

FORSTA CLOUD SCHEDULE

This Forsta Cloud Schedule ("**Schedule**") below is a part of and subject to the master services agreement, however named, (the "**Agreement**") between the Forsta entity ("**Forsta**") and client ("**Client**") referenced in the applicable Sales Order, Order Document, or other commercial agreement.

1. THE FORSTA PLUS CLOUD OFFERING

- 1.1. Client is licensed under the Agreement to use Forsta's proprietary Forsta Plus software which Client accesses via Forsta's multitenant or single tenant SaaS hosted environment (the "**SaaS Service**").
- 1.2. Client wishes to obtain licenses to access and use the Forsta Plus software via Forsta's offering which utilizes the cloud infrastructure of Microsoft Azure (the "**Cloud Service**"). The location of the Cloud Service shall be set forth in the applicable Order Form.
- 1.3. Client understands and agrees that any use of the Cloud Service shall be subject to the terms of this Schedule and the relevant terms of the Agreement. The terms and conditions of this Schedule are supplementary to the terms of the Agreement. In the event of conflict or inconsistency between this Schedule on the one part and the Agreement and the Order Forms on the other, this Schedule shall govern in respect to those conflicting terms.

2. MICROSOFT END USER LICENSE TERMS AND CONDITIONS

- 2.1. Forsta utilizes Microsoft's Azure cloud offering for the Cloud Service. In relation thereto, Client understands and agrees that Forsta is required to abide by the at-any-time published terms and conditions and pricing models offered by Microsoft, such as those located at <https://www.microsoft.com/en-us/licensing/product-licensing/products.aspx>, as updated at Microsoft's sole discretion at any time, as well as other URLs as provided or updated by Microsoft. Forsta's use of Microsoft Azure is subject to the following rights and limitations which Client is hereby made aware of and agrees to:
 - 2.1.1. "**Azure Services**" means those Microsoft services that Forsta utilizes to make the Cloud Services available to Client. Client shall not have any right to access the Azure Services directly.
 - 2.1.2. Azure Services are not fault-tolerant and are not guaranteed to be error free or to operate uninterrupted. Client must not use the Cloud Service in any application or situation where Cloud Service failure could lead to death or serious bodily injury of any person or to severe physical or environmental damage.
 - 2.1.3. Client hereby permits Forsta to disclose relevant information necessary for Microsoft to provide the Azure Services in accordance with the Microsoft terms and conditions.

3. SUBCONTRACTORS, CHANGES AND TERMINATION

- 3.1. Forsta will use subcontractors in the provision of the Cloud Service. Client hereby provides its approval for:
 - 3.1.1. the use of Microsoft as a subcontractor;
 - 3.1.2. the use of companies within Forsta's network of Affiliates as subcontractors;
 - 3.1.3. at Forsta's discretion, the use of Rackspace Inc. (US) and Rackspace Ltd. (UK) for purposes of supporting Forsta's management of Microsoft Azure; and
 - 3.1.4. at Forsta's discretion, other subcontractors for the purposes of supporting Forsta's relationship with Microsoft Azure, provided however that such subcontractors shall have no access to Client's Confidential Information or to Client's Personal Data stored on the Cloud Service.
- 3.2. Use of subcontractors beyond those set forth herein other than those already approved under the Agreement shall be agreed to in accordance with the terms of the Agreement, and in the absence of any terms thereof in the Agreement they shall be agreed in writing between the Parties before the subcontractor(s) are engaged in relation to the provision of services to Client.
- 3.3. Changes of location or provider of the Cloud Services.
 - 3.3.1. Should Forsta initiate (i) a move of the Cloud Service to a new cloud provider other than Microsoft Azure in the same country than the one stipulated in the applicable Order Forms, or (ii)

move the offerings related to the Cloud Service to a different country then Forsta shall provide Client with a minimum of thirty (30) days' notice before the move referred to in romanette (i) above takes place and a minimum of ninety (90) days before the move referred to in romanette (ii) above takes place. In the event Client objects to the proposed move, Client shall without undue delay but no later than within fifteen (15) days of Client's receipt of notice provide written notice to Forsta specifying the grounds upon which Client objects to the change. Client shall not object to changes that are required by applicable law. Forsta and Client undertake to discuss in good faith possible adjustments with the aim of enabling the Client to approve the change. Should the Parties not be able to reach mutual agreement within the shorter of fifteen (15) days of Forsta's receipt of Client's notice or by the time the intended move is scheduled to take place, Client may without penalty terminate upon written notice the part(s) of the Order Form(s) affected by such objection subject to Sub-section 3.3.3 below.

- 3.3.2. Should Microsoft terminate its provision of the Microsoft Azure offering to Forsta or should Microsoft move the Cloud Service offering to another country, Forsta shall provide notice thereof to Client without undue delay and at least within fifteen (15) days of Forsta having been informed by Microsoft. Forsta shall make commercially reasonable efforts to provide acceptable alternatives to Client but shall not be deemed in breach of the Agreement or this Schedule if it does not succeed in doing so. In the event Client objects to any alternative offered by Forsta, Client shall without undue delay but no later than within fifteen (15) days of Client's receipt of notice provide written notice to Forsta specifying the grounds upon which Client objects to the change. Should the Parties not be able to reach mutual agreement for a new Cloud Service within the shorter of fifteen (15) days of Forsta's receipt of Client's notice or within the time when the intended changes are to be implemented, Client may without penalty terminate upon written notice the part(s) of the Order Form(s) affected by such objection subject to Sub-section 3.3.3 below.
- 3.3.3. In the event of any termination under Sub-sections 3.3.1 or 3.3.2 above, Forsta shall as Client's sole and exclusive remedy refund the pro-rata share of the unused portion of the fees Client has pre-paid to Forsta under the applicable Order Forms.
- 3.3.4. Notwithstanding anything to the contrary in the Order Form or the Agreement, Forsta may terminate its provision of the Cloud Service upon sixty (60) days' written notice to Client prior to the yearly anniversary of the applicable Cloud Service Order Form.

4. SECURITY, PRIVACY AND COMPLIANCE

- 4.1. The components of the Cloud Service provided via Microsoft Azure are subject to the security, privacy, availability, and compliance levels (the "**Azure Standards**") provided by Microsoft at any time and at Microsoft's sole discretion. Forsta makes no warranty or representation in respect to the Azure Standards.
- 4.2. Client shall at its own initiative be responsible for obtaining required information about the Azure Standards from the resources made available by Microsoft from Microsoft's web sites, which are available at <https://www.microsoft.com/en-us/trust-center/product-overview> or its successor site. Forsta may be unable to provide information to Client other than what is available to Client directly.
- 4.3. Client further understands and agrees that Forsta may not be able to participate in or contribute to any audits, security reviews, completion of questionnaires, or similar security, data protection, and privacy activities related to the components of the Cloud Service hosted on Microsoft Azure, neither on behalf of Client, nor on behalf of Client's customers.
- 4.4. Any (i) Documentation to which Client may have access that relates to the SaaS Service; (ii) audit reports and Client security reviews of the SaaS Service; (iii) data protection or security terms agreed to between the Parties in relation to the SaaS Service; may not apply in full to the Cloud Service. Forsta shall however remain fully responsible for its security, privacy, and compliance obligations defined under the Agreement and outlined in the applicable Documentation, audit reports, and data protection and security terms, solely to the extent they relate to Forsta's operations and activities other than those directly related to the SaaS Service.
- 4.5. Subject to the limitations set forth in the foregoing sections of this Article 4, Forsta shall upon Client's request

and at no cost to Client: (i) provide Client with Forsta's standard security documentation of the Cloud

assistance beyond the foregoing, such as but not limited to security audits, shall be subject to terms and costs (if any) to be agreed mutually in writing.

4.6. AS IT PERTAINS TO ANY WARRANTY AND INDEMNIFICATION PROVIDED BY FORSTA UNDER THE TERMS OF THE AGREEMENT IN RELATION TO LOSS OF DATA OR LOSS OF USE OF DATA OR LOSS OF CONFIDENTIALITY OF DATA OR BREACH OF SECURITY UNDERTAKINGS, CLIENT HEREBY FULLY RELEASES FORSTA FROM ANY AND ALL CLAIMS TO THE EXTENT THE LOSS IS ATTRIBUTABLE TO MICROSOFT AZURE. THE PARTIES AGREE THAT ANY LIMITATION OF LIABILITY, WARRANTY, OR INDEMNIFICATION WHICH IS DISCLAIMED OR LIMITED BY MICROSOFT IN THE AZURE SERVICES, AZURE STANDARDS, OR RELATED DOCUMENTATION OR AGREEMENTS IS HEREBY ALSO DISCLAIMED OR LIMITED BY FORSTA IN RELATION TO THE CLOUD SERVICE.

5. PRICING MODEL

5.1. Except to the extent set forth otherwise in the applicable Order Form(s), the price model applicable to Client's use of the Cloud Service shall be the same as in the Agreement.

6. OPERATIONAL ASPECTS OF THE CLOUD SERVICE

- 6.1. Client understands and agrees that certain features or functionalities available on the SaaS Service may not be available on the Cloud Service, a list of which is available from here: <https://forstaplus.zendesk.com/hc/en-us/sections/6132101049499>. Forsta shall not remove features or functionalities already made available to Client on the Cloud Service as of the date of this Schedule unless Forsta replaces such features or functionalities with other features or functionalities permitting performance of substantially the same activities.
- 6.2. Client understands and agrees that the hosting infrastructure of the Cloud Service differs from that of the SaaS Service. Documentation of the technical and security specifications for Cloud Service shall be made available to Client https://forstaplus.zendesk.com/hc/article_attachments/20286525650971 or its successor site.
- 6.3. The IPs Microsoft Azure makes available for e-mailing may be grey- or black-listed. In order to improve deliverability of e-mails send via the Cloud Service, Forsta may at its discretion route e-mails via the closest SaaS Service data center offered at any time or via a dedicated third party provided that no Personal Data will be stored there.
- 6.4. The SLA terms in the Agreement shall apply to the Cloud Service provide however that Forsta reserves the right to exclude from the Service Unavailability calculation any downtime caused by issues resulting from Microsoft's Azure cloud offering impacting availability or performance of the Cloud Service.
- 6.5. The AUP terms in the Agreement shall apply to the Cloud Service provided however that additional specifications apply to the Cloud Service as set forth in that AUP.

7. SUPPORT / BACK-UPS / MAINTENANCE

- 7.1. Maintenance Windows, Daylight Savings Time between CET and EST may affect local times in Canada.
 - 7.1.1. Maintenance performed by Forsta for the **Canada**-based Cloud Service will normally be scheduled for 7am to 7:30am Eastern Standard Time (EST - US) Monday – Friday, and 7am to 9am on Saturday or Sunday.
 - 7.1.2. Maintenance performed by Forsta for the **Germany**-based Cloud Service will normally be scheduled for 7am to 7:30am Central European time Monday – Friday, and 7am to 9am on Saturday or Sunday.
 - 7.1.3. Maintenance performed by Forsta for the **Australia**-based Cloud Service will normally be scheduled for 12am to 12:30am Australia Eastern Standard Time Monday – Friday, and 12am to 2am on Saturday or Sunday.
 - 7.1.4. Maintenance performed by Forsta for all other regions will be on an as-agreed basis, normally not less than once a week and normally not more than 3 hours per window.

7.2. Standard Support Hours

to 8pm Eastern Standard Time (EST), from Monday to Friday, with the exclusion of the following US holidays: New Year's Day; Martin Luther King, Jr. Day; Presidents' Day; Memorial Day; Independence Day; Labor Day; Columbus Day; Veterans Day; Thanksgiving day; Friday following Thanksgiving day; and Christmas Day.

7.2.2. The Standard Support Hours for the **Germany**-based Cloud Service shall be 8am to 5pm Central European Time (CET), from Monday to Friday, with the exclusion of New Year's Day; Good Friday; Easter Monday; Christmas Day; and Boxing Day.

7.2.3. The Standard Support Hours for the **Australia**-based Cloud Service shall be 9am to 5pm Australia Eastern Standard Time (AEST), from Monday to Friday, with the exclusion of New Year's Day; Australia day; Good Friday; Easter Monday; Anzac Day; King's Birthday; Labour Day; Christmas Day; and Boxing Day.

7.3. Forsta will perform backups of Client's data on the Cloud Service, with the exception of select data capable of being regenerated. Backups will be performed according to the following schedule, subject to reasonable change:

7.3.1. **Local backup.** Weekly full backups and daily differential backups are performed. The backups are securely stored locally and encrypted using strong, industry-accepted encryption ciphers.

7.3.2. **Offsite backup.** Daily backups are encrypted, securely transmitted and stored at a secondary Microsoft Azure location. Forsta will retain twelve (12) weeks' of backups at the offsite location (subject to reasonable change).

7.3.3. Reference to "secondary Microsoft Azure location" in Sub-section 7.3.2 may be determined by Microsoft at any time in accordance with Microsoft's concept of "paired regions". Subject to change at Microsoft's sole discretion the paired regions for the Forsta Plus Cloud Service, will be in the same country as the Cloud Service. List of paired regions is available here:

<https://docs.microsoft.com/en-us/azure/best-practices-availability-paired-regions>

7.3.4. Reference to "twelve (12) weeks" of retention in Sub-section 7.3.2 relates to retention of the weekly backup instance, which depending on the day the daily backup was performed, may be a few days more or less than 12 weeks.

7.3.5. In the event of Service data loss caused by any party other than Client, Forsta shall at all times be able to commence the data restoration process within two (2) hours after it has become necessary and shall proceed with restoration without undue delay. If Service data loss was not caused by Forsta, data recovery will be initiated within one (1) business day after receipt of a Client request and will be subject to standard charges for the recovery.

7.4. Other than in relation to Section 7.1 above, the terms of the Agreement shall apply to maintenance categories and outage notifications provided however that Forsta will not be able to influence the timings of Microsoft-defined maintenance and updates for the Microsoft Azure cloud offering. Forsta shall monitor maintenance and update announcements from Microsoft and inform Client as soon as reasonably possible via the Cloud Service or via e-mail to Designated Users. Client understands and agrees that notwithstanding anything to the contrary set forth in the Agreement Forsta shall not be held liable for unavailability or performance deterioration due to Microsoft-initiated maintenance and updates. For an overview of Microsoft's Azure maintenance and update terms, see <https://docs.microsoft.com/en-us/azure/virtual-machines/windows/maintenance-and-updates>.

Capitalized terms in this Schedule, shall have the same meaning set out in the Agreement unless otherwise stated elsewhere herein. Except as modified herein, the terms of the Agreement remain unchanged and in full force and effect. Where any conflict arises between this Schedule and the Agreement, then the terms of this Schedule shall prevail and override the Agreement.
