

Forsta Digital Diaries Additional Terms and Conditions

In conjunction with the master services agreement (however named) and Sales Order, these Forsta Digital Diaries Additional Terms and Conditions (collectively, the "Agreement") describe your rights and responsibilities and state the terms and conditions under which you may use the Services. Please read this document carefully. By continuing to use the Services, you are indicating your acceptance to be bound by the terms and conditions of this Agreement between you and Forsta. Capitalized terms not defined in this document have the meanings assigned to them in the Sales Order or master services agreement between the parties (however named).

1. Definitions

"Client" means any party that enters this Agreement for purposes of obtaining Forsta products and/or services.

"Data" means feedback and responses to Project queries from the Participants, including but not limited to photos, videos, analysis, analytics or other artifacts created by Participants. Client Materials as defined in the master services agreement shall include Data.

"Data Collection Period" means that period of time, as defined in the Service Order, during which Client may collect Data from Participants.

"Participant" means those persons from whom the Client solicits Data for entry into the Project.

"Project" means a discrete online research project created using the Software.

"Server" means a Forsta or third party server utilized to make the Software available to Client. "Digital Diaries" means the Digital Diaries Platform.

"Third Party Observer" means a representative from any third party client ("Third Party Client") to whom Client provides access to the Project but who shall have read-only rights and shall not be able to create Projects, input or manipulate Data, or otherwise interact with the Digital Diaries.

2. Right to Use the Digital Diaries

Any limitation on the number of Authorized Users as defined in the master services agreement, however named, and Third Party Observers (collectively, "End Users") who shall be granted access and use to the Digital Diaries, and the number of Participants who shall be granted access to submit Data via the Digital Diaries, shall be as specified in the Sales Order.

3. Restrictions on License

Client may not utilize the Digital Diaries to provide services to any third parties who are not Third Party Clients; provided, however, that Client may authorize Third Party Observers to utilize Digital Diaries in order to view the Data. Forsta hereby reserves all rights in and to Digital Diaries not explicitly granted in the Agreement.

4. Access to the Software

Client shall access the Server and Digital Diaries through an internet site (the "Site") by way of a unique URL and confidential password established for each End User named by Client. Each End User shall be bound by and subject to the terms and conditions of this Agreement. Client shall be obligated to enforce such terms and conditions against each End User and shall be liable for any breach by an End User.

5. Participant Access and Rights

Participants' access to and use of Digital Diaries are limited to submitting Data during the Data Collection Period. Forsta has no obligations to Participants and grants no rights to Participants under this Agreement. Client shall be solely responsible for establishing the terms and conditions under which Participants are permitted to access and use Digital Diaries; provided that, at a minimum, Client must ensure that each Participant is bound by terms and conditions that are at least as protective of Forsta as those set forth in the Agreement. In addition, Client shall (i) establish and make available to Participants in advance a privacy policy that complies with applicable data protection law and governs any use of personally identifiable information to be collected from such Participants, (ii) make any such policy available to Forsta upon request and (iii) strictly comply with such policy at all times.

6. Server Availability

Forsta provides access to the Software on an as-is basis. Forsta shall make commercially reasonable efforts to maintain Servers and maximize uptime; provided, however, Forsta makes no representations or warranties regarding Server uptime, nor shall Forsta be responsible for acts outside its control that cause downtime, including, but not limited to, acts of God, strikes, power shortages and rolling blackouts, wars, natural disasters and the inability to obtain labor or materials on a timely basis. In the event the Server is unavailable or inoperative, Forsta shall make commercially reasonable efforts to provide a back-up or alternate server. Forsta shall maintain the Server, Software and associated documents and user information in a secure environment and exercise a standard of care customary in the industry.

set out in this Agreement and exclude any customizations, adaptations, modifications or adjustments to the Services to meet Client's requirements or to correct any defect or non-conformity relating to: the use of the Services in combination with apparatus, systems, products or services where such combination was not provided by Forsta; the alteration or modification of the Services after delivery by Forsta, if such alteration or modification is made by a person other than Forsta or otherwise without Forsta's written authorization, direction, request or specification; Client's failure to incorporate any Improvements that Forsta has provided to; Client's operation of the Services in an erroneous way or outside what is described in the Documentation or non-compliance with any of the terms of this Agreement; the access to or operation of the Services by someone other than an Authorized User; the failure of Client's systems to meet the applicable technical requirements; or issues due to general internet latency and connection loss, or issues related to inadequate bandwidth, insufficient network, etc., and not related to the Hosting Services.

Should Client require any such services outside the scope of the Helpdesk Services ("Support Services"), Client will engage Forsta at Forsta's then-standard rate and a work order may be issued by Forsta prior to such Support Services being rendered. Support Service hours will be billed in quarter hour increments (0.25) with a 0.25 hour minimum charge on all requests. Forsta reserves the right, in its sole discretion, to determine what is considered fair and reasonable within the scope of the Helpdesk Services.

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

7. Data Retention

7.1 Notwithstanding anything in the Agreement (inclusive of the DPA) to the contrary, the following data retention provisions shall apply to Digital Diaries.

- Standard data retention period for **annual license holders** is 12 months or 24 months, depending on their contract term. Research data will be retained for 12 or 24 months after the completion of each project, before it's archived and no longer accessible by Authorized Users.
- Standard data retention period for **clients that purchase license for ad-hoc projects** is 3 months. Research data will be retained for 3 months after the completion of the project, before it's archived and no longer accessible by Authorized Users.