

TRIAL AGREEMENT TERMS AND CONDITIONS

These Trial Agreement Terms and Conditions ("Agreement") below govern the use of the Software and Services described in applicable Sales Order, Order Document, or other commercial agreement ("Sales Order") between the Forsta entity ("Forsta") and client ("Client") referenced in the applicable Sales Order that references this Agreement.

1. SCOPE

- 1.1. Forsta hereby grants Client a time restricted, non-exclusive and non-transferable right to evaluate the Trial Package according to the terms and conditions specified in this Agreement (the "Trial").
- 1.2. Client shall only have access to the Trial Package during the Trial Period, and is only authorized to conduct the type of trial (the "Trial Type") as stated in the agreement details referenced in the Sales Order ("Agreement Details"). Any extension of the Trial Period requires an agreement in writing between the Parties. Trial Types are defined as follows:
 - 1.2.1. A "Trial with User ID" enables Client's Designated Users to access and evaluate the user interface of the Trial Package by using unique User IDs to conduct and examine the results of a trial which shall not have any commercial value to Client.
 - 1.2.2. A "Pilot with User ID" enables Client's Designated Users to access and evaluate the user interface of the Trial Package by using unique User IDs to conduct and examine the results of authorized Pilot Projects named in Agreement Details, which may have a commercial value to Client.
 - 1.2.3. A "Pilot without User ID" enables Client to make an evaluation by examining the results of authorized Pilot Projects named in Agreement Details, and where such Pilot Projects are conducted by Forsta personnel on behalf of Client, and where the conduct and results of such Pilot Project may have a commercial value to Client.
- 1.3. Any use of the Trial Package for purposes falling outside the scope of the authorized Trial Type, including but not limited to conducting Pilot Projects that have not been authorized by name in the Agreement Details, is chargeable at Forsta's standard commercial fees and rates in force at that time, and shall also be grounds for Forsta, at Forsta's sole discretion, to immediately terminate this Agreement.
- 1.4. When applicable, Client will receive the number of User IDs stated herein for the sole use of the personnel named in the Agreement Details, and where each will have access to the specified Trial Package.
- 1.5. For transaction based Trial Packages, Client will be granted the number of Forsta Plus Units stated herein. Each additional Forsta Plus Unit used will, until such time as modified in writing between the Parties hereto, be charged at the Pay-As-You-Go ("PAYG") Rate given in the Agreement Details.
- 1.6. Charges for Verbatim as outlined in the Agreement Details apply for each and every data record sent to the Text Analytics Offering (hereinafter defined) for analysis for the first time. In the case of survey data, the charge will apply regardless of whether the survey interview is completed, screened or otherwise interrupted. Reruns of Verbatim during the Trial Period for purposes of reprocessing so as to obtain new results do not attract an additional charge. Forsta Plus Unit to Verbatim ratio (whereby the quantity of Verbatim used is used to calculate the quantity of Forsta Plus Units to be removed from the Client's account holding) is stated in the Agreement Details. If several open-ended questions are included in a questionnaire, the equivalent number of Verbatims will be charges per questionnaire. The term "Verbatim" means an unstructured set of data (data that lacks organization or precision or where its relationship with other data is difficult to ascertain or categorize). Client's attention is drawn to the AUP (see Section 1.7 below) which governs the size and volume of Verbatim.
- 1.7. Client's use of the Trial Package is subject to the terms of the applicable Forsta Acceptable Use Policy ("AUP") as follows:
 - 1.7.1. For *Forsta Plus* software, including Text Analytics Software and / or Text Analytics Service (collectively "Text Analytics Offering"), this is as stated on <http://legal.forsta.com>;
 - 1.7.2. For *Forsta Pulsar Web* software, this is as stated on <http://legal.forsta.com>.
- 1.8. Text Analytics Software is a software program developed by Forsta and which provides automatic language interpretation and categorization via proprietary algorithms according to "categorization models" that are created and maintained by use of the categorization features available in the Text Analytics Software. The hosting infrastructure from where the Text Analytics Offering is provided is referred to herein as the "Text Analytics Service". A description of the functionalities of the Text Analytics

Offering is detailed in the Documentation located on Forsta's Extranet.

2. CONFIDENTIALITY

- 2.1. All information exchanged between the Parties during the Trial Period is defined as and shall remain, the "Confidential Information" of the disclosing party (the "Disclosing Party"), and shall not be disclosed to any third party by the receiving party (the "Recipient") without the Disclosing Party's prior written consent. Notwithstanding anything to the contrary herein, Forsta shall be permitted to utilize employees of its affiliated companies in conjunction with the performance of its services hereunder. All such individuals are subject to written obligations of confidentiality no less stringent than those herein, and any disclosure of Confidential Information to them shall only be made on a need to know basis. Forsta shall at all times remain fully liable for the actions and omissions of said affiliate employees as though they were employed directly by Forsta. For clarity, the Trial Package is defined as the Confidential Information of Forsta.
- 2.2. The Recipient undertakes:
 - 2.2.1. to treat and hold as confidential all Confidential Information obtained from the Disclosing Party during the currency of this Agreement; and
 - 2.2.2. to use such Confidential Information solely for the purpose for which it was supplied, which unless otherwise stated in writing at time of disclosure by the Disclosing Party, means solely in connection with the Trial; and
 - 2.2.3. other than as required under any applicable law or regulation, not to disclose Confidential Information in whole or in part to any third party without the Disclosing Party's prior written consent, and to only disclose Confidential Information to its own employees or those of its affiliates on a need to know basis who are subject to confidentiality obligations covering the Confidential Information no less stringent than those herein and who are informed by the Recipient of its confidential nature and each Party's obligations under this Agreement; and
 - 2.2.4. to not use Confidential Information to design, develop or manufacture similar products or products in competition to those of the Disclosing Party, for itself or for third parties.
- 2.3. The mutual confidentiality terms set forth herein shall apply solely to the Confidential Information disclosed by either Party to the other during the Trial Period, however, the obligations as to confidentiality shall continue to apply notwithstanding the termination of this Agreement for whatever reason.
- 2.4. Client acknowledges that all patents, copyrights, design rights, trade marks, service marks, trade secrets, know-how, database rights and other rights in the nature of intellectual property rights (whether registered or unregistered) and all applications for the same, anywhere in the world relating to the Trial Package belong and shall belong to Forsta. For clarity, Forsta obtains no intellectual property rights in Client data as a result of this Agreement.
- 2.5. On the expiration or prior termination of this Agreement, Confidential Information is to be handled according to the terms and conditions for termination as given at Section 7 herein.

3. DATA PROTECTION

- 3.1. Personal data and/or sensitive personal data are hereinafter referred to as "Personal Data". If Client's performance of the Trial requires access to, or use or storage of Personal Data in conjunction with the evaluation of the Trial Package, then Client acknowledges and agrees, under this Agreement, that Forsta: (a) does not participate in Client's selection of any individuals targeted by e-mails or questionnaires or individuals to whom data or access to reports is provided; (b) does not influence or control the type of information gathered from individuals or the content of the material displayed to individuals; (c) does not influence or control the use of the information collected by Client or the disposition of such information during or after the completion of any project; and (d) may store and process information gathered by Client, including Personal Data, on servers situated on the premises of Forsta's hosting service.
- 3.2. Client represents and warrants that at all times during the Trial Period, Client has obtained and will continue to maintain all the necessary valid and binding right, license and consents to collect, obtain, use, copy, modify, manipulate, distribute, share, process and analyze any Client's data, including Personal Data, being provided by or on behalf of Client for processing via the Text Analytics Service (collectively, the "Data"), and for Forsta to process such data in accordance with the terms of this Agreement.
- 3.3. Any Personal Data stored and/or processed on behalf of Client shall be stored and/or processed in strict accordance with Forsta's established and documented routines and with Client's instructions as provided through Client's use of the user interface of the Forsta's Forsta Plus software, or Text Analytics Software, and Forsta shall take reasonable technical and organizational security measures against unauthorized and unlawful processing of, accidental loss of, destruction of or damage to Personal Data,

pertinent to its role as a data processor.

- 3.4. Client hereby acknowledges and accepts that: (i) the Data to be processed via the Text Analytics Service will be processed on servers (including cloud servers) managed by or on behalf of Forsta by a third party hosting environment provider, (ii) Forsta is fully responsible under this Agreement for the actions and omissions of said third party hosting environment provider; and (iii) Forsta employees of other entities belonging to the Forsta group of companies may need to access and process the Data, such right being however restricted to personnel with legitimate need to access and process such Data for the purposes outlined in this Agreement, and always subject to the confidentiality and data protection terms herein.
- 3.5. If Client has performed a security review or test of the Forsta Plus Software or Forsta Plus SaaS, Client hereby acknowledges that such review or test may not be fully applicable to the Text Analytics Offering. The operational and security standards for the Text Analytics Service are those documented in Forsta's applicable security documentation.

4. **WARRANTIES**

- 4.1. Client warrants that it will not provide any person who is in the business of developing data collection and/or reporting software with access to the Trial Package.
- 4.2. Each Party warrants that it has the right and authority to enter into and perform its obligations under this Agreement; and that it shall, at its own expense, comply with all applicable laws, regulations and other legal requirements that apply to the Party and to its role under this Agreement, including laws relating to Intellectual Property Rights, to the right to privacy and to defamation.
- 4.3. TRIAL PACKAGE IS PROVIDED "AS IS", AND APART FROM THE WARRANTIES STATED IN THIS ARTICLE 4, FORSTA EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, CONDITIONS AND OTHER TERMS WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE TRIAL PACKAGE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY, CONDITION OR OTHER TERM ARISING FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE. NO ORAL OR WRITTEN INFORMATION PROVIDED BY FORSTA OR ITS EMPLOYEES OR REPRESENTATIVES OF FORSTA WILL CREATE ANY WARRANTY, AND THIS WARRANTY DISCLAIMER SUPERSEDES ANY SUCH INFORMATION.

5. **LIABILITY**

- 5.1. NEITHER PARTY'S LIABILITY: (a) FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE OR THE NEGLIGENCE OF ITS EMPLOYEES OR AGENTS; (b) FOR FRAUDULENT MISREPRESENTATION; OR (c) THAT IS NOT PERMITTED TO BE EXCLUDED OR LIMITED BY APPLICABLE LAW; IS EXCLUDED OR LIMITED BY THIS AGREEMENT, EVEN IF ANY OTHER TERM OF THIS AGREEMENT WOULD OTHERWISE SUGGEST THAT THIS MIGHT BE THE CASE.
- 5.2. OTHER THAN AS SET OUT IN CLAUSE 5.1, NEITHER PARTY SHALL BE LIABLE (WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE OR FOR ANY OTHER REASON) FOR ANY: (a) LOSS OF PROFITS; (b) LOSS OF SALES; (c) LOSS OF REVENUE; (d) LOSS OF ANY SOFTWARE OR DATA; (e) LOSS OF USE OF HARDWARE, SOFTWARE OR DATA; (f) WASTED ADMINISTRATIVE TIME; (g) DAMAGES RESULTING FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DESTRUCTION OR DELETION OF DATA, OR DELAYS IN OPERATION OR TRANSMISSION OR (g) INDIRECT, CONSEQUENTIAL OR SPECIAL LOSS.
- 5.3. SUBJECT TO CLAUSES 5.1 AND 5.2 AND WITH THE EXCEPTION OF BREACHES OF ARTICLE 2: "CONFIDENTIAL INFORMATION", SECTION 4.2: "APPLICABLE LAWS", OR ARTICLE 6: "INDEMNIFICATION", EACH PARTY'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT AND IN RELATION TO ANYTHING WHICH THAT PARTY HAS DONE OR NOT DONE IN CONNECTION WITH THIS AGREEMENT (AND WHETHER THE LIABILITY ARISES BECAUSE OF BREACH OF CONTRACT, NEGLIGENCE OR FOR ANY OTHER REASON) SHALL BE LIMITED TO AN AMOUNT EQUAL TO 125% OF THE TOTAL AMOUNT PAID TO FORSTA BY ORDERING PARTY UNDER THIS AGREEMENT, PLUS, IN THE EVENT ORDERING PARTY IS BREACHING PARTY, ANY SUMS DUE AND OUTSTANDING TO FORSTA AT THE TIME OF THE DAMAGES AWARD.

6. **INDEMNIFICATION**

- 6.1. Client shall defend and hold Forsta and its affiliates harmless from, and indemnify Forsta and its affiliates against, all losses suffered or incurred by it or them as a result of any third-party claim arising out of or related to any allegation that the proper executions by Forsta of Client's instructions, or any materials or Data, either created or provided by, or on behalf of Client, constitute actual or alleged infringement of any IPR or third-party rights, are defamatory, breach any right to privacy, or are otherwise unlawful.
- 6.2. Forsta shall defend and hold Client harmless from, and indemnify Client against, all losses suffered or incurred by them as a result of any third-party claim that Client's access to or use of the Trial Package, in accordance with the terms of this Agreement, infringes any IPR in Australia, New Zealand, Canada, the United States, or any country belonging to the European Economic Area. Notwithstanding anything

to the contrary herein, Forsta will have no obligation under this Section or otherwise with respect to any infringement claim based upon any Client's Data.

- 6.3. This Article states the entire liability of Forsta with respect to the infringement or alleged infringement of any third party rights of any kind whatever by the Trial Package.

7. TERMINATION

- 7.1. The "Termination Date" of this Agreement shall be at midnight (CET) on the Last Date of the Trial Period or earlier if terminated by either Party according to the terms herein.
- 7.2. With immediate effect from the Termination Date, all of the Parties' rights and obligations relating to the Trial shall cease, and Client shall cease accessing and using the Trial Package with immediate effect. Notwithstanding the generality of the previous sentence, the obligation of payment and any other rights and obligations which may have accrued prior to the Termination Date, including but not limited to the rights and obligations herein concerning intellectual property rights and confidentiality shall continue notwithstanding the termination of this Agreement.
- 7.3. Forsta reserves the right to terminate this Agreement and the Trial without cause at any time and with immediate effect, and in such case will, if applicable, refund a pro rata share of the unused portion of the fees Client has pre-paid to Forsta under this Agreement.
- 7.4. Each Party shall have the right, without prejudice to its other rights or remedies, to terminate this Agreement immediately by written notice to the other if the other is in material or persistent breach of this Agreement, and either that breach is incapable of remedy or it shall have failed to remedy that breach within 10 days after receiving written notice requiring it to do so.
- 7.5. Client shall be deemed to be in material breach if, without limitation, Client: (a) lets individuals other than Designated Users access or use the Trial Package; or (b) uses or permits the use of the Trial Package in violation of the terms of this Agreement and any applicable AUP; or (c) translates, re-engineers or makes derivatives of the Trial Package; or (d) makes copies the Trial Package for any purpose other than operational backup; or (e) violates its obligation to keep Confidential Information in confidence; or (f) fails to pay amounts due to Forsta under this Agreement in a timely manner and thereafter fails to cure such payment default within ten (10) business days after Client receives written notice of the default from Forsta.
- 7.6. Unless a definitive document for the continued licensing of the Trial Package has been signed by the Parties before the Termination Date, then within thirty (30) working days after said Termination Date and subject to any legal or regulatory obligations imposed upon the Recipient requiring it to retain copies of specific Confidential Information, all Confidential Information including any and all whole or partial copies thereof in the possession or under the control of Recipient shall be deleted, destroyed and made permanently unusable by that Recipient.
- 7.7. For the purpose of clarity, no later than thirty (30) working days after the Termination Date, Forsta will permanently delete all Client Data stored on Text Analytics Service, including but not limited to all Client questionnaires, reports and collected data, and shall not continue to hold or process such deleted Client information, provided however, that Forsta may retain copies on physical back-up media (to which no online access is permitted) in accordance with Forsta's standard back up strategy and for a period of no more than 12 months after the Termination Date.
- 7.8. Within thirty (30) working days after the termination or expiration of this Agreement, Client is to certify in writing through a director or other officer that it has fully complied with its obligations under this Article, identifying all Confidential Information that it has retained and stating the specific legal or regulatory obligation that has necessitated the retention of such Confidential Information.

8. SUPPORT DURING TRIAL PERIOD

- 8.1. Unless agreed differently in the Comment field herein:
 - 8.1.1. The maximum number of free support requests that Client is authorized to make in the form of general questions for assistance during the Trial Period is given in the Agreement Details. Such requests can either be via telephone or E-Mail, and should be appropriately addressed to the Forsta Technical Account Manager ("TAM") or Forsta Key Account Manager ("KAM") as listed in the Agreement Details. For Forsta Plus software, support will be limited to assistance with template building (limited to one web-interview template and one report template).
 - 8.1.2. Client may request extra support from Forsta during the Trial Period ("Additional Services"), and subject to Forsta resources, this shall be provided at the following rates: (a) Authoring Support at USD 200 per hour; and (b) Systems Development at USD 225 per hour.
- 8.2. Any Additional Services chargeable to Client will be invoiced monthly and are payable net 30 days from the date of invoice.
- 8.3. Training will only be provided when specifically mentioned as part of the Trial Package.

9. PAYMENT

- 9.1. All prices quoted herein are exclusive of travel, food and accommodation, taxes, levies and other expenses which are invoiced separately at Forsta's actual cost. Payments shall be made no later than thirty (30) days after receipt by Client of an invoice for the fees and charges in question.
- 9.2. If Client fails to pay an 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 came due. Imposition of late charges shall be without prejudice to Forsta's right to seek other remedies.
- 9.3. If any sum payable to Forsta under this Agreement is in arrears for more than 10 days after the due date, then Client will be deemed to be in material breach of this Agreement, and Forsta accordingly reserves the right without prejudice to any other right or remedy and without any liability on Forsta, to immediately withhold any services to Client and as applicable to suspend Client's access to support and the Trial Package until such payments have been received by Forsta. For clarity, the withholding of services or suspension of access by Forsta due to the failure of Client to fulfil its obligation of payment under this Agreement, shall not remove said obligation of payment nor affect the dates during which said services or access have been contracted herein.

10. MISCELLANEOUS

- 10.1. This Agreement shall be construed in accordance with the applicable laws set forth in the Agreement Details. For the resolution of any disputes arising from or related to this Agreement, the Parties submit to the exclusive jurisdiction of the courts stated in the Agreement Details.
- 10.2. This Agreement contains the entire agreement between the Parties relating to the Trial, and supersedes any previous communication, representation or promise, whether written or oral. Any subsequent agreement which modifies any part of this Agreement must be in writing, must be expressly designated as a modification of this Agreement, and must be signed by authorized representatives of both Parties.
- 10.3. Client shall not assign this Agreement to any third party without the prior written consent of Forsta.
- 10.4. In the event that any provision of the Agreement shall be determined to be invalid, unlawful, or unenforceable to any extent, the remainder of this Agreement and each remaining provision of this Agreement shall continue to be valid and may be enforced to the fullest extent permitted by law.
- 10.5. Notwithstanding any other provision herein, Client acknowledges that any breach of this Agreement cannot be fully compensated by monetary damages, and agrees that Forsta shall have the right to seek injunctive relief in the event of any breach of this Agreement, in addition to damages and any and all other remedies at law or equity.