

## ACCEPTABLE USE POLICY FOR FORSTA PLUS

### 1. INTRODUCTION

- 1.1. This Acceptable Use Policy for Forsta Plus (the "AUP") is a part of and subject to the master services agreement (however named) (the "Agreement") between the Forsta entity referenced on the applicable Sales Order ("Forsta") that references this AUP (however indirectly) and the client named on such applicable Sales Order ("Client"). All capitalised terms have the meanings set forth in the Agreement unless otherwise stated herein.
- 1.2. Client hereby agrees to use (and ensure all its permitted users use) Forsta Plus services (including, but not limited to, Survey Designer, SmartHub, Digital Feedback, Studio, Genius, and the HX Platform) (the "Service") as described herein. The Service may be delivered via a SaaS model (the "SaaS Services") or via a cloud-based environment based on a cloud infrastructure (the "Cloud Service"). Where there are differences in the acceptable use of the Service based on such differing models, it is described herein.
- 1.3. Some actions by some clients may cause performance issues or trigger errors. It is not possible for Forsta to foresee all possible impacts stemming out of all possible use cases. It is therefore not possible for Forsta to provide exact limitations in all areas referenced herein. Forsta may at times request Client discuss new limitations that have been found to be necessary at any time. Forsta and Client will work together in good faith to find an acceptable solution by using reasonable efforts to explore alternative uses that do not create performance issues or trigger errors. Forsta may update the limitations in this AUP at times to address possible performance issues or errors in its discretion.
- 1.4. Forsta may take such actions as it deems appropriate when it becomes aware of a violation of this AUP by Client or its personnel that use the Service. These actions may include, but are not limited to, removal of access.
- 1.5. "You" (including its cognates) refers to Client or to any user to whom Client grants access to use the Service as appropriate.

### 2. PROHIBITED USE

#### 2.1. Illegal and Criminal Activity / Security Violations / Threats

You may not use the Service to engage in illegal, abusive, or irresponsible behaviour, including but not limited to:

- 2.1.1. criminal or civil violations of state, federal, or international laws, regulations, or other government requirements where such violations include but are not limited to theft or infringement of copyrights, trademarks, trade secrets, or other types of intellectual property; fraud; forgery; theft or misappropriation of funds, credit cards, or personal information;
- 2.1.2. unauthorised access to or use of data, services, systems or networks, including any attempt to probe, scan or test the vulnerability of either the Service or another system or network or to breach security or authentication measures, without express prior written authorisation of the owner of the system or network;
- 2.1.3. interference to the Service or any user, host or network including, without limitation, mail bombing, flooding, and deliberate attempts to overload a system;
- 2.1.4. use of an Internet account or computer without the owner's authorisation;
- 2.1.5. collecting information by deceit, including, but not limited to Internet scamming (tricking other people into releasing their passwords), password robbery, phishing, security hole scanning, and port scanning;
- 2.1.6. use of any false, misleading or deceptive TCP-IP packet header or any part of the header information in an email or a newsgroup posting;
- 2.1.7. use of the service to distribute software that covertly gathers information about a user or covertly transmits information about the user;
- 2.1.8. any activity or conduct that is likely to result in retaliation against the Service or us;
- 2.1.9. introducing intentionally or knowingly into the Service any virus, contaminating program or script code; or fail to use an up to date virus-scanning program on all material downloaded from the Service;
- 2.1.10. transmission of materials of threatening nature, including threats of death or physical harm, harassment, libel, racism, sexual or religious discrimination, and defamation; or
- 2.1.11. any other activity or conduct that unreasonably interferes with the Service, or other customers' use of our Service.

#### 2.2. Offensive Content

You may not publish, display or transmit via the Service any content that we reasonably believe:

- 2.2.1. is unfair or deceptive under the consumer protection laws of the applicable jurisdiction, including chain letters and pyramid schemes;

- 2.2.2. is defamatory or violates a person's privacy;
- 2.2.3. creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security, or interferes with an investigation by law enforcement bodies;
- 2.2.4. improperly exposes trade secrets or other confidential or proprietary information of another person;
- 2.2.5. is intended to assist others in defeating technical copyright protections;
- 2.2.6. infringes another person's trade or service mark, patent, or other property right;
- 2.2.7. is discriminatory in any way, including by way of sex, race, or age discrimination;
- 2.2.8. constitutes or encourage child pornography or is otherwise obscene, sexually explicit or morally repugnant;
- 2.2.9. facilitates any activity or conduct that is or may be defamatory, pornographic, obscene, indecent, abusive, offensive or menacing;
- 2.2.10. is excessively violent, incites violence, threatens violence, or contains harassing content or hate speech;
- 2.2.11. involves theft, fraud, drug-trafficking, money laundering or terrorism;
- 2.2.12. is otherwise illegal or solicits conduct that is illegal under laws applicable to you or to us; and
- 2.2.13. is otherwise malicious, fraudulent, or may result in retaliation against CONFIRMIT by offended viewers.

"Publish, display or transmit via the Service" includes web content, email, and any other type of posting, display or transmission, direct or by means of references, that relies on the Internet.

### 2.3. Copyrighted Material

You may not use the Service to publish, distribute, or otherwise copy in any manner any text, music, software, art, image or other work protected by copyright law unless Client:

- 2.3.1. has been expressly authorized by the owner of the copyright for the work to copy the work in that manner; and
- 2.3.2. is otherwise permitted by copyright law to copy the work in that manner.

### 2.4. Emailing and Spam

- 2.4.1. The Service may only be used to perform the following types of email send-outs:
  - 2.4.1.1. invitations to surveys actually hosted on the Service (except where otherwise agreed to by Forsta in writing), and reminders thereof;
  - 2.4.1.2. thank-you emails sent upon completion of a survey hosted on the Service;
  - 2.4.1.3. emails automatically generated as a result of respondents completing surveys ("sendmail" scripts);
  - 2.4.1.4. dispatching of exports (data-files or graphical reports) from surveys hosted on the Service
- 2.4.2. The laws and rules applicable to Client, will depend on the laws in the jurisdictions to which emails are being sent by you, and include e.g. CAN-SPAM Act of 2003 in the US, or the European Directive 2002/58/CE of 12 July 2002 on privacy and electronic communications. Following are some (but not all) activities that are strictly prohibited under most legislations we are aware of:
  - 2.4.2.1. sending unsolicited or undesired email messages ("spam")
  - 2.4.2.2. sending e-mails to recipients that have not provided their consent to receive e-mail via some affirmative means, such as opt-in procedures;
  - 2.4.2.3. sending email without providing in the email itself a simple way of requesting to be excluded from receiving additional emails from the originator of the email ("opt out");
  - 2.4.2.4. sending emails that do not accurately identify the sender's name, the sender's return address, and the email address of origin, or in general misrepresenting oneself;
  - 2.4.2.5. sending e-mails not identifying in the body where the e-mail address was obtained, for example, "You opted in to receive this e-mail from our xyz," and / or information on how to request evidence of the consent, for example, "If you would like to learn more about how we received your email address please contact Forsta at [abuse@yourdomain.com](mailto:abuse@yourdomain.com)"
  - 2.4.2.6. sending email for the primary purpose of commercial advertising or promotion, independent of whether a Forsta Plus survey is referred to or used;
  - 2.4.2.7. sending email with charity requests, petitions for signatures, or any chain mail related materials; and
  - 2.4.2.8. collecting the responses from unsolicited email.
- 2.4.3. You must post an [abuse@yourdomain.com](mailto:abuse@yourdomain.com) e-mail address on the first page of any Web site associated with the e-mail, and you must promptly respond to messages sent to that address. You must have a Privacy Policy posted for each domain associated with the mailing

### 3. REGULATIONS ON USAGE OF FORSTA PLUS SAAS

**For SaaS Services:** Each client is granted the following data storage levels at no additional cost: (i) 5GB for Respondent Image Storage files storage; (ii) 20GB for SmartHub and Survey Data storage (collected / uploaded text and data) across Client's survey and archive databases. You can verify utilized storage via the Software and / or logs provided to you, and you should regularly delete data and files so to reduce storage required. If Client goes above the allocated storage levels Forsta will inform Client, and Forsta will request you to delete data so that you get within the allocated storage levels. As an alternative to deleting data, you may buy more storage from Forsta.

**For Cloud Services:** Unlike the SaaS Services, the Cloud Services have specific limitations on resources for each Client. For the Cloud Services, a pool of resources is allocated to Client according to the Cloud Service license tier (the "Cloud Tier") as set forth in the Sales Order. If Client's use goes beyond the allocated resource levels, the Service may be unable to function, and you must either immediately change your usage to be within the allocated resource levels, or upgrade to a higher Cloud Tier. The usage limits specified below may not be achievable if insufficient resources have been allocated. In addition, certain features or functionalities available on the SaaS Service may not be available on the Cloud Service, see your agreement for details.

For certain parts of the Cloud Service, lower acceptable usage limits apply, and these are specifically noted in the text below.

As used in this AUP, the word **record** refers to any response, whether it is a "complete" questionnaire or not; the word **variable** is defined as a single, open text, numeric or date question or an element/answer of a multi, numeric list, open text list, ranking or grid question

This AUP uses the American approach of 1000-separator, namely 1,000 with a " , ".

#### 3.1. Data collection and emailing

- 3.1.1. Unless agreed differently in writing with Forsta, the total survey activity generated by your company across any and all surveys hosted on the Service shall not be above the thresholds listed below. Where your company necessitates exceeding the stated thresholds, then at least 5 business days prior to the planned release day of the survey, you must apply to exceed the limits by sending an email request to [support@forsta.com](mailto:support@forsta.com). A "High Capacity" fee may be applicable.

Pagehits (\*): Max 100,000 per hour

Email uploading / send-outs: Max 200,000 per day

(\*): One Pagehit is one questionnaire page delivered by the Service, independent of the number of questions and images on that questionnaire page.

- 3.1.2. The "per hour" figures for Pagehits are based on the assumption of a relatively even strain during one hour. As an example, 20,000 pagehits generated over 10 minutes equals 120,000 pagehits per hour, which exceeds the AUP level.
- 3.1.3. It is your responsibility to ensure that the number of emails sent does not exceed the total responses desired for the survey.
- 3.1.4. We do not provide any guarantees relating to deliverability, or to delivery times, of e-mails sent from the Service.

#### 3.2. Questionnaire Dimensions

- 3.2.1. Although Forsta has designed the Service to handle data collection and reporting strain generated by the most advanced activity of its users, extreme use may cause performance issues or errors. Forsta shall not be responsible for issues relating to extreme use. What would be considered as extreme use will depend on a set of parameters relating to the activity you are performing, and can relate to:
  - 3.2.1.1. Very long answer lists (500+ alternatives). It is instead recommended to use the Database Designer Add-On for such long answers list, and refer to the answer lists stored there through the "table lookup" or "hierarchy" settings on questions and loops, and utilize the "searchable multi" feature for respondent user interface when

appropriate;

- 3.2.1.2. Very long questionnaires (1000+ question nodes)
- 3.2.1.3. Very complex questionnaires with heavy scripting. "Heavy scripting" relates primarily to CPU consumption that a survey requires to be executed: the more script, and the more complex the script, the more CPU is needed;
- 3.2.1.4. Widespread usage of loops, particularly loops in loops; and
- 3.2.1.5. Heavy use of media-files.
- 3.2.1.6. Where Database Designer is being used for table lookup or hierarchy lists, up to 100,000 answer list items are supported under normal user conditions. Normal user conditions is where the number of concurrent respondents accessing the specific question type at any time is limited, masking is not applied, and that there are no additional Database Designer columns being referenced to. If additional columns are being utilized, the number of total answer list items must be reduced to retain proper performance. Contact support for guidance.

### 3.3. Reporting Limitations (including reporting APIs)

- 3.3.1. The Service supports a variety of reporting needs, but limitations may occur on heavy reporting use. Forsta shall not be responsible for issues, errors or failures affecting you, where the guidelines for use given below are not followed.
- 3.3.2. You shall not:
  - 3.3.2.1. Reportal specific:
    - 3.3.2.2. go beyond 10 000 filter categories on the filter page (e.g. if the filter page has three filters with 5 elements each that would be a total of 15 filter categories on the filter page);
    - 3.3.2.3. go beyond 1,000 data cells on a single page (e.g. If the page has two aggregated tables, both with a 10x20 dimension, that would be a total of 400 cells on the report page);
    - 3.3.2.4. go beyond 5,000 table cells per hitlist page (e.g. adding 10 questions to the hitlist, and setting the Table Rows-property to 500 rows per page will generate more than 5,000 table cells on a hitlist page).
    - 3.3.2.5. run Reportal reports with more than 200 tables per report;
    - 3.3.2.6. order exports, or publish reports, with more than 200 pages. This same limit applies to the Table Creation function in the API. Where you require reports in excess of 200 pages, it should create several smaller sized reports;
    - 3.3.2.7. attempt to re-run complex reports or exports that clearly seem to cause deterioration of performance on the Service. In such cases you must contact support for guidance;
    - 3.3.2.8. report simultaneously across more than 6 survey at the same time (in Multi-survey Reporting); and
    - 3.3.2.9. for External Data imports into Reportal (direct import of external data and schema in Triple-S format), the limits set forth in the table in 3.5.1 below apply.
    - 3.3.2.10.
- 3.3.3. Dashboards specific:
  - 3.3.3.1. go beyond 50 pages per Dashboards Dashboard
  - 3.3.3.2. go beyond 50 non-markdown widgets per Dashboards page
  - 3.3.3.3. go beyond 500,000 list rows in a Dashboards table
  - 3.3.3.4. go beyond 100 list columns in a Dashboards table
  - 3.3.3.5. go beyond 1,000 questions in Dashboards individual response
  - 3.3.3.6. go beyond 100 filters in the Dashboards filter panel
  - 3.3.3.7. go beyond 10 levels in Dashboards survey-based hierarchy
- 3.3.4. **Concurrent access to RVAs / RDAs / RAAs and similar Reportal report access features ("RxA"):** The number of concurrent RxA accesses the SaaS can handle depends on a number of factors related to how the underlying report has been built and programmed, and how large the underlying dataset is. Given the large number of factors that affect performance, it is not possible to pre-define any specific concurrency access limits. Forsta strongly urges you to contact support well in advance of any large-scale deployment for RxAs and provide to Forsta (i) concurrency access estimations; (ii) sample dataset; (iii) sample report. Together with you, Forsta will make reasonable efforts to jointly test performance of concurrency access levels. Where necessary based on the test results, you may be required to re-program or tune the reports made available via the RxAs as reasonably necessary to reduce server strain; and / or reduce or minimize concurrent access.
  - 3.3.4.1. Any of your users tasked to create and program reports to be accessed via RxAs, must review and take into account Forsta's documentation for best practices for programming in Reportal, available in an Appendix to the Reportal User Manual |

3.3.5. Active Dashboards Add On

- 3.3.5.1. Forsta reserves the right to restrict the volume of data available in a single or combined survey to 1 million records. Once the volume of data reaches 1 million records, Forsta will no longer support it using Active Dashboards. The dataset must be limited to that volume.
- 3.3.5.2. The maximum number of users that can be assigned across all dashboards is 5,000.

**3.4. Database Limitations**

- 3.4.1. For each survey created in Forsta Plus, collected data is stored in SQL database(s). The larger and more complex the data collection survey is (e.g., the more data, background variables and loops), the larger the database will be. Under certain conditions, very large databases (1GB and above) may experience a deterioration of performance. In such cases, Forsta will work with you to agree on reasonable steps to maintain acceptable database performance. Such steps may include, but are not limited to, the deletion of incomplete / screened / quotafull responses, subject to your prior written agreement.
- 3.4.2. Use of a survey database for feeding or redirect purposes only, thus causing only "incompletes" to be stored in the database, is not permitted unless Forsta has granted you prior written approval (commercial terms may apply). If such approval is granted, you are responsible for applying a "DeleteCurrentResponse" script to the survey, so to clean up the database on ongoing basis.
- 3.4.3. Before setting a survey into production, a "Launch Survey" task needs to be run. The underlying database structure generated upon running a "Launch Survey" task may become very large, depending on the size of the different aspects of the survey, such as number of questions, length of pre-defined answer lists, and size of open-ends, and number of languages. The Forsta Plus Software supports multilingual surveys, and the number of languages supported within one single survey will depend on the overall aggregate complexity of the survey. In some situations, the Launch Survey task may fail due to limits having been reached. In such cases our support teams will provide assistance in troubleshooting, and the outcome may have to be for you to redesign, reduce size, or reduce number of languages.

**3.5. Data Export/Import, Data Processing and Data Central Server**

- 3.5.1. The Service supports various data processing operations, such as: (i) Data Processing Rules; (ii) Data Central Server Rules; and (iii) Data export/import. Forsta shall not be responsible for issues relating to extreme use of such features. What would be considered as extreme use will depend on the data processing operations performed and the volumes of data being processed.
- 3.5.2. For all data exports, imports and data processing/data central server rules the size of the dataset that is processed should not exceed 100.000.000 cells, where the number of cells can be found by multiplying the number of records and the number of fields. In this context, a field is defined as a single, opentext, numeric or date question, or an element of a multi, grid, numeric list, opentext list, ranking question or capture order multi.
- 3.5.3. For all data exports, imports, data processing/data central server rules and data templates, the total number of fields, as defined above, should not exceed 50 000 .
- 3.5.4. The output file generated by exports using the Export GUI or the rule management system should not exceed 4 GB per file, including multimedia files.

**3.6. SmartHub**

- 3.6.1. For sources, combined sources and contact databases added to SmartHub, or surveys for which users select to "Create Reporting Data" in Forsta Plus authoring, the following limits apply:

Parameter	Limit
Max # of records in a survey source / (surveys and combined surveys)	10,000,000
Max # of records in a custom data table	1.000.000
Max # of fields in a custom data table	1.000
Max # of fields in a survey source	2,000
Max # of sources in a hub	5.000

Max # of fields in a contact database	500
Max # of records in a contact database	10,000,000
Max # of records in SurveyActivity in contact database	100,000,000
Max # of cells in a manual combined survey definition, defined as # of surveys mapped multiplied with # of fields	5,000

In this context, a field is defined as a single, opentext, multi, numeric or date question, or an element of a grid, numeric list, opentext list, ranking question or capture order multi.

3.6.2. In case you need to exceed any of these limits you must contact Forsta first.

**3.7. Quotas, Incompletes and Redirects**

- 3.7.1. Quotas and Screeners are to be placed at the beginning of the survey questionnaire.
  - 3.7.1.1. The use of quotas, screeners or redirects, or other means resulting in planned avoidance of the survey "complete" status being reached by a respondent having offered a reasonable amount of responses, is prohibited and may be regarded by Forsta as an attempt by Client to avoid your payment obligations under the Agreement.
  - 3.7.1.2. Exporting "screened" or "quotafull" data for the purposes of commercial exploitation (such as but not limited to providing such data to clients at a charge) is in breach of this AUP.
- 3.7.2. When setting up quotas, they should not exceed the following limits:
  - In Grid View Mode: The cross-table should not contain more than 1,000 cells.
  - In List View Mode: The table should not exceed 25 columns or 10,000 rows.
  - In List View mode with single targets enabled: The table should not exceed 10,000 rows.

**3.8. Tasks:** Such as: Exports of reports / Respondent Report PDF Export / Random Data Generator / Exports and imports of data / Bitstream / Variable Calculations / Data Processing / other

- 3.8.1. It is not allowed to order more than one type of task at the time for execution "asap", nor to schedule a number of tasks to start all at the same exact time (please spread them out in time).
- 3.8.2. The task execution time should not exceed 1 hour. Please contact support if in doubt.
- 3.8.3. Forsta Plus will only process one Respondent Report PDF Export ("RRPE") at the time for a given project (generated using sendpdfmail function calls). When using RRPE as part of a survey, you must take steps to spread survey completion across a reasonable period of time. Depending on how long time each export takes, significant queuing may occur. Example: Export takes 30 seconds, then you should not have more than 120 respondents taking the survey over a one-hour period (60 minutes / 30 seconds = 120).
- 3.8.4. For recurrent tasks you must (i) apply a realistic "end by" date so to avoid recurrence for a prolonged time; (ii) avoid selecting overly frequent recurrence such as hourly; (iii) avoid having too many recurrent tasks starting at the same exact same clock time; and (iv) disable the task when the survey is closed; (iv) not run multiple parallel export tasks on the same survey which cause the data to be exported more than once per hour.
- 3.8.5. Questionnaires or reports created on the Service shall only be used for running surveys on the Service. Any other use (e.g. for exporting to other applications or to other Forsta clients operating their own server environments) is not permitted, without our express prior written consent.

**3.9. Professional and Standard Panel Add-Ons**

3.9.1. In utilizing Professional and Standard Panels, the following limitations apply:

<b>Parameter:</b>		
Max # of Questions in a panel:	500	<i>Number of answers across all multi questions in the panel should not exceed 3000.</i>
Max # of Sampling Dimensions:	8	<i>Sampling Dimensions: The number of dimensions utilized for</i>

		<i>a given sample job</i>
Max # of Sampling Size:	25,000	<i>Sampling Size: The maximum number of panelists that can be returned based on one given sample job</i>
Max # of cells in combined dimensions:	3,000	<i>If you combine two or more dimensions inside the sample matrix ("interlocked"), where the number of segments is n1 in dimension 1, n2 in dimension 2 etc., the total number of cells will be n1*n2*n3*n4 etc) = max 3,000.</i>
Max. # of cells in the sampling matrix:	100,000	<i>If the matrix has 8 dimensions (combined or not ("non-interlocked")), where the number of segments is n1 in dimension 1, n2 in dimension 2 etc. the total number of cells will be n1*n2*n3*n4* etc) = max 100,000.</i>
Max # of Records across all panels:	5,000,000	<i>Records: A record is any panelist record, whether it is a "complete" panelist profile or not</i>
Max # of Records in Survey History:	100,000,000	
Max # of Records in Credit Transaction History:	100,000,000	

- 3.9.2. BitStream generations run on large datasets should be performed during off-peak hours. Further, it is not permitted to run multiple recurring BitStream generation tasks on one panel for the purpose of achieving data updates several times per hour.
- 3.9.3. Limit the number of open text fields included when sampling. BitStream files should only include the fields to be used in filtering and sampling matrices, not the fields you need for the respondent file.
- 3.9.4. Open text fields that are to be part of the BitStream files should be limited to 4 characters. Open text fields are not supported as segments in the sampling matrix.
- 3.9.5. To optimize the panel database: use Boolean data types and numeric codes whenever possible, and numeric ranges between 0 and 255 should be specified.
- 3.9.6. By using the "Panel Registration Survey" box in the Survey Overview area of Forsta Plus, you guarantee on behalf of Client that such survey is only used for panel registration and profile updates, and not for data collection normally conducted in research projects or surveys.
- 3.9.7. If you are updating panelist records by means of the "Sample Only" functionality shall not utilize such surveys for the purposes of data collection normally conducted in research projects or surveys.
- 3.9.8. In the event of repeated breach by you of 3.9.1 and/or 3.9.2, such breaches having been notified by Forsta by email to the Designated User responsible, Forsta may revoke such accesses at no liability to Forsta.
- 3.9.9. Professional and Standard Panel Sample Files may be deleted by Forsta after 60 days.

**3.10. Basic Panel**

- 3.10.1. Basic Panel is not offered for Cloud Service.
- 3.10.2. For SaaS Service, in utilizing Basic Panels, the following limitations apply:

Max # of Questions in a panel:	500	<i>Number of answers across all multi questions in the panel should not exceed 3000.</i>
Max # of Sampling Expressions:	50	<i>Sampling Expressions: The number of expressions utilized for a given sample job</i>
Max # of Sampling Size:	10,000	<i>Sampling Size: The maximum number of panelists that can be returned based on one given sample job</i>
Max # of Records:	500,000	<i>Records: A record is any response in the basic panel database, whether it is a "complete" response or not</i>

**3.11. Computer Assisted Telephone Interviewing (CATI) Add On**

- 3.11.1. Although the number of CATI interviewers and CATI interviewer groups that can be created in the Service is not limited by the license, not more than 5,000 in total should exist at any one time.
- 3.11.2. Although the number of scheduling routines that can be created in the system is not limited by the license, not more than 100 should exist at any one time.
- 3.11.3. Although the number of extended status groups that can be created in the system is not limited by the license, not more than 100 should exist at any one time.
- 3.11.4. Although the number of filters that can be created in the system is not limited by the license, not more than 50 should exist per survey.
- 3.11.5. In the event switch mode (starting an interview in one data collection mode, and ending it in another) is utilized by you in certain surveys, and where the ending point is a CATI or CAPI survey, it is normally expected that the majority of the data collection is being done on the CATI mode. In the event a majority of data collection being done on CAWI (the web data collection mode), this behavior may be regarded by Forsta as an attempt by Client to avoid its payment obligations outlined in the Agreement.
- 3.11.6. Although the number of scheduled calls that exist on the system is unlimited not more than 3,000,000 should exist in total across all surveys inside of a single Forsta Plus company unit. Scheduled calls are those that appear in the "Scheduled" list in the call management dialog for a survey.
- 3.11.7. For closed CATI surveys that have been inactive for 90 days the CATI calls and CATI interviewer/group assignments will automatically be deleted.
- 3.11.8. A Forsta Plus company should not exceed 2,000 concurrent CATI interviewers.

**3.12. Computer Assisted Personal Interviewing (CAPI) Add On**

- 3.12.1. A maximum of 25 surveys downloaded to an individual CAPI device
- 3.12.2. A maximum of 500 respondents assigned and downloaded to a specific survey on an individual CAPI device
- 3.12.3. A maximum of 500 responses collected in a specific survey on an individual CAPI device

**3.13. E-mail Opt Out Add-On**

- 3.13.1. For the E-mail Opt Out add-on, the following limits apply:
  - Max number of E-mails cleaned against the Opt Out Database: Max 50,000 per day
  - Max number of E-mails in the blacklists in the Opt Out Database: Max 500,000 in total

**3.14. Actions Add On (including Action Management and Action Planner)**

- 3.14.1. Compliance with applicable e-mailing laws: Action Management and Action Planner support the set-up of (automated) e-mailing routines. Independently of whether it is one of your employees who administrates such functions, or one End-User to whom Client has granted permissions to administrate the applicable functions, Client remains fully responsible for compliance with applicable laws as defined in the Agreement. This includes a requirement to abide by the e-mailing rules of the Acceptable Use Policy.
- 3.14.2. Client will remain responsible, under the Agreement, for all acts and omissions of any End User to whom you grant administrative access to Action Management or Action Planner, so it is strongly recommended that you train them accordingly.
- 3.14.3. End Users: There is no technical limit to the number of End User profiles that can be created and granted access to Action Management or Action Planner, provided however that commercial limitations may apply. Performance cannot be guaranteed for more than 25 concurrent users (users logged in at the same time). Reduced performance for heavy concurrent usage should be expected, and Forsta may need to impose limitations of concurrent usage so to ensure the continued stability of the SaaS service for all users.
- 3.14.4. Case Volume: Performance is only guaranteed for up to 25,000 cases, initiatives or actions returned in a query.
- 3.14.5. PII: End Users of Action Management and Action Planner will be able to see all data associated with their cases, initiatives and actions, which may include Personally Identifiable Information / Personal Data. Responsibility to make sure such information is not abused by End Users resides with Client.
- 3.14.6. Forsta reserves the right to throttle case generation if your account has a large number of



triggers and is affecting the ability for other users to create cases, initiatives or actions in a timely manner or otherwise operate the SaaS service.

**3.15. Forsta Plus Translator Add On**

3.15.1. Translator will be able to show answerlists of up to 1309 answers. Longer lists will not work.

**3.16. Genius Text Analytics Add On**

3.16.1. When submitting data to Genius Text Analytics for analyzing and retrieving sentiment and categories for unstructured text data, the following limits apply:

- Max size of each verbatim (one response on one opentext variable): Max 4,000 characters
- Max number of verbatims processed per hour: Max 5,000 in total
- Max number of verbatims processed per day: Max 60,000 in total

These limits apply regardless of whether a verbatim is reprocessed or processed for the first time. If you see you need to exceed any of these limits, you need to contact Forsta first before starting to submit data.

- 3.16.2. Verbatim data is kept on the Genius servers for 12 months after it was initially submitted, allowing reprocessing of already submitted data without additional charges. If verbatim data is to be reprocessed after data has been removed after 12 months, it will have to be resubmitted and another charge will incur per verbatim.
- 3.16.3. Any recurring task set up to submit verbatim data for text analytics and retrieve and store category and sentiment data back to Forsta Plus must be set up as incremental, so that only new or modified responses since last execution are submitted. Reprocessing of data must only happen exceptionally, for example on a revision of the models used for text analysis.
- 3.16.4. When using Concept Miner, users may only train one core at a time, and may only keep up to five (5) cores per account.

**3.17. Hierarchy Management**

- 3.17.1. For the hierarchy management module, the following limits apply:
  - Max. number of nodes in hierarchy: Max 50,000 nodes
- 3.17.2. Max. number of contacts in contact database linked to hierarchy: Max. 500,000 contacts

**3.18. Digital Feedback**

- 3.18.1. Unless agreed differently in writing with Forsta, the total Digital Feedback activity generated by Client across any and all programs hosted on the Service shall not be above the thresholds listed below. Where Client necessitates exceeding the stated thresholds, then at least 5 business days prior to the planned release day of the survey, you must apply to exceed the limits by sending an email request to support@forsta.com. A "High Capacity" fee may be applicable.
- 3.18.2. Digital Feedback requests:
  - Max 50,000 per hour
- 3.18.3. It is recommended that the survey setting "Create database row only after first page submission (open survey)" is enabled for surveys that are used in Digital Feedback programs.

**4. CONSEQUENCES OF (i) PROHIBITED USE, AND (ii) VIOLATIONS OF THESE REGULATIONS OF USAGE**

- 4.1. Violations of this AUP may result in (i) removal of offending materials; (ii) blocked access to, or partial or full suspension of Service; or (iii) other reasonable actions appropriate to address the violation. Forsta shall make reasonable efforts to contact you so that violations may be addressed voluntarily by you however we reserve the right to act without notice when necessary to preserve the stable, secure and uninterrupted operations of the Service.
- 4.2. You may be requested by Forsta to bring the offending or breaching materials in compliance with this AUP and the Agreement. Any costs incurred by you in conjunction with this shall be borne solely by Client.
- 4.3. We 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.
- 4.4. With the exception of our gross negligence or willful misconduct, we shall have no liability whatsoever

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to Client or its permitted users in connection with actions taken by Forsta in response to your violation of this AUP. Furthermore, Client and its permitted users shall not be entitled to any compensation under the Service Level Agreement if the cause of the issue is a breach of the AUP by you.

- 4.5. We will charge you and your company at our standard rates for Additional Services for work necessitated by it and related to breaches of the AUP by you. Charges will be applied reasonably, but repeated offences will be charged in full. Charges may e.g. apply when we are to (i) investigate or otherwise respond to any alleged or actual violation of this AUP by you; (ii) remedy harm caused to Forsta or any of our other customers by your use of the Service in violation of this AUP or the Agreement; (iii) respond to third party complaints related to your use of the Service in breach of the AUP; and (iv) work related to removal of our Internet Protocol numbers from any "blacklist" in the wake of your actions.

## 5. INCIDENT REPORTING

- 5.1. Any complaints regarding violations of this AUP should be directed to [abuse@forsta.com](mailto:abuse@forsta.com), and where possible, include details that would assist Forsta in investigating and resolving the complaint.

## 6. REVISIONS OF THIS AUP

- 6.1. We may modify this AUP at any time with thirty (30) days prior email notification (including via Newsletters) to Designated Users.

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## General recommendations when sending email invitations from the Service

To assist you in complying with the laws and regulations that prohibit 'spam' in email messages (e.g., CAN-SPAM Act of 2003 in the US and the European Directive 2002/58/CE of 12 July 2002 on privacy and electronic communications) we have prepared the following recommendations. **These are not a substitute for independent legal and regulatory advice obtained from your own advisors based on the situation, the specific circumstances and the particular jurisdictions, laws and regulations that apply.**

Generally, the laws in the US, Europe, Canada and many other jurisdictions prohibit sending unsolicited or undesired email or "spam." Some legislations require prior "opt-in". Many countries now require efficient "opt out" mechanisms – enabling the recipient to request exclusion from receiving additional emails from you. The opt-out exclusion must be implemented within certain timeframes, ten (10) days according to the US CAN-SPAM. Laws in most countries also generally prohibit sending emails that do not accurately identify the sender's name, return address and the email address of the originator of the email and generally prohibit misrepresenting one's identity. Many laws prohibit sending email for the primary purpose of commercial advertising or promotion, whether or not you are using or referring to a Forsta Plus survey, without consent and also restrict the use of email for soliciting charitable donations, petitions for signatures, chain emails or collecting responses from unsolicited email.

Here are some recommendations based on our experience:

1. Identify Purpose / Avoid Ambiguity. In the subject heading field clearly identify that this is a survey. Try and make it clear that it is not sales/ marketing
2. Avoid "spam" terms. Avoid using "spam" related terms as a teaser in the subject field (e.g. "win", "chance to win", "get paid to respond").
3. "From" and "Reply-To" email addresses must accurately identify the person or business who initiated the message. Avoid "spoofing"!
4. Your email should include a physical, postal mailing address where the recipient can reach you.
  - Under CAN-SPAM you can use either a physical street address or a postal box, but subscribers must have a way that they can send you registered, tracked, hard-copy mail via the postal system (a phone number is not required under CAN-SPAM).
  - In European Countries the requirement is for physical (street) address.
  - For UK registered companies, include the identity of the company sending the email, its registered address, registration number and place of registration.
5. Some legislations require a physical person to be included as the sender of the e-mail.
6. Be transparent - tell the recipient how you obtained access to his/her email address: For example:

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- “We at <company> are contacting our clients for this satisfaction survey.”
  - “You are receiving this invitation because you have joined the <company> panel.”
  - “We at <company1> have been asked to perform this study on behalf of <company2>, who provided your email address to us.”
4. Include opt-out information in the email e.g.,
- “If you do not wish to receive further invitations from Forsta to participate in surveys, please send an email to <email address> or click the following link <link>. It may take up to <number> days to process your request. If you receive further invitations or reminders during that period, please disregard them”
- Make sure the opt out procedures work. US CAN-SPAM requires you to honor a recipient's opt-out request within 10 business days.
5. Include a link to your Privacy Policy which clearly sets out how data that is collected will be used, how you intend to maintain anonymity of respondents. You should do so either in the Invitation email or at the beginning of the survey. We also recommend you to include a link to your Privacy Policy on every page of your questionnaire (easily achieved by including the link in the Web Interview template).

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### DOCUMENT CHANGE LOG

*The changes between this AUP version, and the version of the AUP published December 2020,*

*Updated branding and new application names  
Removed SOAP limits  
Moved Active Dashboards under Reporting section  
Removed Employee Pulse section*