODUCTION

- 1.1. These Forsta Plus SLAs and Support Terms ("Terms") are agreed between the Forsta entity listed in the Sales Order ("Forsta") and the purchasing entity listed in the Sales Order or other commercial document ("Client"). The Terms govern the use of the Forsta Plus services including, but not limited to, Survey Designer, SmartHub, Digital Feedback, Studio, Genius, and the HX Platform. Capitalised terms have the meanings assigned to them in the Sales Order or master services agreement between the parties (however named) (the "Agreement").
- 1.2. Forsta's obligation to provide the Support detailed in the Agreement is dependent on the validity of the Agreement between the Parties. Should the Agreement be terminated for any reason, Forsta's obligation to provide any form of Support will cease automatically on the occurrence of such event.

2. CLIENT SUPPORT ADMINISTRATION

- 2.1. Client shall designate one primary Support contact (the "**Designated Support Contact**" or "**DSC**") who will act as the conduit for all requests from Client to Forsta relating to matters of use and troubleshooting with respect to the Service. Additional DSCs may be agreed to in Sales Order(s) subject to payment of an annual fee.
- 2.2. Before assuming responsibilities, the DSC(s) must attend training in the use of the Service and the Software as prescribed by Forsta or must possess skills at least at the same level as those having undertaken such training. Client agrees and understands that the Support service shall not serve for educational purposes, and Forsta retains the right to communicate to Client where DSCs appear to necessitate training.
- 2.3. Requests for Support shall only be submitted by the DSC by e-mail to support@forsta.com or an alternative e-mail address as informed by Forsta. Client shall ensure that individuals other than DSCs do not send requests for Support directly to Forsta. Forsta may however at its own discretion offer Support directly to Designated Users who are not DSCs under the terms for Additional Services. Support requests sent to Forsta from individuals other than DSCs will normally not be handled, and such circumstance shall not constitute a breach of the Agreement between the Parties by Forsta.
- 2.4. Requests for Support relating to errors or malfunctions will be addressed by Forsta upon Client making reasonable commercial efforts to provide documentary evidence of the errors or malfunctions including copies where applicable of all relevant error messages so that to the extent possible the error in question may be recreated.
- 2.5. Clients are responsible for providing Forsta with up to date contact details for DSCs effective from the first day of the Initial Term and updating such contact details whenever applicable throughout the Term. Such contact details should be sent by e-mail to support@forsta.com or an alternative e-mail address as informed by Forsta and should comprise the following information: name, address, phone, and e-mail. Failure by Client to provide this information in an accurate manner to Forsta and to update it when appropriate will result in newsletters and other important information not reaching Client, and Forsta shall not be held responsible for such failure of communication.
- 2.6. **Only for Clients utilizing CATI or CAPI:** If Forsta is requested by Client to address an issue which Forsta deems after due investigations to be related to aspects outside of its contractual responsibility such as CATI and CAPI consoles connection issues due to e.g. latency, connection loss, or inadequate or insufficient bandwidth then Client agrees that Forsta may temporarily discontinue its support efforts in the affected area and request that the Client approve, such approval not to be unreasonably withheld, the creation of a report to be prepared by an independent third-party agreeable to both Parties who has experienced in areas such as performance troubleshooting and network optimization. If such third-party report determines that the issues experienced by Client are stemming out of aspects outside Forsta's contractual responsibility under the Agreement between the Parties, Client will reimburse Forsta for the costs incurred for the report.

3. TYPES OF SUPPORT

- 3.1. During the Term of the Agreement between the Parties, Forsta will offer Client support services, Service Enhancements, and Additional Services (jointly "**Support**") as detailed in these Terms.
- 3.2. **STANDARD SUPPORT**
 - 3.2.1. Subject to the payment of the Access and Use Fees by Client Forsta will during the Term provide Standard Support to Client in response to requests from one Designated Support Contact for no

- additional charge.
- 3.2.2. For purposes of the Agreement between the Parties, the term "**Standard Support**" means explanation and guidance solely in relation to Client's use of the Software such as producing questionnaires and reports, including basic questionnaire layouts, respondent handling, basic skip logics and pre-code masks, basic template preparation, use of standard validations, error code interpretations, and other authoring-related topics. Standard Support is available during Standard Support Hours (as defined in Article 4 below) by e-mail to support@Forsta.com or an alternative e-mail address as informed by Forsta.
 - 3.2.3. Assistance outside of Standard Support, including persistent questioning about subjects which should have been known to Client if Client had attended a training course, or where such a request is more by way of consultancy services (e.g. J-script-/HTML-/QSL-assistance, survey layouts, Reportal designs, checking and editing of respondent lists, any programming (in whole or in part) of questionnaires or reports, and quality assurance, such assistance 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 Sales Order. More information regarding Additional Services can be found in Sub-Section 3.4.3 of these Terms.
 - 3.2.4. Certain Support activities are not included in Standard Support but may be provided as Additional Services upon request at rates established by Forsta or as specified in an Sales Order, such as correction of errors or malfunctions caused in whole or in significant part by:
 - 3.2.4.1. Client's or its Personnel's negligence;
 - 3.2.4.2. Use of the Software outside what is described in the Documentation, as long as such use is not in contravention of the Agreement; and
 - 3.2.4.3. Accidents and other events occasioned by Client and for which Forsta is not responsible.

3.3. SERVICE ENHANCEMENTS

- 3.3.1. During the Term of the Agreement between the Parties and to the extent Forsta deems it necessary Forsta will enhance the Service by upgrading the Software or the equipment supporting the Service. Software upgrades will ensure backwards compatibility unless Client's Designated Users have been notified otherwise via e-mail or Forsta newsletter no less than ninety (90) days in advance.

3.4. ADDITIONAL SERVICES

- 3.4.1. Subject to availability of Forsta's resources and subject to the Parties' agreement concerning pricing and other terms Forsta will upon Client's request provide Client with Additional Services.
- 3.4.2. Rates for Additional Services will be set forth in the applicable Sales Order. Forsta shall bill Client for Additional Services in thirty (30) minute increments.
- 3.4.3. Additional Services are offered in the four following categories:
 - 3.4.3.1. Professional Services/Project and Authoring Assistance: Tasks that Client chooses to outsource to Forsta, including questionnaire programming, survey layouts and report building, project and respondent administration, any HTML programming (in whole or in part) of questionnaires or reports, and quality assurance/checking of programming e.g. related to templates and survey layouts, Reportal designs, J-Script / SQL / QSL assistance, or similar.
 - 3.4.3.2. Technical Consultancy/Systems Development: Tasks such as recovery from backups after deletion caused by client or development of custom tailored functions both in questionnaires and reporting.
 - 3.4.3.3. On Site Support or User Support outside Standard Support Hours: Where Client's Designated Support Contact requests support assistance either at its location or outside Standard Support Hours then this shall be classified as an Additional Service and payable as a consultancy service.
 - 3.4.4. If a problem Forsta has tried to resolve on the assumption that it falls within the Limited Warranty does not in fact do so, Client shall subject to Client's prior written approval pay for the Support and other services Forsta has provided to investigate the problem at the rates Forsta ordinarily charges for Additional Services.

4. STANDARD SUPPORT HOURS AND TARGET RESPONSE TIME

- 4.1. Forsta's standard support hours ("**Standard Support Hours**") are:

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- 4.1.1. For agreements under the laws of a European country: 08.00-17.00 Central European Time (CET), from Monday to Friday, with the exclusion of New Year's Day; Good Friday; Easter Monday; Christmas Day; and Boxing Day.
- 4.1.2. For agreements under New York or California law: 09.00-20.00 Eastern Standard Time (EST), from Monday to Friday, with the exclusion of New Year's Day; Martin Luther King, Jr. Day; Presidents' Day; Memorial Day; Independence Day; Labor Day; Columbus Day; Veterans Day; Thanksgiving Day; Friday following Thanksgiving Day; and Christmas Day.
- 4.1.3. For agreements under the laws of Australia: 09.00-17.00 Australian Eastern Standard Time (AEST), from Monday to Friday, with the exclusion of New Year's Day; Australia Day; Good Friday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; and Boxing Day.
- 4.2. Client may order support service in multiple time-zones at an additional fee upon execution of an Sales Order.
- 4.3. Forsta will aim at responding to Support requests according to the urgency of the request as specified below:

Category	Target Response Time	Category guidance
<i>Emergency</i>	2 business hours	A Software error that renders the whole system or a substantial part of it inoperative and which is not clearly due to user errors or issues on the user end.
<i>High priority</i>	8 business hours	Errors that do not affect critical parts of the Software. Questions about the Software's functions that are critical for immediate start-up or finalization of a project.
<i>Medium priority</i>	1 business day	Other inquiries and minor errors or error messages. Questions about functions that are not critical for start-up or finalization of a project.
<i>Other inquiries</i>	2 business days	Requests about new functionality, system architecture, or similar.

- 4.3.1. "**Business hours**" is defined as time within the Standard Support Hours.
- 4.3.2. "**Category**" can be selected by the Designated Support Contact upon posting the request through the Forsta Extranet. Category may be changed by Forsta's Personnel if request is not in accordance with specifications in the above table.
- 4.3.3. "**Target Response Time**" is defined as the time elapsing from receipt of the request to Forsta initiating action to resolve the issue. The time to arrive at a solution may be longer. Client will normally be informed of the status of Client's request within the response times listed above.
- 4.4. Where a non-critical fault (a fault that does not substantially hinder or prevent Client from using a material part of the functionality of the software in question) is to be corrected in a forthcoming Service Enhancement, then for a period of up to ninety (90) days prior to the Service Enhancement Forsta shall be entitled to decline to provide assistance in respect of that non-critical fault.

5. TRAINING

- 5.1. Forsta will upon mutual agreement and at the rates agreed upon by the Parties, train Client's Personnel in the use of the Software.
- 5.2. Client is to ensure that those of Client's Personnel who are to receive any form of training from Forsta are already proficient and experienced in the use of computer equipment and software.
- 5.3. Client accepts Forsta's cancellation policy for training courses as defined herein:
 - 5.3.1. The course will be invoiced in full on course booking.
 - 5.3.2. If the participant cancels more than four (4) weeks before the course date then the course can be re-booked and the initial invoice transferred at no additional charge.
 - 5.3.3. If the participant cancels within four (4) weeks of the course date, the initial invoice is non-refundable or date transferable, and each participant will receive a fifty percent (50%) discount when booking a future course.

- 5.3.4. The cancellation policy applies to booking dates and revised booking dates alike; cancellations can only be made by sending an e-mail to training@Forsta.com, an alternative e-mail address as informed by Forsta, or to the appropriate account manager at Forsta.
- 5.3.5. Already incurred, non-redeemable travel expenses for instructors will be invoiced irrespective of any cancellation.

6. TRAVEL EXPENSES

- 6.1. Client shall reimburse Forsta for pre-approved (in writing, including e-mail) travel expenses and living expenses (coach airfare, standard hotel, food, and rental vehicle).

SERVICE LEVEL AGREEMENT (SLA)

7. BACKUP RETENTION AND RECOVERY OF DATA HOSTED ON THE FORSTA PLUS SAAS PLATFORM

- 7.1. Forsta shall perform system backups, including program files, configuration files, and data files, but excluding certain types of data capable of being regenerated (see Section 7.5 below), according to the following schedule:
 - 7.1.1. **Weekly full backup**
 - o Step one: Backup is performed locally, compressed, encrypted, and stored on a network attached storage ("NAS") device.
 - o Step two: The encrypted backup files are copied to external media.
 - 7.1.2. **Daily incremental backups**
 - o Step one: Backup is performed locally, compressed, encrypted, and stored on a NAS device.
 - o Step two: The encrypted backup files are copied to external media.
 - 7.1.3. **Weekly media to off-site shipping**
 - o Once a week, all backup media are shipped to a secure off-site location where each is stored for fifty-two (52) weeks.
- 7.2. The backup media stored off-site may be managed by a third-party supplier of the SaaS Hosting Environment, provided however that the files contained on the backup media or the backup media themselves shall be properly encrypted by use of industry accepted encryption standards.
- 7.3. In the event of Service data loss caused by any party other than Client, Forsta shall at all times be able to commence the data restoration process within two (2) hours after it has become necessary and shall proceed with restoration without undue delay. If Client has caused the data loss, data recovery will be initiated within one (1) business day after receipt of a Client request and will be subject to standard charges for the recovery.
- 7.4. Data deposited by Client on Forsta's SFTP servers may be permanently deleted after thirty (30) days. The SaaS Service data which is used as the source for transfer of data to the SFTP servers, will not be affected by such SFTP deletions.
- 7.5. Forsta may at its own reasonable discretion choose not to backup certain types of data, provided however that Forsta shall provide Client with the ability to regenerate such data via the Service based on the data that is being backed up. As an example, files generated in the Software based on collected data in order to achieve more efficient reporting datasets (e.g. in BitStream and SmartHub) will not be backed up but can be regenerated.
- 7.6. Client releases Forsta and its Affiliates from liability in relation to Transient Data. Client can at any time export data from Forsta at its own discretion and at its own expense. This will not affect Forsta's responsibilities set forth in this Section 7.

8. MAINTENANCE CATEGORIES; OUTAGE NOTIFICATIONS

- 8.1. Forsta may carry out the following four categories of maintenance on the SaaS platform:
 - 8.1.1. **"Maintenance Window"** shall mean Monday to Friday: 01.00-01.30 Eastern Standard Time (EST) / 07.00-07.30 Central European Time (CET); and Saturday and Sunday: 01.00-03.00 EST / 07.00-09.00 CET. Daylight Savings Time observation may affect local times. For Clients operating on the Australian SaaS Hosting Environment, maintenance times will be set forth in separate schedule. Maintenance Windows may or may not be utilized by Forsta.
 - 8.1.1.1. Designated Users, including CATI supervisors, attempting to login or work in the Software during a utilized Maintenance Window may get error messages or be shown a page informing that maintenance is taking place, preventing normal access to the Service during the Maintenance Window. During such utilized Maintenance Windows, pre-

scheduled tasks (such as exports, report publication, etc.) will normally be paused and resumed for execution once the maintenance is completed.

- 8.1.1.2. If Forsta expects Respondents to be affected by a Maintenance Window, Forsta will inform Client according to the notification process outlined in subsection (ii) of 8.1.2 below.
- 8.1.2. **"Scheduled Maintenance"** shall mean maintenance outside of the Maintenance Window that has been publicized by Forsta in the news area of the Software at least five (5) business days in advance. Scheduled Maintenance expected to impact (i) Designated Users outside the Maintenance Window; or (ii) Respondents for more than five (5) minutes at any time will be communicated via e-mail to Client's Designated Users.
- 8.1.3. **"Urgent Maintenance"** shall mean the implementation of a critical patch relating to security or performance and deemed to be too urgent to wait until the next Scheduled Maintenance period or the next Maintenance Window. Forsta shall inform Client about planned Urgent Maintenance as soon as reasonably possible and with the same channels of communication as defined under Sub-Section 8.1.2 above.
- 8.1.4. **"Emergency Maintenance"** shall mean activities performed in connection with severe issues with the Service such as Service being unavailable and that did not allow for pre-notification of users. Emergency Maintenance shall count as Service Unavailability as defined below.
- 8.2. **Notifications of Outages:** In the event of (i) substantial deterioration of service performance or (ii) Service Unavailability; Forsta will follow this notification process:
 - 8.2.1. If the authoring section of the Service is operational, information will be posted in the Forsta news area of the Software as soon as practically possible.
 - 8.2.2. If access to the SaaS Hosting Environment is prevented, to the extent technically feasible, Forsta will post an unbranded, neutral maintenance page explaining that the servers are not available and requesting visitors (either Designated Users or Respondents) to return later.
 - 8.2.3. For any Service Unavailability impacting Respondents and approaching the duration of sixty (60) minutes, Forsta will endeavor to send e-mails to all Designated Users informing about the situation. A follow-up e-mail, including preliminary cause analysis will be sent when the Service is up and running again.
 - 8.2.4. The news section in the Software is the key repository of performance related information, and Designated Users are strongly advised to regularly check such news.
 - 8.2.5. Forsta is not responsible for the non-delivery of e-mails due to issues outside its control, including (i) firewall or anti-spam rules at the recipient's end; and (ii) Designated Users who have in the Software opted out from receipt of notifications.

9. SERVICE AVAILABILITY & UNAVAILABILITY

- 9.1. **"Quarter"** is defined according to calendar year so that Q1 is January through March, Q2 is April through June, etc.
- 9.2. **"Service Unavailability"** shall mean the number of minutes outside of Maintenance Windows, Scheduled Maintenance, and Urgent Maintenance with complete and sustained unavailability of the parts of the Forsta Plus SaaS Hosting Environment relating to either one or both of (i) Respondents' ability to complete web-based surveys (not including surveys depending on interaction with XML Web Services and Flex applications or with Client's systems), or (ii) third parties' ability to view published reports through the Reportal module.
- 9.3. **"Service Availability"** shall be calculated as follows:

$$\left[\frac{(\text{Total number of minutes in the Quarter}) - (\text{Service Unavailability})}{\text{Total number of minutes in the Quarter}} \right] \times 100\%$$

10. SERVICE LEVEL AGREEMENT

- 10.1. Although the Service may not be uninterrupted or error-free, Forsta shall make commercially reasonable efforts to provide a ninety-nine and seven- percent (99.7%) Service Availability on a Quarterly basis (the **"Service Level Agreement"**).
- 10.2. In the event of a breach of the Service Level Agreement, Client's sole remedy is the issuance of performance compensation days specified herein.
- 10.3. If Service Unavailability is sustained for more than an average of one hundred thirty-two (132) minutes per month over a Quarter, equivalent to six and a half (6 ½) hours per Quarter and to zero and three percent (0.3%) downtime, then Client shall have the right at its option, subject to Client's retained responsibilities, to claim compensation in terms of day(s) of contractual SaaS access at no charge, or

to request credit of the equivalent monetary value of the applicable compensation set forth herein, as follows:

Unavailability per Quarter in minutes	Performance Compensation Days ("Compensation")
Up to 396 minutes	None
397 to 1620 minutes	Two extra days of service at no cost
1621 or more minutes	Three extra days of service at no cost

11. SPECIFICATIONS

- 11.1. Client may not claim Compensation for any Service Unavailability experienced by Client and Client's clients or Respondents due to restoration of data or disaster recovery at any time when such restoration of data or disaster recovery is due to loss of data which is not the direct or indirect fault of Forsta or Forsta's third-party suppliers.
- 11.2. Forsta will use reasonable efforts to minimize any impact of Maintenance Windows, Scheduled Maintenance, and Urgent Maintenance on Client, Client's clients and respondent's use of the Service.
- 11.3. Client may claim Compensation for any Service Unavailability experienced by Client, Client's clients, or Respondents due to extensions to the Maintenance Window specified above and which have not been caused by a Force Majeure situation.
- 11.4. Any Service Unavailability caused by Client's failure to comply with the System Requirements, failure to comply with the AUP, or any event otherwise classified as Force Majeure shall not be covered by this Service Level Agreement.
- 11.5. In addition to the notification process set forth in Section 8.2 of these Terms, Forsta shall within a reasonable time notify Client through the Forsta news area of the Software when Forsta's monitoring system has detected a breach of this Service Level Agreement.
- 11.6. A quarterly report on the Service Availability will be posted on the Forsta news area or the Forsta homepage.
- 11.7. Claims for days of Compensation as described in these Terms must be presented by Client by e-mail to claim@forsta.com by the fifteenth (15th) day of the month following the Quarter in which the incident occurred.

12. HOUSEKEEPING: ROUTINES AND PROCEDURES

- 12.1. **Batch tasks.** To avoid sudden activity peaks which may compromise the authoring environment, Forsta manages the execution of tasks that can run at the same time. As a result, Client may from time to time experience that tasks are queued and not executed exactly on the scheduled time. E-mails may take some time to process and dispatch, so Client is advised to include some margin if e-mails need to reach recipients by a certain hour.
- 12.2. **Housekeeping:**
 - 12.2.1. **Deletion of Test Databases:** Forsta may delete test databases fourteen (14) days after the test database was last accessed. If Client needs a new test database, a new one can be generated from within the application.
 - 12.2.2. **Reportal Reports.** Forsta may delete reports that are linked to Forsta Plus projects that have been deleted from the Software if such reports do not also link to projects that still exist on the system. Functionality is available in the Software to allow the Client to export report definitions for local storage on its own PC or network.
 - 12.2.3. **Bitstream and SmartHub Files:** Certain functionalities in the Service will generate intermediary files (e.g. Panel Samples, Rapid Results, or similar) based on the original data. Such files will stored in the Software areas referred to as Bitstream, SmartHub, and similar, and Forsta may delete such files after sixty (60) days.
 - 12.2.4. **Recorded Interviews in CATI:** Interviews will normally be removed from the system after thirty (30) days. Response data is not removed; only metadata relating to the CATI interview itself is deleted.
 - 12.2.5. **Archiving of Projects and Data:** The Software performs periodic archiving of projects and data that have been idle for a certain period of days, which is currently forty (40) days subject to change. Project owners will be notified via e-mail in advance and can reject the archiving via the Software. Archived projects can be retrieved by the Designated User via the Software. Archived projects will be compatible with the Software for at least two (2) years from the archiving date.