

## Forsta Surveys Additional Terms and Conditions

In conjunction with the master services agreement, however named, and the Sales Order, these Forsta Surveys Additional Terms and Conditions (collectively, the “Agreement”) describe your rights and responsibilities and state the terms and conditions under which you may use the Services. Please read this document carefully. By continuing to use the Services, you are indicating your acceptance to be bound by the terms and conditions of this Agreement between you and Forsta.

The Services means any Hosting Services, access and use of the Survey Tool Software Services, and Helpdesk Services provided by Forsta to Client under the Agreement.

Capitalised terms have the meanings assigned to them in the Sales Order or master services agreement between the parties (however named).

### 1. DEFINITIONS

All definitions provided in master services agreement, however named, are incorporated by reference herein. In addition, the following definitions will apply to these terms as used herein:

1.1 “Accessibility” will have the meaning given such term in Appendix 1, the Service Levels for Forsta Surveys.

1.2 “Qualified Complete” means a survey completed by a respondent that is not an over-quota, terminate, or dropout through access to or use of Forsta Surveys.

1.3 “Service Levels” means those service levels in Appendix 1 regarding the Accessibility of the Hosting Services with respect to Forsta Surveys.

1.4 “Survey Tool” means Forsta’s “Surveys” survey programming and reporting engine software, including any Improvements thereto and all files, documents and other materials accompanying the Survey Tool.

1.5 “Survey Tool Platform Fees” means the amounts payable by Client to Forsta in consideration for the Usage of Forsta Surveys, such amounts being set out in the Agreement. Survey Tool Platform Fees are determined by the number of Qualified Completes purchased and are not based on actual usage. The Survey Tool Platform Fees secure Client’s volume discount only during the initial Term, and the volume discount does not apply to the 60-day term extension or include any ad-hoc services used under Appendix 4.

1.6 “Technical Requirements” means the technical requirements in Appendix 2.

1.7 “Technical Standards” means the technical standards in Appendix 3.

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- 1.8 “Usage Fees” means the usage fees in Appendix 4.
- 1.9 “User IDs” has the meaning set forth in Article 2.3.

## 2. USE OF SERVICES/SOFTWARE

2.1 With respect to the Forsta Surveys Survey Tool, Forsta grants to Client, subject to the terms and conditions of the Agreement, the restricted, time-limited, non-exclusive, non-transferable and non-assignable right to access via the Internet and use the Proprietary Software, for (i) Client's internal survey programming purposes, and/or (ii) for Client's survey programming purposes on behalf of a third party and, in each case of the foregoing, solely for use by Authorized Users and not for use by any third party (other than independent contractors permitted pursuant to Article 2.2 of the Master Services Agreement) to perform any survey programming activities).

2.2 Client may store up to 15 gigabytes of data unless stated otherwise in the Sales Order. Total storage in excess of 15 gigabytes or the total storage otherwise permitted by the Sales Order will result in additional Usage Fees or other fees as proscribed in the Sales Order.

2.3 Only Authorized Users may use the Services and access the Survey Tool. Forsta shall, from time to time, provide Client with user IDs, passwords (including, without limitation, master passwords), codes (including, without limitation, master codes), certificates, and other identification devices and security processes or measures necessary for Authorized Users to access and use the Service Tool (collectively, the “User IDs”). Such security processes or measures may include, without limitation, secure login access methods provided to Client. No User ID may be shared by more than one Authorized User. Client shall be solely responsible for the assignment, distribution, use of and maintenance of all User IDs to its Authorized Users. Client agrees and shall cause its Authorized Users to agree not to assign and/or distribute any User IDs to individuals who are not Authorized Users. Client shall be responsible for ensuring the security and confidentiality of all User IDs provided to Client and related passwords, including without limitation master passwords, master codes, and secure login access methods. Client acknowledges that it will be fully responsible for all liabilities incurred through use of any such User ID and that any transactions under a User ID will be deemed to have been performed by Client. Client agrees to notify Forsta promptly in the event that any designated Authorized User is no longer employed with Client or no longer requires such access. Client further agrees to notify Forsta promptly in the event any unauthorized use of the User IDs is suspected.

## 3. HOSTING SERVICES

3.1 Unless otherwise provided in the Agreement, Client will be provided User IDs for access to the Hosting Infrastructure upon request.

#### 4. PRICE AND PAYMENTS

4.1 Fees under this Agreement will include Survey Tool Platform Fees, and Usage Fees as set forth in the Agreement, including each applicable Sales Order.

#### 5. HELPDESK SERVICES

If this Agreement includes Helpdesk Services or if Client has purchased Helpdesk Services for the Survey Tool:

5.1 Forsta will provide Helpdesk Services so that the Survey Tool will function substantially in accordance with the Specifications.

5.2 Forsta will provide Helpdesk Services twenty-four (24) hours a day, seven (7) days a week. Notwithstanding the foregoing, Forsta will not provide Helpdesk Services on the holidays listed here: <https://support.Forsta.com?cid=helpdesk> ("Non-Business Hours").

5.3 In response to Client's requests for support, Forsta will provide the following Helpdesk Services: (i) explanation of installation procedures, functions and features of the Services; (ii) clarification of Documentation; and (iii) error analysis.

Forsta shall undertake commercially reasonable efforts to acknowledge Client's request for Helpdesk Services within an initial response time of one (1) business hour on weekdays and an initial response time of two (2) business hours on weekends. Requests received on holidays will be acknowledged the next business day.

Should Client need and request Helpdesk Services during Non-Business Hours, Forsta will charge its then-standard rate. Prior to commencing Helpdesk Services during Non-Business Hours, Forsta may require an additional agreement in writing (an "Addendum"). The Addendum will describe the specific services to be performed and the hours in which they are scheduled to be performed by. The Addendum will expressly refer to this Agreement, be a part of this Agreement, and be subject to the terms and conditions contained herein.

5.4 Client is not restricted to one point of contact when contacting Helpdesk Services with requests; Client shall provide Forsta a list of designated contacts and any person so listed may reach out to Forsta independently for support.

5.5 If Client has purchased Helpdesk Services, and Client suspects that there is a failure or deficiency in the Services or the Survey Tool is not performing substantially in accordance with the Specifications, Client will notify Forsta in writing. The notice will include a description of the suspected defect or non-conformity and the circumstances of its occurrence. Upon receipt of such notice, Forsta will use commercially reasonable efforts to confirm the existence of the defect or non-conformity, correct it, and provide

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an explanation of the correction applied. If Forsta reasonably determines that there is no such defect or non-conformity, Forsta is entitled to charge Client for Support Services (as defined in Article 5.6) at Forsta's then- standard rate.

5.6 Client acknowledges that the Helpdesk Services are limited to the services and remedies expressly set out in this Agreement and exclude any customizations, adaptations, modifications or adjustments to the Services to meet Client's requirements or to correct any defect or non- conformity relating to:

- the use of the Services in combination with apparatus, systems, products or services where such combination was not provided by Forsta;
- the alteration or modification of the Services after delivery by Forsta, if such alteration or modification is made by a person other than Forsta or otherwise without Forsta's written authorization, direction, request or specification;
- Client's failure to incorporate any Improvements that Forsta has provided to Client;
- Client's operation of the Services in an erroneous way or outside what is described in the Documentation or non-compliance with any of the terms of this Agreement;
- the access to or operation of the Services by someone other than an Authorized User; the failure of Client's systems to meet the applicable technical requirements; or
- issues due to general internet latency and connection loss, or issues related to inadequate bandwidth, insufficient network, etc., and not related to the Hosting Services.
- Should Client require any such services outside the scope of the Helpdesk Services ("Support Services"), Client will engage Forsta at Forsta's then-standard rate and a work order may be issued by Forsta prior to such Support Services being rendered. Support Service hours will be billed in quarter hour increments (0.25) with a 0.25 hour minimum charge on all requests. Forsta reserves the right, in its sole discretion, to determine what is considered fair and reasonable within the scope of the Helpdesk Services.

5.7 Client's Helpdesk Services will expire upon the earlier of the expiration of the Helpdesk Services Term, earlier termination of the Helpdesk Services or the termination of this Agreement, as the case may be.

## 6. USE OF FORSTA SAMPLE MARKETPLACE

6.1 Third-Party Sample Service Providers. Forsta has engaged third-party sample service providers ("Sample Providers") to perform services related to connecting Forsta Surveys users to samples via access to and use of the Forsta Sample Marketplace so that Forsta Surveys users can purchase and launch surveys with the samples without leaving the Forsta Surveys platform. Accordingly, certain aspects of your use of the Forsta Surveys Services may be provided in connection with Sample Providers.

Forsta makes access to the Sample Providers available solely for your convenience and makes no representations or warranties with respect to the Sample Providers or with respect to access to samples of any kind. Forsta will not be responsible or liable, directly

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or indirectly, for any damage, loss, or liability caused or alleged to be caused by or in connection with any use, of or reliance on, any sample provided by a Sample Provider.

Sample Providers are not under Forsta's control, and Forsta makes no claim and accepts no responsibility regarding the quality, nature, availability, or reliability of the samples.

6.2 Payment Terms. Forsta may invoice you directly, on a monthly basis, for any applicable costs and fees associated with your purchase of samples obtained through the Forsta Surveys Sample Marketplace ("Marketplace Fees").

Marketplace Fees are calculated and will be invoiced on a per-sample basis for each survey completed by a respondent who is part of a sample obtained through the Forsta Surveys Sample Marketplace (each a "Marketplace Complete"). Where applicable and upon notice to Forsta from you, Marketplace Fees may be reduced for sample respondents who do not result in a Marketplace Complete (i.e., are an over-quota, terminate, or dropout).

You shall pay all invoiced amounts within thirty (30) days of the date of the invoice. If payment for any properly invoiced amounts becomes overdue by more than fifteen (15) days, Forsta reserves the right, in its sole discretion, to terminate your access to the Forsta Sample Marketplace. Forsta also may partner with Sample Providers to facilitate payments for your purchase of samples. Forsta may share your personal or transactional information with Sample Providers when necessary to process payments.

## APPENDIX 1. SERVICE LEVELS

1. The Hosting Infrastructure will be available at least ninety-nine point nine percent (99.9%) of the time over one (1) calendar month ("Accessibility").

2. The performance of the Services and related hardware components and network connectivity from Forsta Surveys's principal system locations will be included in the determination of Accessibility. The following will be excluded from any outage time when calculating Accessibility:

- scheduled maintenance and required repairs in which case three (3) calendar days' prior notice will be given by Forsta to Client;
- any loss or interruption of service due to third-party service providers;
- any loss or interruption of service due to causes otherwise beyond the control of Forsta or which could not reasonably have been foreseen by Forsta, including failure of public network or communication components;
- errors in Client programming, or any other aspect of the electronic files provided by Client; unauthorized use or misuse by authorized Clients;
- the failure of any components beyond the premise of Forsta demarcation; and the failure of any components which cannot be corrected due to inaccessibility.

3. If Forsta fails to provide the required level of Accessibility, it will provide the following credits in the table below. Client waives the right to claim any such reduction

unless a written claim is given to Forsta within thirty (30) days after the end of any calendar month in which it is claimed that required Accessibility was not achieved.

Range	Refund %
99.5 to 99.9	5%
99.0 – < 99.5	10%
98.0 – < 99.0	15%
< 98.0	25%

4. For Fatal or Severe errors during normal support hours please email [forstasupport@forsta.com](mailto:forstasupport@forsta.com) with the issue and start your subject line with "SEVERE ISSUE:" For emergency use during off hours for Fatal or Severe issues use the following email address: [ForstaSurveySevereDL@Forsta.com](mailto:ForstaSurveySevereDL@Forsta.com). Response times via email are noted in the table below.

Severity	Response Time	Resolution Time
Fatal*	30 Minutes	3 Hours
Severe**	1 Hour	8 Hours
*Fatal: Complete degradation — all users and critical functions affected. Item or service completely unavailable.		
**Severe: Significant degradation — large number of users or critical functions affected.		

APPENDIX 2.

CLIENT TECHNICAL REQUIREMENTS SCHEDULE

Forsta's Technical Requirements Schedule identifies supported browsers and is a general rule of thumb in regard to its level of browser support for each area within its system. Please visit <https://support.Forsta.com?cid=browsersupport> for the current Technical Requirements Schedule.

APPENDIX 3.

TECHNICAL STATEMENT OF ENCRYPTION AND SECURITY

1. The Hosting Infrastructure will have inbuilt security that is designed to allow access only to qualified Clients (those who have provided a valid ID and password when logging in). Forsta will not be held responsible for unauthorized access to the Hosting Infrastructure as a result of "hacking" or other unlawful conduct. Client is responsible for all use of the Hosting Infrastructure made through its Named Client's IDs and passwords whether due to the sharing of IDs, the accessing of Client PCs left logged on or otherwise. Client is responsible for managing its Clients, including IDs and passwords that are no longer valid and the need to assign new ones.

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2. Access to the Hosting Infrastructure will be provided through industry standard SSL encryption. Forsta's Hosting Partner employs security protocols like Type 2 SOC 1 report / SOC 2 report, SOC / ISO 27001, SSAE/SOC, ISO 27001 and 27017. All data transferred from the Hosting Infrastructure will be encrypted during transmission in accordance with industry practice.

3. Forsta currently makes reasonable efforts to back up all data on at least a daily basis. Backups are for disaster recovery purposes and not for restoration on demand. Backups are encrypted within the cloud environment. Forsta will have no liability to Client if any backup data is lost, damaged, or unrecoverable for any reason.

APPENDIX 4.

MONTHLY USAGE FEES

*Research Hub Data Storage*

<b>Storage Level</b>	<b>Total Storage (GB)</b>	<b>Monthly Fee</b>
Tier 1	0-15	Included
Tier 2	16-100	\$250
Tier 3	101-500	\$500
Tier 4	501-1000	\$1,000
Tier 5	1001-2000	\$1,500
Tier 6	2001-3000	\$2,500

*Dashboard Fees*

<b>Total Published Dashboards</b>	<b>Monthly Fee</b>
Up to 5	Included
6-50	\$500
51-100	\$1,000
> 101	\$2,500

*Video Usage Fee Schedule Published Dashboard Usage Fee Schedule*

Media Evaluator and Video Player Element	\$25 per 1000 views
Video Testimonial Fee Schedule	\$250 per question (up to 1000 uploads per question)

*Email Campaign Fee Schedule (as applicable)*

0-100,000 emails	Included
> 100,000 emails	\$0.01 per email