

Forsta Master SaaS Agreement

This Forsta Master SaaS Agreement ("Agreement") is entered into by and between:

Forsta AS of Karenslyst allé 51, 0279 Oslo, Norway
Forsta Worldwide Ltd of Blue Fin Building, 110 Southwark Street, London, SE1 0SU, UK
Forsta, Inc. of 1 173 Ignition Dr., South Bend, IN 46601 USA
Forsta Solutions Inc. of Suite 500, 1168 Hamilton Street, Vancouver, BC V68 2S2, Canada
Forsta Australia Pty Ltd. of Suite 802, 107 Mount St North Sydney NSW 2060, Australia
Forsta Worldwide, Inc. of 1173 Ignition Dr., South Bend, IN 46601, USA
Forsta Europe Ltd. of 1st Katharine's Way, St Katharine's & Wapping, London, E1W 1UN, UK
Dapresy Deutschland GmbH of Engerschestr. 176, 33611 Bielefeld, Germany
Forsta AB of Sankt Persgatan 19, 601 89 Norrköping, Sweden
Forsta D.O.O. of Maglajska 1, Sarajevo 71000, Bosnia & Herzegovina

(hereinafter referred to as "**Forsta**"), and:

Company Name:		Registered Company Number (where applicable):	
Address:			

(hereinafter referred to as "**Client**") (collectively, the "Parties").

Initial Term of the Agreement:	From:		To:	
---------------------------------------	--------------	--	------------	--

WHEREAS Client desires to engage Forsta to provide the services described in this Agreement or relevant Sales Order(s) as mutually agreed to in writing by the Parties,

NOW THEREFORE, the Parties agree:

ARTICLE 1. DEFINITIONS

As used herein, the following terms will have the following meanings:

1.1. **Affiliate:** with respect to a Party, any entity Controlled by, or under common Control with that Party. As used in this definition, "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Party whether through the ownership of voting securities, by contract, or otherwise.

1.2. **AUP:** Forsta's acceptable use policy that sets forth usage guidelines, as well as the types of activities from which Client, Client Affiliates, Contractors and their Authorized Users must refrain, as made available from <https://legal.forsta.com/> or in the applicable Documentation. AUP is incorporated in this Agreement by reference.

1.3. **Authorized Users:** the individually named users who are employees or Contractors of Client or of Client's Affiliates, who are provided with a User ID by Forsta, and who are permitted to use the Services pursuant to this Agreement.

1.4. **Client Materials:** In relation to Client's use of the Services under this Agreement, (a) any surveys, questionnaires, reports, e-mail addresses, information, content, images, files, data including Personal Data,

or other materials created in, collected into, inputted to or imported into the SaaS Services by or on behalf of Client; (b) any materials in any format or medium whatsoever furnished to Forsta by or on behalf of Client under this Agreement; or (c) any application Client builds to interact or interface with the Services. For the purpose of this definition, any reference to Client shall include any Client Affiliate, and any Contractor working on Client's and Client Affiliate's behalf.

1.5. Confidential Information: any and all information in whatever form, whether disclosed orally or in writing and whether eye readable or machine readable, (a) that is made available by or on behalf of one Party (in such capacity the "Disclosing Party") to the other Party or its Affiliates or Contractors (in such capacity the "Receiving Party") or which is gained by the visit by the Receiving Party to any premises of the Disclosing Party or its Affiliate, whether before or after the Effective Date; and (b) which by its nature is confidential or ought to be recognized as confidential or proprietary, even if not marked with "Confidential" or "Proprietary" or words of similar import. Confidential Information includes, without limitation, specifications, technical literature, financial or commercial information, this Agreement, all content of the SaaS Services including the Software, all Improvements, and the Documentation. Confidential Information excludes information which is (a) known to the Receiving Party prior to disclosure without an obligation of confidentiality, (b) rightfully obtained by the Receiving Party without restriction from a third party, (c) already within the public domain, or (d) developed by the Receiving Party without reference to or use of the Disclosing Party's Confidential Information.

1.6. Contractors: Third-party organizations, or individuals not directly employed by Client or any Client Affiliate; where any of the foregoing having been engaged by Client or any Client Affiliate to access the Services or Documentation, as permitted under this Agreement, and any of the foregoing being subject to substantially the same level of controls by Client or any Client Affiliate as applied to its employed personnel, including non-disclosure agreements, and provided always such individuals or third party organizations are not in the business of developing data collection or reporting software.

1.7. Documentation: documentation, help files, client manuals, handbooks, or other written or electronic material provided by Forsta to Client in relation to the Services, as revised from time to time by Forsta.

1.8. Effective Date: the first day of the Initial Term.

1.9. Helpdesk Services: means maintenance, updates, and standard technical support services that are provided to Client by Forsta as further described in a Sales Order and Documentation.

1.10. Improvements: all modifications to the SaaS Services by Forsta.

1.11. IP: all types of intellectual property, whether or not capable of being registered, including but not limited to works of authorship, copyrights, inventions, discoveries, patents, trademarks, trade secrets, database rights, know-how, methodologies, algorithms, formats, software, source code, tools, data structures, and design protocols.

1.12. IP Rights: means all rights anywhere in the world (whether statutory, common or otherwise and whether registered or unregistered) relating to, arising from, or associated with IP.

1.13. Losses: All losses, liabilities, demands, claims, judgments, awards, damages, amounts payable in settlement, costs and expenses (including all reasonable legal and other professional fees, expenses and disbursements).

1.14. Malicious Code: Any virus, worm, Trojan horse, time bomb, spyware, or other malicious code intended to interrupt, corrupt, disable, or damage computer programs, systems, environments, or data, or to permit unauthorized access thereto but not software keys or other code designed to ensure compliance with applicable time-limited licenses.

1.15. Personnel: a Party's employees, contractors (including Contractors), suppliers, or agents, permitted to act on behalf of each Party and its respective Affiliates under the terms of this Agreement.

1.16. SaaS Services: the provisioning of access and use of the Software via a software-as-a-service model

by Forsta as described in a relevant Sales Order and accompanying Documentation.

1.17. Sales Order: the Forsta-issued form utilized for selling Services signed by both Parties or their respective Affiliates and which is incorporated into this Agreement by reference.

1.18. Services: SaaS Services or Helpdesk Services provided by Forsta to Client under the Agreement (including under any Sales Order).

1.19. Software: the relevant software provided via the SaaS Services (but excluding source code material and all preparatory design material) as further described in the Sales Order and relevant Documentation.

1.20. Taxes: all sales, excise or other taxes imposed on the sale, provision or use of the Services, other than Forsta's income taxes and property taxes on the equipment used by Forsta to provide the Services.

1.21. Term: the duration of time for which any right to use the Services is granted hereunder, as applicable, or any extensions thereto.

1.22. User ID: The unique access details issued to and used by each Authorized User for accessing and use of the Services. User IDs are offered with different permissions levels at different price levels as specified in the applicable Sales Order.

ARTICLE 2. PRICE AND PAYMENTS

2.1 Client will pay Forsta the applicable fees due under this Agreement (collectively, the "Fees") in the amount of and as set forth in each applicable Sales Order.

2.2 In addition to the Fees, Forsta will invoice Client for its reasonable and necessary travel and other out-of-pocket expenses incurred in providing the Services. An estimate of such expenses will be provided to Client for prior approval. Additional services requested beyond what are described in any Sales Order or other commercial document, however named, will incur costs at Forsta's list prices.

2.3 No additional terms and conditions in any purchase order or similar document provided by Client will become part of the Agreement, and all such terms are hereby rejected by Forsta.

2.4 All invoices for Fees and expenses will be due and payable, without any setoff, deduction or withholding whatsoever, no later than 30 calendar days after the date of the invoice (the "Due Date"), unless otherwise specified in the Sales Order. If payment is not made in full by the Due Date, Forsta may, at its option and without limiting any other rights it might have under the Agreement or under the law, suspend provision of the Services following 15 days written notice of nonpayment, unless payment is received during such 15 day period, without the suspension being considered as a termination of the Agreement.

2.5 All Fees are exclusive of Taxes, and Client will be responsible for the payment of all Taxes.

2.6 Forsta reserves the right to increase prices at renewal of any Sales Order, subject to any terms agreed in such Sales Order.

ARTICLE 3. TERM AND TERMINATION OF AGREEMENT

3.1. This Agreement will be effective for the Initial Term and will renew for successive 12-month terms unless either Party gives written notice no later than 30 days before the end of the then-current term. For clarity, the expiration of this Agreement will supersede any term of any Sales Order or other commercial document executed hereunder and such document(s) will expire on the same day as this Agreement.

3.2. Either Party, without prejudice to its other remedies and without liability to the other Party, may terminate the Agreement upon thirty (30) calendar days' written notice to the other Party if the other Party is in material breach of this Agreement and fails to cure such breach within such thirty (30) calendar days' notice period, or immediately upon written notice if the other Party's material breach is incurable.

3.3. Forsta reserves the right to, directly or indirectly, and by use of its disabling methods or any other lawful means, suspend Client's, its Affiliates', Contractors', or any Authorized User's access to the Services, without incurring any obligation or liability, if (a) Forsta receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Forsta to do so; or (b) this Agreement expires or is terminated; or (c) Forsta reasonably concludes that: (i) Client's, its Affiliates', or its Contractors' use thereof is causing, or has a significant likelihood of causing, immediate harm to Forsta or others, or (ii) Client, its Affiliates, or its Contractors have failed to comply with any term of this Agreement, including, without limitation, the AUP and payment terms, or accessed or used the SaaS Services or Documentation beyond the scope of the rights granted or for a purpose not authorized under this Agreement or in any manner that does not comply with any instruction or requirement of the Documentation; or (iii) Client, its Affiliates, or its Contractors are violating an applicable law. In the case that Forsta suspends access to the SaaS Services or Services under paragraph (c) of this Section, Forsta shall promptly notify Client of the suspension and the Parties shall attempt in good faith to resolve the issue. Forsta shall not be liable to Client or to any third party for any liabilities, claims, or expenses arising from or relating to any suspension of the Services in accordance with this Section. Nothing in this Section will limit Forsta's rights at law or as set forth in this Agreement.

3.4. Either Party may terminate the Agreement immediately upon notice to the other Party if the other Party: (i) becomes the subject of any order or other process calling for the appointment of a receiver, administrator, trustee, nominee or other similar official; (ii) is wound up or dissolved, becomes or is declared insolvent; (iii) is involved as a debtor, voluntarily or involuntarily, in any proceeding for relief under the Federal Bankruptcy Code (or any statutory re-enactment or modification thereof); or (iv) ceases to or threatens to cease to carry on all or a substantial part of its business.

3.5. Termination or expiration of this Agreement will not prejudice any rights of either Party which have arisen on or before the date of termination or expiration. If this Agreement is terminated due to Forsta's material breach, Forsta will refund to Client any unused portion of the prepaid Fees on a prorated basis. Without limiting the generality of the foregoing, if Forsta terminates this Agreement pursuant to Section 3.2 or Section 3.4, all Fees that would have become payable had the Agreement remained in effect until expiration of the Term will become immediately due and payable, and Client shall pay such Fees, together with all previously-accrued but not yet paid Fees, on receipt of Forsta's invoice therefor.

3.6. Survival. In the event of expiration or termination of this Agreement, all outstanding payment obligations as well as the following provisions of this Agreement shall survive and continue in effect and shall inure to the benefit of and be binding upon the parties: Articles 1, 2, 3, 4, 5, 6, 7, 8, 9.6, 9.7, 9.12, 9.13, 9.16, and 11.

ARTICLE 4. INDEMNIFICATION AND LIMITATION OF LIABILITY

4.1. Forsta will defend, indemnify (including settling at its own expense) and hold Client, Client Affiliates and their respective officers, directors, employees, agents, permitted successors, and permitted assigns (each, a "Client Indemnitee") harmless from and against any third-party claim (other than a claim by Client Affiliates or Client Indemnitees) that the Client's or any Client Affiliates' or Authorized Users' access to or use of the Services or Documentation infringes any third-party IP Rights (a "Claim").

4.2. In the event of Forsta's indemnification of a Claim, Forsta may, at its option, either procure the right to continue providing the Services, replace or modify the Services to make it non-infringing, or, if neither of the foregoing is reasonably feasible in Forsta's opinion, Forsta may terminate this Agreement immediately without any further liability to Client other than to refund to Client the unused portion of any unearned pre-paid Fees, and with no continuing obligation on the part of the Client for fees owed thereafter in the event of a multi-year Term.

4.3. Forsta shall not have any liability for any Claim if such Claim is based on (a) use of other than the latest release of the Services provided to Client by Forsta, (b) use or combination of any of the Services, with programs or data not provided by Forsta, (c) modification to the Services, or (d) compliance with Client's instructions relating to such Services.

4.4. Client shall indemnify, defend and hold harmless Forsta, its Affiliates, contractors and third-party

suppliers, and each of its and their respective officers, directors, employees, agents, permitted successors, and permitted assigns (each, a "Forsta Indemnitee") from and against, all Losses suffered or incurred by it or them as a result of any third-party claim (other than a claim of an Affiliate of a Forsta Indemnitee) arising out of or related to

- 4.4.1. Client Materials, including any processing of Client Materials by or on behalf of Forsta in accordance with this Agreement;
- 4.4.2. Forsta's use of any other materials or information (including any documents, data, specifications, software, content, or technology) provided by or on behalf of Client or any Authorized User;
- 4.4.3. Forsta's compliance with any specifications or directions provided by or on behalf of Client or any Authorized User;
- 4.4.4. Client's alleged breach of any of its representations, warranties, covenants, or obligations under this Agreement; or
- 4.4.5. any gross negligence or more culpable act or omission (including recklessness or willful misconduct) by Client or any Authorized User, or any third party on behalf of Customer or any Authorized User, in connection with this Agreement.

4.5. The indemnification obligations contained in this Article 5 are subject to the party requesting indemnification (the "Indemnified Party"):

- 4.5.1. promptly notifying the other party (the "Indemnifying Party") of any claim or litigation that is subject to such indemnification obligation;
- 4.5.2. not making any admission or statement or taking any action that will cause an increase to the Indemnified Party's liability; and
- 4.5.3. permitting the Indemnifying Party, at its election, to control the defense or settlement of any such claim or litigation, provided always that no settlement may be made by Indemnifying Party that involves an admission of liability on the part of the Indemnified Party without such Indemnified Party's prior written consent, which shall not be unreasonably withheld or delayed. The Indemnified Party shall have the right, at its own expense, to participate in the defense of any such claim or litigation through counsel of its own choosing and shall in any event cooperate reasonably with the Indemnifying Party in the defense of such claim or litigation.

4.6. CLIENT EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE SERVICES IS AT CLIENT'S SOLE RISK. EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN THE AGREEMENT, ALL CONDITIONS, WARRANTIES, TERMS AND UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, ARE HEREBY EXCLUDED TO THE EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. IN PARTICULAR, ANY AND ALL WARRANTIES ARISING IN LAW OR FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USE OF TRADE ARE EXPRESSLY EXCLUDED. CLIENT HEREBY DISCLAIMS ANY RELIANCE ON ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. HOWEVER, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE PARTIES DO NOT INTEND TO LIMIT ANY LIABILITY OR EXCLUDE ANY WARRANTY OR CONSUMER PROTECTION LEGISLATION THAT CANNOT BE LIMITED OR EXCLUDED BY VIRTUE OF THE LAW GOVERNING THIS AGREEMENT.

4.7. EXCEPT WITH RESPECT TO BREACHES OF ARTICLE 5 (CONFIDENTIAL INFORMATION), INDEMNIFICATION OBLIGATIONS, OR ANY LIABILITY THAT CANNOT BE LIMITED BY LAW, THE LIABILITY OF FORSTA TO CLIENT (OR ANY OTHER THIRD PARTY CLAIMING THROUGH CLIENT VIA INDEMNITY OR OTHERWISE) ARISING FROM OR RELATING TO THIS AGREEMENT, THE SERVICES, HOWEVER CAUSED AND WHETHER THE CLAIM ARISES IN CONTRACT, TORT, BREACH OF WARRANTY, STRICT LIABILITY OR OTHER THEORY OF LIABILITY, WILL, TO THE MAXIMUM EXTENT PERMITTED BY LAW, BE LIMITED TO DIRECT DAMAGES ACTUALLY INCURRED AND WILL NOT EXCEED 125% OF THE FEES PAID BY CLIENT FOR THE SPECIFIC SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE-MONTH PERIOD PRECEDING A CLAIM. IN NO EVENT WILL FORSTA HAVE ANY LIABILITY FOR CLAIMS TO THE EXTENT ATTRIBUTABLE TO THE ACTS OR OMISSIONS OF CLIENT OR ANY THIRD PARTY CLAIMING THROUGH CLIENT VIA INDEMNITY OR OTHERWISE. ALL CLAIMS THAT CLIENT HAVE AGAINST FORSTA UNDER THIS AGREEMENT WILL BE AGGREGATED TO SATISFY THE LIMIT AND MULTIPLE CLAIMS WILL NOT ENLARGE THIS LIMIT.

4.8. NO EVENT WILL EITHER PARTY BE LIABLE (OR ANY OTHER THIRD PARTY CLAIMING THROUGH CLIENT VIA INDEMNITY OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE, LOSS OF PRODUCTION, BUSINESS,

REVENUE OR PROFITS OR DIMINUTION IN VALUE, IMPAIRMENT, INABILITY TO USE SERVICES, LOSS, INTERRUPTION OR DELAY OF THE SERVICES, WASTED ADMINISTRATIVE TIME, COST OF PROCURING OR MIGRATING TO SUBSTITUTE SERVICES, DAMAGES OR LOSSES RESULTING FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DESTRUCTION, LOSS, DAMAGE, CORRUPTION, RECOVERY OR DELETION OF TRANSIENT DATA, OR DELAYS IN OPERATION OR TRANSMISSION OR DEPLETION OR LOSS OF GOODWILL OR REPUTATION EVEN IF THE PARTY IS OR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HOWEVER, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE PARTIES DO NOT INTEND TO CHARACTERIZE ANY DAMAGES AS INDIRECT THAT ARE REQUIRED BY THE LAW GOVERNING THIS AGREEMENT TO BE CHARACTERIZED AS DIRECT.

ARTICLE 5. CONFIDENTIAL INFORMATION

5.1. The Receiving Party agrees to hold the Disclosing Party's Confidential Information in strict confidence and not to disclose such Confidential Information to any third party or to use it for any purpose other than in connection with the subject matter of this Agreement, or as specifically authorized by Disclosing Party in writing. The Receiving Party agrees that it shall employ all reasonable steps to protect the Confidential Information of the Disclosing Party from unauthorized or inadvertent disclosure, including without limitation, steps that it takes to protect its own proprietary information; provided, however, that no less than a reasonable degree of care to protect the Confidential Information shall be maintained at all times. A Receiving Party may disclose the Disclosing Party's Confidential Information to its Personnel only on a "need to know" basis and only to such Personnel who are bound by written confidentiality obligations no less strict than those set forth in this Agreement. A Receiving Party will be responsible for any breach of these confidentiality obligations by its Personnel.

5.2. Notwithstanding the foregoing, a Receiving Party will be entitled to disclose a Disclosing Party's Confidential Information which is required or ordered to be released by law or by any court or tribunal, or to comply with any governmental or legal requirements, provided that reasonable notice is first given, to the extent permitted, to the Disclosing Party and all reasonable non-financial cooperation is given in order to allow the Disclosing Party to seek a protective order. Subject to the foregoing sentence, such Receiving Party may furnish that portion and only that portion of the Confidential Information that the Receiving Party is legally compelled or is otherwise legally required to disclose on the advice of the Receiving Party's legal counsel.

5.3. Notwithstanding the foregoing, each Party may reveal to third parties that a relationship exists between Client and Forsta, without revealing the scope, content or any other Confidential Information related to the engagement.

5.4. Upon request at any time during or after the Term each Party shall subject to any legal or regulatory obligations imposed upon the Receiving Party requiring it to retain copies of specific Confidential Information return such Confidential Information of the other or delete, destroy, and make permanently unusable such Confidential Information and upon written request of the other Party certify destruction in writing within ten (10) days. Any request by Client for Forsta to return Confidential Information stored on the SaaS Service shall be subject to the additional fees at Forsta's then current rates, subject to Forsta having enabled Client throughout the Term to export such Confidential Information via the SaaS Services at Client's own initiative and at no additional cost to Client. Notwithstanding anything to the contrary herein, copies of the Confidential Information, including Client Materials, made incidental to normal backup of the Forsta's computer network, including the SaaS Services, are not required to be returned or destroyed; provided, however, that any such Confidential Information so retained shall remain subject to the confidentiality and data protection provisions contained herein for so long as it is retained by Forsta.

5.5. The provisions of this Article supersede and replace any and all conflicting provisions of any other confidentiality or similar agreements between the Parties in force prior to the date hereof.

ARTICLE 6. DATA PROTECTION

6.1. Client warrants that, to the extent required by applicable law, personal data (or other such applicable term in applicable laws related to data that identifies a natural person) that may be contained in Client Materials, will be used, transmitted and disclosed according to applicable law. Client shall ensure

that all Personal Data (as defined by applicable law) is encrypted prior to or upon transmission thereof. Client shall defend, indemnify and hold Forsta Indemnitees, harmless from any Losses that may result from a breach of this Article.

6.2. Forsta will process personal data according to the Data Processing Agreement located at <https://legal.forsta.com/legal/forsta-data-processing-agreement/>.

ARTICLE 7. NOTICES

7.1. Notices under this Agreement must be in writing and may be served either personally (hand delivery) or by nationally or internationally recognized courier service, registered or certified mail, return receipt requested, to, for Forsta, the address specified for the Forsta entity listed in the preamble of this Agreement with a copy via email to legal@forsta.com; for Client, or its Affiliates', as applicable, at the address listed in its Sales Order.

7.2. Any notice served personally will be deemed to have been received on the date delivered and any notice served by nationally or internationally recognized courier service, registered or certified mail shall be deemed to have been received two (2) business days after its mailing. Notwithstanding the foregoing, the Party serving notice also agrees to contact the other Party by telephone or e-mail if the message is time critical.

ARTICLE 8. GENERAL PROVISIONS

8.1. This Agreement, including all appendices, attachments, Sales Orders and any documents incorporated by hyperlink, constitutes the entire understanding between the Parties concerning the Services and, unless otherwise agreed, this Agreement supersedes any prior agreement(s) with respect to the Services but will not be deemed a waiver of rights with respect to, or act to extinguish, any pending obligations arising from such prior agreement(s). No provision, right or obligation of or under this Agreement may be modified or waived unless done pursuant to a writing signed by an authorized representative of each Party. In the event of any conflict between the terms of this Master Services Agreement and the terms of any Sales Order, product specific terms, or Data Processing Addenda, except when the terms in a Sales Order, statement of work, or any other referenced or incorporated document directly state that they supersede a term or condition of the Agreement. Each addendum agreed in writing between the Parties takes precedence over the original document which it amends, and any previously agreed addenda thereto. No terms or conditions endorsed upon, delivered with, or contained in Client's purchase order, specification, or similar document will form part of this Agreement unless agreed in a signed written instrument between the Parties.

8.2. Nothing in this Agreement will create any association, partnership, joint venture, employer-employee or agent-principal relationship between the Parties. The Parties agree that in all matters relating to this Agreement, each Party shall act as an independent contractor and shall not expressly or impliedly represent that it has any authority to assume or create any obligation on behalf of the other Party.

8.3. The provisions of this Agreement that expressly or by implication are intended to survive its termination or expiration will survive and continue to bind both Parties.

8.4. If any provision of this Agreement is held to be invalid, the remaining provisions will remain in full force and effect.

8.5. Governing law and Jurisdiction

8.5.1. This Agreement shall be construed in accordance with and governed by the laws of, and resolution of any disputes arising from or related to this Agreement shall be subject to exclusive jurisdiction of the courts located in, the jurisdiction corresponding with the Forsta entity as stated in the below chart:

Forsta entity	Governing law and jurisdiction
Forsta AS	Norway.

Forsta Worldwide Ltd or Forsta Europe LTD	England and Wales.
Forsta, Inc.	The State of New York not including its choice of law provisions.
Forsta Worldwide, Inc.	The State of California not including its choice of law provisions.
Forsta Australia Pty Ltd.	New South Wales, Australia.
Forsta Solutions Inc.	British Columbia, Canada.
Forsta D.O.O.	Bosnia & Herzegovina.
Forsta AB	Sweden.
Dapresy Deutschland GmbH	Germany Bielefeld

8.6. THE PARTIES EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING, OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.

8.7. Attorneys' Fees. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party against the other Party arising out of or related to this Agreement, the prevailing Party is entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing Party.

8.8. Forsta is committed to fair competition and the rule of law, and it is the Forsta's policy not to participate in bribes or corrupt activities of any nature. Client represents and warrants that it has exercised independent business judgment in purchasing or renewing Forsta's products, and has not been offered payments or other benefits to enter into this contract, except the contractual benefits set forth herein.

8.9. Client may not assign, delegate or transfer, by operation of law, merger, sale or otherwise this Agreement or any of the rights or obligations hereunder, without the express prior written consent of Forsta. Any assignment or transfer of this Agreement made in contravention of the terms hereof shall be null and void. Subject to the foregoing, this Agreement shall be binding on and inure to the benefit of the Parties' respective successors and permitted assigns.

8.10. Forsta shall be permitted to subcontract the performance of any Services to any third party provided that such arrangement shall not relieve Forsta of any of its obligations hereunder and further that Forsta shall be liable to Client for the acts and omissions of its subcontractors.

8.11. The failure of either Party to insist upon or enforce strict conformance by the other Party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such Party's right unless made in writing and shall not constitute any subsequent waiver or relinquishment.

8.12. Client acknowledges that Forsta is in the business of providing computer and information technology services and may perform services similar to the Services for other persons. Subject to Forsta's confidentiality obligations under this Agreement, Forsta retains the right and nothing shall prevent Forsta from using any ideas, concepts, methods, processes, know-how, organization, techniques, or any service, in providing any services to any third person; provided that the foregoing do not contain any Confidential Information of Client or any Client's Affiliates.

8.13. Mergers and Acquisitions.

8.13.1. This section shall apply if, during the term of the Agreement, directly or indirectly Client: (i) acquires, merges, or consolidates with or is acquired by, merged, or consolidated into any other entity; or (ii) acquires all or a substantial proportion of the assets of another entity (either of the foregoing an "M&A Event"), and such other entity was at the time of the M&A Event an existing licensee of the Services (irrespective of version or whether a SaaS or on-premise model) (a "Relevant Entity").

8.13.2. Upon occurrence of an M&A Event, Client shall, on the condition of payment of the Relevant Entity Fees mentioned herein, be entitled to: (i) permit any Relevant Entity to access and use the Services subject to the terms of this Agreement; and (ii) use (or permit any of Clients' Affiliates to use)

the Services on behalf of any such Relevant Entity or the assets of any such Relevant Entity. The agreement and Sales Orders of the Relevant Entity (the "Entity Terms") shall remain in full force and effect until they terminate or expire in accordance with such Entity Terms.

8.13.3. Where 8.13.2 (i) or (ii) above apply, Client shall pay the following based on the total fees invoiced to the Relevant Entity in respect of the 12-month period immediately preceding the M&A Event ("Relevant Entity Fees"): (i) for the first year following the M&A Event, the agreed price for any Services used by that Relevant Entity but in any case not less than 100% of the Relevant Entity Fees; (ii) for the second year following the M&A Event, the agreed price for any Services used by that Relevant Entity but in any case not less than 100% of the Relevant Entity Fees; and (iii) for the third year following the M&A Event, the agreed price for any Services used by that Relevant Entity but in any case not less than 75% of the Relevant Entity Fees. By way of example, if the remaining license period under the Entity Terms at the M&A Event is nine (9) months, then fees under the Entity Terms shall remain due for those nine (9) months until the Entity Terms expire; then additionally Client shall pay no less than 100% of the Relevant Entity Fees outlined above prorated for three (3) months and then no less than 100% of the Relevant Entity Fees for the next twelve (12) months thereafter and then no less than 75% of the Relevant Entity Fees for the next twelve (12) months thereafter.

8.13.4. In exchange for the fees paid by Client in accordance with Sections 8.13.3 (i) and (ii) Client shall be entitled to request and obtain for the relevant license period Services up to that value calculated using the same product price levels as those agreed in the applicable Client Sales Order under this Agreement.

8.13.5. If an M&A Event occurs, Forsta may require that the Parties discuss, in good faith, the possible renegotiation of the Agreement at any time after such M&A Event until the expiration of the relevant Entity Terms.

8.14. Non-solicitation. Neither Party will knowingly and deliberately, directly or indirectly, solicit or recruit, either as an employee, agent, subcontract or independent contractor, any employees or contractors of the other Party during the Term and for twelve (12) months thereafter without the other Party's prior written consent. This restriction will not apply where (as shown by written records or other evidence reasonably satisfactory to the other Party) the employee or contractor is employed as a result of an open market employment campaign without direct solicitation of the employee or contractor or if the employee or contractor is referred on an unsolicited basis by an employment agency.

8.15. Force Majeure. Forsta will not be held liable or responsible to Client, nor be deemed to have defaulted under or breached this Agreement, for failure or delay in fulfilling or performing any of its obligations under this Agreement to the extent, and for so long as, such failure or delay is caused by or results from causes beyond the reasonable control of Forsta (a "Force Majeure Event") including, but not limited to, any delays or disruptions in the SaaS Services or Services attributable to the Internet or other causes outside of the reasonable control of Forsta, caused by Client's inability to connect to the Internet, or relating to service or other downtimes permitted by this Agreement, any act of God, fire, natural disaster, epidemics, pandemics, accident, terrorism, war, cyberattack, acts of war (whether war be declared or not), insurrections, riots, civil commotion, strikes, lockouts or other labor disturbances, acts of governments, such shelter-in-place or similar orders, or any acts, omissions or delays in activity by any governmental authority. If Forsta is prevented or delayed in performing because of a Force Majeure Event, it will promptly notify Client of the circumstances giving rise to the Force Majeure Event and, if possible, provide a projected duration of the Force Majeure Event. If a Force Majeure Event continues for longer than thirty (30) days, either Party will thereafter have the option of terminating this Agreement immediately upon written notice to the other Party without any resulting liability for early termination.

ARTICLE 9. USE OF SERVICES/SOFTWARE

9.1. 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 Services for its internal business purposes, including activities which Client or any Client's Affiliate performs on behalf of its or their clients. Client is not granted any license or right to use any other IP that Forsta may own,

have licensing rights to, or otherwise control except as specifically specified in a Sales Order. Client shall not, and will ensure that its Affiliates shall not, directly or indirectly, resell or sublicense the Services or purport to do so.

9.2. Client may grant access and use of the Services to the Authorized Users only and is expressly prohibited from granting a User ID to their customers, or to any other third party other than Contractors. Client and Client's Affiliates may use the Services to process its and their own data for its and their own internal and commercial business purposes only, including activities which Client or any Client's Affiliate performs on behalf of its or their clients. Contractors' access to and use of the Services shall be restricted to the performance of activities which Client or Client's Affiliate has engaged Contractor to perform for it. Contractors are not allowed to use the Software, the Services, or the Documentation to perform work on their own behalf or on behalf of any other party. At Forsta's request at any time during the Term, Client shall promptly provide Forsta with a list that sufficiently identifies the Contractors Client has authorized to use the Services pursuant to this Section. Client shall remain responsible for all acts and omissions of its Authorized Users and all activity that occurs under each User ID, as if those were the actions or omissions of the Client itself. No more than one (1) Authorized User shall have access to each User ID, and Client shall ensure that User IDs are not shared.

9.3. Should any Client's Affiliates at any time cease to have such Affiliate status as defined in this Agreement,

9.3.1. all rights granted hereunder to such Affiliate will immediately become null and void;

9.3.2. Client shall remove access to the Services from the Affiliates and their Contractors immediately; and

9.3.3. Client will remain responsible for the acts of the former Affiliate and its Contractors until access has been properly removed.

9.4. Client shall acquire no title or ownership to the Services, Improvements, or the Documentation, all of which are and will remain the IP of Forsta or its service partners. Client may make additional copies of the Documentation provided that distribution of such copies will be restricted to Client's Personnel and will be subject to the mutual confidentiality terms set out in this Agreement. For the avoidance of doubt, except as expressly provided in the Agreement, Forsta shall own all IP Rights with respect to any Improvements or IP created from the provision of any Services under the Agreement.

9.5. Without limiting any of its other rights, Forsta reserves the rights to restrict all uses of the Services to assure compliance by Client and Authorized Users who have access to the Services and are not in compliance with the terms and conditions of this Agreement during the period of such non-compliance.

9.6. Except as expressly provided otherwise in this Agreement or the Documentation, Client will not (i) modify, copy or create any derivative works based on the Services or Documentation; (ii) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, offer in a service bureau, or otherwise make the Services or Documentation available to any third party; (iii) reverse engineer or decompile any portion of the SaaS Services or Documentation, including but not limited to, any software procured and utilized by Forsta in the provision of the SaaS Services and Documentation, except to the extent required by law; (iv) access the , Services, or Documentation in order to build any commercially available product or service that infringes or misappropriates Forsta's IP Rights; (v) knowingly send or store infringing, obscene, threatening, or otherwise unlawful or tortious material, including material that violates privacy rights or material for which Client is not authorized to use, using the Services; (vi) knowingly send or store malicious code in connection with the SaaS Services; or (vii) maliciously interfere with or disrupt performance of the Services or the data contained therein.

9.7. Client will immediately notify Forsta if it suspects or becomes aware of any such unauthorized use and will cooperate with Forsta in investigating and resolving the situation.

9.8. AUP and System Requirements. Client agrees to comply, and will ensure that its Personnel and Authorized Users comply, with all applicable laws regarding access or use of the Services and with Forsta's AUP. In order to access and use the Services, the Authorized Users and third-party respondents shall use their own equipment that complies with the requirements (the "System Requirements") available at <https://legal.forsta.com/>, or such other location as reasonably determined by Forsta from time to time, for

example, a computer with up-to-date internet browser software installed. The System Requirements are subject to change. Changes in System Requirements will take effect no less than thirty (30) days after information thereof is provided by e-mail to Authorized Users. System Requirements will not reduce limits in place as of the Effective Date, but new limits may be introduced in relation to (i) new features provided to the Services; (ii) maintaining or improving security; and (iii) updating third party components no longer supported.

9.9. The functionalities available as part of the Services may vary over time, provided however that removed functionality will be replaced with other functionality permitting performance of substantially the same fundamental activities.

9.10. Forsta may, subject to the Parties' mutual agreement, provide to Client access to software features that are not yet deemed production ready by Forsta ("Limited Availability Features"). Any use by Client of such activated Limited Availability Features shall be at Client's sole risk and Forsta shall not, notwithstanding anything to the contrary in this Agreement, have any responsibility for the consequences of the use thereof.

9.11. Client may only integrate external applications with the Software by utilizing Forsta's application programming interfaces ("APIs") available at that time, offered as an add-on subject to separate terms and conditions.

9.12. Client shall not release, publish, or otherwise make available to any third-party the results of any performance, functional, or security evaluation of the Software or the Service without the prior written approval of Forsta.

9.13. Client shall not provide any Person that is in the business of developing data collection or reporting software with access to the Forsta Software, Services or Documentation.

9.14. Client agrees that in its use of the SaaS Services, it will: (i) use its own hardware and software to access the SaaS Services; (ii) be responsible for controlling its own account including creating a strong password and protecting that password and preventing unauthorized access to its account; or User ID granted to an Authorized User (iii) be responsible for performing its own backups of any data exported from the SaaS Services; and (iv) be responsible for, and will pay to Forsta, all applicable charges for the completion of data recovery requests to restore any Client data, if possible, lost due to the failure of Client's servers and/or computers.

9.15. The SaaS Services will expire upon expiration of the Term or earlier termination of this Agreement in accordance with its terms, as the case may be.

9.16. No later than 60 business days following the expiration of the Term, or termination of the Agreement, Forsta will permanently delete any of Client Materials from the SaaS Service.

ARTICLE 10. WARRANTIES AND DISCLAIMERS

10.1. Each Party warrants that: (i) it is fully authorized to enter into this Agreement, (ii) the execution and delivery of this Agreement has been duly authorized, (iii) its performance hereunder does not breach any other agreement or covenant to which it is a party or is bound and (iv) it shall, at its own expense, comply with all 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. Neither Party shall make any warranty on the other Party's behalf to any third party.

10.2. Each Party will, at its own expense, comply with all laws, regulations, and other legal requirements that apply to such Party and to its role under this Agreement, including laws relating to IP Rights, the right to privacy, and defamation.

10.3. Forsta warrants that for all SaaS Services, during the Term: (i) the SaaS Services will be performed in accordance with standard industry practice, in material compliance with the Documentation, and in accordance with any service levels set forth in the Sales Order or other commercial document and available for review at <https://legal.forsta.com/>; and (ii) the SaaS Services shall not cause or occasion the introduction

of Malicious Code to Client provided that Forsta shall not be liable in circumstances where: (x) Client, Client Affiliates, or Contractors introduce or contribute to the introduction of Malicious Code into the Service; or (y) the introduction of Malicious Code could not have been prevented notwithstanding Forsta's timely deployment of industry standard anti-virus software, such as in the instance of zero day vulnerabilities. Client's sole and exclusive remedy for breach of any of the foregoing warranties will be for Forsta to use reasonable efforts to repair such nonconformities within a reasonable time after Client provides notice to Forsta of such breach and, if the breach relates to a software error, after Forsta receives sufficient information to replicate the error. However, if Forsta is unable to restore the SaaS Services within a reasonable time or at a reasonable cost, either Forsta or Client may terminate this Agreement in writing, and in such case Forsta will refund a pro rata share of the unused portion of the Fees Client has pre-paid to Forsta under this Agreement and Client will have no continuing obligation for the Fees owed thereafter in the event of a multi-year Term. If this exclusive remedy is unenforceable for any reason, then the limitation of liability provisions set forth herein will apply to any resulting liability.

10.4. Notwithstanding anything to the contrary, Forsta shall not be liable for breach of its representations, warranties, covenants or indemnification obligations for any failures, errors, and malfunctions caused in whole or in significant part by:

10.4.1. Client's or any of its Affiliates' or contractors': (i) operation of the Software and Service in a manner not anticipated by the Documentation; (ii) non-compliance with any of the terms of this Agreement to the extent such non-compliance affects Forsta's Service performance; (iii) use of the Service in combination with software, hardware, system, network, facility, or other matter, or equipment not expressly approved by Forsta via the Documentation or in a support ticket; or (iv) any delay or failure of performance caused in whole or in part by Client's delay in performing, or failure to perform, any of its obligations under this Agreement;

10.4.2. the access to or operation of the Service by someone who is not an Authorized User where such access has been occasioned or permitted by Client or any of its Affiliates or any Contractor; or

10.4.3. the failure of Client's or any of its Affiliates' or Contractors' internal systems to meet the System Requirements in effect at the time of occurrence;

10.4.4. issues due to general internet latency and connection loss, or issues related to Client's inadequate bandwidth, insufficient network, or similar;

10.4.5. any data system failures or damage to Client's or any of its Affiliates' or Contractors' internal systems as a result of interaction between the Service and such internal systems, unless the failure or damage is clearly the result of a defect in the Service or a malfunctioning of the Service for which Client has not been pre-warned in writing by Forsta;

10.4.6. force majeure events;

10.4.7. scheduled maintenance; or

10.4.8. valid disabling, suspension, or termination of the Services by Forsta under this Agreement.

10.5. Forsta does not warrant that the Services will meet Client's requirements or that the Services provided under this Agreement will be error free or operate without interruption. Any liability that Forsta may have under this Agreement will be subject to the limitation of liability provisions set forth herein. Client is responsible for understanding the regulatory requirements applicable to Client's business and for selecting and using the Service in a manner that complies with the applicable requirements. Unless otherwise agreed in writing as part of this Agreement, Client may not use the Services in a way that would subject Forsta to such regulatory requirements, unless Forsta expressly agrees in writing otherwise. For purposes of illustration only, and not of limitation, any use by Client of the Service for purposes of processing "protected health information" (as defined in 45 C.F.R. §160.103 under US federal regulations) is only permitted upon the Parties' execution of a separate business associate agreement.

10.6. Forsta may suspend or discontinue the performance of any Services upon written notice if, in its reasonable judgment, the performance of such Services would violate any applicable law, rule or regulation. Such action shall not constitute a default under this Agreement and the Parties will use commercially reasonable efforts to implement an alternative method to providing the affected Services.

10.7. Client represents, warrants and covenants that it:

10.7.1. will only provide lawful instructions to Forsta in relation to its use of the Service and to the processing of Client Materials.

10.7.2. it owns or otherwise has and will have the necessary rights and consents in and relating to the Client Materials so that, as received by Forsta and processed in accordance with this Agreement, they do not and will not infringe, misappropriate, or otherwise violate any intellectual property rights, or any privacy or other rights of any third party or violate any applicable Law.

10.7.3. (i) where consent is required by applicable law and emails are being sent to individuals who are not Client's Personnel, it has obtained consent to send emails to those individuals via the Service; (ii) it shall promptly and thoroughly respond to any request or complaint in relation to emails sent via the Service; and (iii) it shall process opt-out and unsubscribe requests from email recipients and promptly cease contacting them.

ARTICLE 11. PROPRIETARY RIGHTS

11.1 Subject to the limited licenses granted herein, Forsta shall own and retain all right, title and interest in and to the Services and the Documentation, including all Improvements, derivative works and Feedback (defined herein) from Client's personnel and those of its Affiliates related thereto and IP Rights therein. Client hereby assigns all right, title, and interest it may have in the foregoing to Forsta.

11.2 Subject to the limited licenses granted herein, Client shall own and retain ownership and IP Rights in and to the Client Materials. Third party technology that may be appropriate or necessary for use with some Forsta programs will be specified in the Documentation. Client's right to use such third party technology is governed by the terms of the third party technology license agreement specified by Forsta and not under this Agreement.

11.3 Client hereby grants to Forsta a royalty-free, worldwide, irrevocable, perpetual and sublicensable license to use and incorporate into the Services any suggestions, enhancement requests, recommendation or other feedback ("Feedback") provided by Client, including its Authorized Users, relating to the Services; provided that such Feedback does not contain any Confidential Information of Client or any Client's Affiliates.

11.4 Publicity. Client agrees that Forsta may use Client's name and logo to identify Client as a client of Forsta on Forsta's website and as a part of a general list of Forsta clients for use and reference in Forsta corporate, promotional, and marketing materials. Client agrees that Forsta may issue a press release identifying Client as a Forsta client and describing the nature of the Services to be provided. The content of any press release using Client's name will be subject to Client's prior approval, which will not be unreasonably withheld. Client agrees to consider, in good faith, participating in a case study and presenting at conferences where Forsta is attending if requested by Forsta; for clarity, participating or presenting would not be obligations hereunder.

ACCEPTED AND AGREED BY THE PARTIES' DULY AUTHORIZED REPRESENTATIVES:

Client:

Forsta:

BY:		BY:	
Name:		Name:	
Title:		Title:	

Date:		Date:	
--------------	--	--------------	--

