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## LEGAL

# Forsta Qualitative Acceptable Use Policy

Access to all Forsta Qualitative services, including but not limited to, Forsta's video streaming via Forsta360 Live, Forsta Classic Live, and Classic Plus (collectively, "Live Video"), Digital Interviews, Forsta Video Insights, Digital Diaries, and Research Reporter (collectively, "Services"), are provided by Forsta Worldwide, Inc., including its affiliates and subsidiaries ("Forsta"). The term "You" and "User" as used herein refers to you and all individuals and/or entities accessing the Services for any reason.

Please read this document carefully. By continuing to use the Services, you are indicating you have the express authority to consent to these terms, in addition to your acceptance to be bound by the terms and conditions of this Agreement between you and Forsta.

You may only use the Services as set forth herein and in Your service order and accompanying documents. You may not, and may not attempt, or authorize, cause, permit or encourage others to:

- a) use the Services except as expressly permitted by this Agreement or Your service order and accompanying documents;
- b) remove or modify any program markings or any notice or legends pertaining to's or its licensors' proprietary rights;
- c) make the programs or materials resulting from the Services available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the Services);
- d) disclose, distribute, sell, resell, sublicense, distribute, assign, transfer, give away, loan, lend, lease, publish, pledge or create a security interest in the Services;
- e) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, distribute, republish or download any part of the Services or access or use the Services in order to build or support, and/or assist a third party in building or supporting, products or Services competitive to Forsta;
- f) perform or disclose any benchmark or performance tests of the Services;
- g) perform or simulate any of the following security testing of the Services Environment or associated infrastructure: network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, or penetration testing;
- h) license, sell, rent, lease, transfer, assign, distribute, host, outsource, permit timesharing or service bureau use, or otherwise commercially exploit or make available the Services, Forsta Proprietary Software, Ancillary Software, Services Environments or Documentation to any third party, other than as expressly permitted under the terms of the applicable order;



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- i) misuse, abuse or otherwise use the Services in a manner that compromises, or would be reasonably expected to compromise, the integrity or security of the Services, their availability to other users or Forsta's operation thereof or which would otherwise impose an unreasonable or disproportionate load on the Services or the Services Environment;
- j) use the Services in any manner that would reasonably be expected to expose Forsta to civil or criminal liability;
- k) use the Services in a manner or for a purpose that infringes upon the lawful rights of others, is illegal or contravenes any applicable law;
- l) upload, post, host, transmit or create any: (i) files, documents, diagrams, graphics, materials, data or information that is unlawful, offensive, abusive, fraudulent, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any third party intellectual property or other rights or any Privacy Laws (as defined in Section 11.2); (ii) unsolicited commercial message; or (iii) virus, trojan horse, backdoor, bot, script or similar element;
- m) except for manually operated web-browsers and other manually operated software, in either case as expressly identified as compatible in the Documentation ("Permitted User Interfaces"), use any robot, spider, software, script or other automated equipment, device, process or means to use, access, input, interact with, control, retrieve, present, publish or display the Cloud Services or to skim, extract, query, compile, process or display any data stored or information input, processed, stored or calculated using the Cloud Services or Services Environment directly or indirectly in any manner whatsoever, including without limitation any software, machine or application programming interface, any user interface (other than a Permitted User Interface), or any screen-scraping or similar technique;
- n) except as expressly set out in the Documentation or through the functions provided through the Cloud Services, obscure, hide, mask, modify or alter the user interface of the Cloud Services in any manner whatsoever, including, without limitation, through the use of overlays, frames, filters, pop-up windows or scripts or through any other user interface layer; or
- o) use the Services in a manner that infringes or facilitates infringement upon the lawful rights of others or in contravention of any applicable laws.

#### Use of the Services

You are responsible for all activities that occur under Your and Your Users' usernames, passwords or accounts or as a result of Your or Your Users' access to the Services and agree to notify Forsta immediately of any unauthorized use. You agree to make every reasonable effort to prevent unauthorized third parties from accessing the Services.

You shall not use or permit use of the Services, including by uploading, emailing, posting, publishing or otherwise transmitting any material for any purpose that may (a) menace or harass any person or cause damage or injury to any person or property, (b) involve the publication of any material that is false, defamatory, harassing or obscene, (c) violate privacy rights or promote bigotry, racism, hatred or harm, (d) constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters; (e) constitute an infringement



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of Intellectual Property Rights, or (f) otherwise violate applicable laws, ordinances or regulations. Your use of the Services shall not infringe upon the copyrights, trademark rights, trade secret rights, or other intellectual property rights of any person or entity, and You will not reproduce, publish, or disseminate software, audio recordings, video recordings, photographs, articles, or other works of authorship without the written permission of the copyright holder. You shall not provide Forsta with health, payment card or similarly sensitive personal information that imposes specific data security obligations for the processing of such data on Forsta unless specified in Your Sales Order.

You agree to comply with your respective obligations under all applicable data and privacy protection laws and regulations ("Privacy Laws"). Forsta may act as a data processor and will act on Your instruction concerning the treatment of Your Personal Data residing in the services environment, as specified in this Agreement. You agree that you have the authority and have obtained all consents required to provide Forsta with personal data and to permit Forsta to use it in accordance with this Agreement. You remain solely responsible for Your regulatory compliance in connection with Your use of the Services. You are responsible for making Forsta aware of any technical requirements that result from Your regulatory obligations prior to entering into an order governed by this Agreement. Your use of the Services shall not violate the privacy rights of any person or entity. You will not collect or disclose any personal address, social security number, or other personally identifiable information without each holder's written permission. You will not cooperate in or facilitate identity theft. You shall not use the Services to process, collect or handle in any way Protected Health Information (PHI) or any other data that is subject to the Health Insurance

Portability and Accountability Act (HIPAA). Forsta's Fees under any related Agreement to access the Services do not contemplate the use of PHI.

You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and ownership of all of your content and data derived or introduced by you from your use of the Services. You shall not use the Services to (i) issue fraudulent offers to sell or buy products, services, or investments, (ii) mislead anyone about the details or nature of a commercial transaction, or (iii) commit fraud in any other way. In addition to any other rights afforded to Forsta under this Agreement, Forsta reserves the right, but has no obligation, to take remedial action if any material violates the restrictions in the foregoing paragraphs, including the removal or disablement of access to such material. Forsta shall have no liability to You in the event that Forsta takes such action.

All email content and communications used in connection with the Services will not be misleading or deceptive. Your identity and an associated physical address must be included in all email communications. Forsta's email Services will only accept recently opted-in email lists provided by You. Forsta may refuse email service where You are unable to provide proof of opt-in. Forsta's email Services will be used exclusively to direct email recipients to the Services. You will not use harvested email lists. You will not use rented email lists, unless such rented email list with the opted-in requirements above. Forsta's email Services will only be used for surveys hosted by the Services under this Agreement.

You shall not access any computer or communications system without authorization, including the computers used to provide the Services. You will not attempt to penetrate or disable any security system. Do not intentionally distribute a computer virus, launch a denial-of-service attack, or in any other way attempt to interfere with the functioning of any computer, communications system, or website. Do



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not attempt to access or otherwise interfere with the accounts or use of the Services of other Clients of the Service.

You shall indemnify Forsta against all damages arising from or related to any claim by You or a third party in respect of Your business activities, business relationships between You and third parties, Your use or misuse of the Services, use in combination with other software, hardware or systems not provided by Forsta or identified as compatible in the applicable documentation, use for any purpose other than set forth in this Agreement or Your order, or failure to obtain any necessary rights, consents or permissions in respect of Personal Data.

Your use of the Services in breach of this Agreement will cause Forsta irreparable harm for which money damages will not make whole. You hereby consent to any order entered by any court of competent jurisdiction prohibiting You from such breaches. The foregoing is in addition to any other remedies which Forsta may have hereunder, at law or in equity.

Violation of this AUP may lead to suspension or termination of Your account or Services or legal action. In addition, you may be required to pay for the costs of investigation and remedial action related to AUP violations. Forsta reserves the right to take any other remedial action it sees fit.

Forsta requests that anyone with information about a violation of this AUP report it via an e-mail to the following address: [Support@Forsta.com](mailto:Support@Forsta.com). Please provide the date and time (with time zone) of the violation and any identifying information regarding the violator, including e-mail or IP (internet protocol) address if available, as well as details of the violation.