



a Press Ganey company

LEGAL

Forsta – Service Level Agreement

This Forsta Service Level Agreement (“Terms”) is agreed between the Forsta entity listed in the Sales Order (“Forsta”) and the purchasing entity listed in the Sales Order or other commercial document (“Client”). Unless, specified otherwise in the product specific terms, these Terms govern the use of the SaaS Services. Capitalised terms have the meanings assigned to them in the Sales Order or master services agreement between the parties (however named) (the “Agreement”).

Although the SaaS Services (as defined in the Agreement) may not be uninterrupted or error-free, Forsta shall make commercially reasonable efforts to provide a ninety-nine and nine percent (99.9%) SaaS Services Availability on a monthly basis (the “Service Level Agreement” or “SLA”). Excluding when the SaaS Services is unavailable due to:

- (i) Forsta’s data hosting provider’s related downtime
- (ii) Required system maintenance as per the “Maintenance Schedule”
- (iii) Any Service Unavailability caused by Client’s or any of its Authorized Users’ failure to comply with the System Requirements;
- (iv) Client’s or any of its Authorized Users’ failure to comply with the AUP;
- (v) Any event otherwise classified as Force Majeure

“Service Unavailability” shall mean the number of minutes with complete and sustained unavailability of the parts of the SaaS Services relating to:

- (i) Respondents’ ability to complete web-based surveys (not including surveys depending on interaction with XML Web Services and Flex applications or with Client’s systems)
- (ii) Ability to conduct CATI Interviewing (not including issues caused by network connectivity, the dialer, telephony issues or other portions/modules not implemented and/or managed by Forsta)
- (iii) Third parties’ ability to view published reports through the Studio module
- (iv) Third parties’ ability to view published reports through the Visualizations module
- (v) Third parties’ ability to view published reports through the Reportal module

“Service Availability” shall be calculated as follows:

*(total number of minutes in month – service unavailability in minutes) / (total number of minutes in month) * 100%*



a Press Ganey company

If Service Unavailability is sustained for more than an average of forty four minutes (44) in any particular month during the Term of the underlying Agreement, then Client shall have the right at its option, subject to Client's retained responsibilities under the underlying Agreement, to claim compensation in terms of day(s) of contractual SaaS access at no charge, as follows:

Unavailability per calendar month in minutes	Compensation (Day)
Up to 44 minutes	0 day
44 minutes to 435 minutes (7hrs 15mins)	2 days
436 minutes to 870 minutes (14hrs 30mins)	3 days

The compensation listed above constitutes Client's sole and exclusive remedy for any breaches of this Service Level Agreement.

Client may not claim compensation for any Service Unavailability experienced by Client and Client's clients or respondents due to restoration of data or disaster recovery at any time when such restoration of data or disaster recovery is due to loss of data which is not the direct or indirect fault of Forsta or Forsta's third-party suppliers.

Claims for days of compensation as described in the table above must be presented by Client by e-mail to legal@Forsta.com by the fifteenth (15th) day of the month following the month in which the Service Unavailability giving rise to a claim occurred.

Notification of downtime will be available via the [Forsta Status Page](#).

[Maintenance Schedule](#) –A minimum of five days' notice will be given for all maintenance exceeding two hours, except for emergency maintenance updates.

Forsta currently makes reasonable efforts to back up all data on at least a daily basis. Backups are for disaster recovery purposes and not for restoration on demand. Backups are encrypted within the cloud environment. Forsta will have no liability to Client if any backup data is lost, damaged, or unrecoverable for any reason.

Exclusions: This SLA covers multi-tenant sites except the multi-tenant site based in the Kingdom of Saudi Arabia is excluded from this SLA.