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LEGAL

Forsta Research HX Acceptable Use Policy

1. INTRODUCTION

- 1.1. This Acceptable Use Policy for Forsta Research HX (the “AUP”) is a part of and subject to the master services agreement (however named) (the “Agreement”) between the Forsta entity referenced on the applicable Sales Order (“Forsta”) that references this AUP (however indirectly), and the client named on such applicable Sales Order (“Client”). All capitalized terms have the meanings set forth in the Agreement unless otherwise stated herein.
- 1.2. Client hereby agrees to use (and ensure all its permitted users use) Forsta Research HX services (including, but not limited to, Forsta Decipher Surveys, Forsta Panel and Forsta Visualizations) (the “Service”) as described herein. The Service may be delivered via a SaaS model (the “SaaS Services”) or via a cloud-based environment based on a cloud infrastructure (the “Cloud Service”). Where there are differences in the acceptable use of the Service based on such differing models, it is described herein.
- 1.3. Some actions by some clients may cause performance issues or trigger errors. It is not possible for Forsta to foresee all possible impacts stemming out of all possible use cases. It is therefore not possible for Forsta to provide exact limitations in all areas referenced herein. Forsta may at times request Client discuss new limitations that have been found to be necessary at any time. Forsta and Client will work together in good faith to find an acceptable solution by using reasonable efforts to explore alternative uses that do not create performance issues or trigger errors. Forsta may update the limitations in this AUP at times to address possible performance issues or errors in its discretion.
- 1.4. Forsta may take reasonably appropriate business actions when it becomes aware of a violation of this AUP by Client or its personnel that use the Service. These actions may include, but are not limited to, removal of access.
- 1.5. “You” (including its cognates) refers to Client or to any user to whom Client grants access to use the Service as appropriate.

2. PROHIBITED USE



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2.1. Illegal and Criminal Activity / Security Violations / Threats

You may not use the Service to engage in illegal, abusive, or irresponsible behavior, including but not limited to:

- 2.1.1. criminal or civil violations of state, federal, or international laws, regulations, or other government requirements where such violations include but are not limited to theft or infringement of copyrights, trademarks, trade secrets, or other types of intellectual property; fraud; forgery; theft or misappropriation of funds, credit cards, or personal information;
- 2.1.2. unauthorized access to or use of data, services, systems or networks, including any attempt to probe, scan or test the vulnerability of either the Service or another system or network or to breach security or authentication measures, without express prior written authorization of the owner of the system or network;
- 2.1.3. interference to the Service or any user, host or network including, without limitation, mail bombing, flooding, and deliberate attempts to overload a system;
- 2.1.4. No load testing or penetration testing may occur on the Forsta infrastructure without special arrangement and written consent from Forsta, such consent to be given or withheld at Forsta's sole discretion. Any conducting of load testing, penetration, or similar testing in contravention of this Article 2.1.4 will nullify any Forsta obligations under the Agreement and be considered a material breach
- 2.1.5. use of an Internet account or computer without the owner's authorization;
- 2.1.6. taking any action that attempts to avoid paying for surveys completes;
- 2.1.7. collecting information by deceit, including, but not limited to Internet scamming (tricking other people into releasing their passwords), password robbery, phishing, security hole scanning, and port scanning;
- 2.1.8. use of any false, misleading or deceptive TCP-IP packet header or any part of the header information in an email or a newsgroup posting;
- 2.1.9. use of the service to distribute software that covertly gathers information about a user or covertly transmits information about the user;
- 2.1.10. any activity or conduct that is likely to result in retaliation against the Service or us;
- 2.1.11. introducing intentionally or knowingly into the Service any virus, contaminating program or script code; or fail to use an up-to-date virus-scanning program on all material downloaded from the Service;



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- 2.1.12. transmission of materials of threatening nature, including threats of death or physical harm, harassment, libel, racism, sexual or religious discrimination, and defamation; or
- 2.1.13. any other activity or conduct that unreasonably interferes with the Service, or other customers' use of our Service.

2.2. Offensive Content

You may not publish, display or transmit via the Service any content that we reasonably believe:

- 2.2.1. is unfair or deceptive under the consumer protection laws of the applicable jurisdiction, including chain letters and pyramid schemes;
- 2.2.2. defamatory or violates a person's privacy;
- 2.2.3. creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security, or interferes with an investigation by law enforcement bodies;
- 2.2.4. improperly exposes trade secrets or other confidential or proprietary information of another person;
- 2.2.5. is intended to assist others in defeating technical copyright protections;
- 2.2.6. infringes another person's trade or service mark, patent, or other property right;
- 2.2.7. is discriminatory in any way, including by way of sex, race, or age discrimination;
- 2.2.8. constitutes or encourage child pornography or is otherwise obscene, sexually explicit or morally repugnant;
- 2.2.9. facilitates any activity or conduct that is or may be defamatory, pornographic, obscene, indecent, abusive, offensive or menacing;
- 2.2.10. is excessively violent, incites violence, threatens violence, or contains harassing content or hate speech;
- 2.2.11. involves theft, fraud, drug-trafficking, money laundering or terrorism;
- 2.2.12. is otherwise illegal or solicits conduct that is illegal under laws applicable to you or to us; and
- 2.2.13. is otherwise malicious, fraudulent, or may result in retaliation against Forsta by offended viewers.



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"Publish, display or transmit via the Service" includes web content, email, and any other type of posting, display or transmission, direct or by means of references, that relies on the Internet.

2.3. Copyrighted Material

- 2.3.1. You may not use the Service to publish, distribute, or otherwise copy in any manner any text, music, software, art, image or other work protected by copyright law unless Client:
- 2.3.2. has been expressly authorized by the owner of the copyright for the work to copy the work in that manner; and
- 2.3.3. is otherwise permitted by copyright law to copy the work in that manner.

2.4. Emailing and Spam

- 2.4.1. The Service may only be used to perform the following types of email send-outs:
 - 2.4.1.1. invitations to surveys actually hosted on the Service (except where otherwise agreed to by Forsta in writing), and reminders thereof;
 - 2.4.1.2. thank-you emails sent upon completion of a survey hosted on the Service;
 - 2.4.1.3. emails automatically generated as a result of respondents completing surveys ("sendmail" scripts);
 - 2.4.1.4. dispatching of exports (data-files or graphical reports) from surveys hosted on the Service
- 2.4.2. The laws and rules applicable to Client, will depend on the laws in the jurisdictions to which emails are being sent by you, and include e.g. CAN-SPAM Act of 2003 in the US, or the European Directive 2002/58/CE of 12 July 2002 on privacy and electronic communications. Following are some (but not all) activities that are strictly prohibited under most legislations we are aware of:
 - 2.4.2.1. sending unsolicited or undesired email messages ("spam")
 - 2.4.2.2. sending e-mails to recipients that have not provided their consent to receive e-mail via some affirmative means, such as opt-in procedures;
 - 2.4.2.3. sending email without providing in the email itself a simple way of requesting to be excluded from receiving additional emails from the originator of the email ("opt out");



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- 2.4.2.4. sending emails that do not accurately identify the sender's name, the sender's return address, and the email address of origin, or in general misrepresenting oneself;
 - 2.4.2.5. sending e-mails not identifying in the body where the e-mail address was obtained, for example, "You opted in to receive this e-mail from our xyz," and / or information on how to request evidence of the consent, for example, "If you would like to learn more about how we received your email address please contact Forsta at abuse@yourdomain.com"
 - 2.4.2.6. sending email for the primary purpose of commercial advertising or promotion, independent of whether a Forsta Plus survey is referred to or used;
 - 2.4.2.7. sending email with charity requests, petitions for signatures, or any chain mail related materials; and
 - 2.4.2.8. collecting the responses from unsolicited email.
- 2.4.3. You must post an abuse@yourdomain.com e-mail address on the first page of any Web site associated with the e-mail, and you must promptly respond to messages sent to that address. You must have a Privacy Policy posted for each domain associated with the mailing
- 3. Regulations on Usage of Research HX

This AUP uses the American approach of 1000-separator, namely 1,000 with a " , " .
- 4. Forsta Decipher Surveys
 - 4.1. Data collection and emailing
 - 4.1.1. Unless agreed differently in writing with Forsta, the total survey activity generated by your company across any and all surveys hosted on the Service shall not be above the thresholds listed below. Where your company necessitates exceeding the stated thresholds, then at least 5 business days prior to the planned release day of the survey, you must apply to exceed the limits by sending an email request to surveysupport@forsta.com. A "High Capacity" fee may be applicable.
 - 4.1.1.1. Pagehits (*): Max 100,000 per hour
 - 4.1.1.2. Email uploading / send-outs: Max 200,000 per day
 - 4.1.1.3. (*): One Pagehit is one questionnaire page delivered by the Service, independent of the number of questions and images on that questionnaire page.



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- 4.1.2. The “per hour” figures for Pagehits are based on the assumption of a relatively even strain during one hour. As an example, 20,000 Pagehits generated over 10 minutes equals 120,000 Pagehits per hour, which exceeds the AUP level.
- 4.1.3. It is your responsibility to ensure that the number of emails sent does not exceed the total responses desired for the survey.
- 4.1.4. We do not provide any guarantees relating to deliverability, or to delivery times, of e-mails sent from the Service.

4.2. Questionnaire Dimensions

4.3. Although Forsta has designed the Service to handle data collection and reporting strain generated by the most advanced activity of its users, extreme use may cause performance issues or errors. Forsta shall not be responsible for issues relating to extreme use. What would be considered as extreme use will depend on a set of parameters relating to the activity you are performing, and can relate to:

- 4.3.1. Very long questionnaires (1000+ question nodes data variables)
- 4.3.2. Very complex questionnaires with heavy scripting. “Heavy scripting” relates primarily to CPU consumption that a survey requires to be executed: the more script, and the more complex the script, the more CPU is needed;
- 4.3.3. Widespread usage of loops, particularly loops in loops; and
- 4.3.4. Heavy use of media-files.
- 4.3.5. Clients are prohibited from unauthorized duplication of dynamic question code into their own directory, altering it, and expecting it to function correctly.
- 4.3.6. The Client is completely responsible for any external code, added by Authorized User, that might cause errors in their projects or cause damage to users. Forsta does not accept liability for errors caused by user defined external code.
- 4.3.7. The Client is responsible for any subscriptions or licenses needed for the use of “third party” components they might add to the system through external code.

5. Forsta Visualizations

5.1. System Integrity

Forsta will conduct regular cleanings of the Forsta Visualizations platform to guarantee uptime and continued high quality service for all users.

- 5.1.1. Multiple copies of the same projects and/or projects used for testing and training may be deleted 30 days after creation.



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- 5.1.2. Forsta may archive any projects that have not been accessed in the past 6 months.
- 5.1.3. Forsta may delete imported data sets that are not in use and/or are older than 12 months.
- 5.1.4. Forsta may delete projects that have been archived for 9 months after not being accessed for 6 months, in total 15 months of inactivity. For the avoidance of doubt, this Section shall control all obligations of Forsta as it relates to cleaning of the Forsta Visualization platform.

5.2. Getting the most out of Forsta Visualizations (Do's and Don't's)

Forsta expects Clients to take note of the limitations below. By abiding by these advised limits, Client and its Authorized Users will get the most out of Forsta Visualizations in both functionality and usability.

In order to maintain optimal system performance, please adhere to the below limits, unless otherwise agreed to. If you have a need to go beyond these limits, please contact your Client Service representative, and we will make arrangements to handle your needs.

- 5.2.1. Number of simultaneous Report Users per project on shared environment:
Max 1,000
- 5.2.2. Number of Report Users per email-invite occasion
Max 1,000
- 5.2.3. Number of answers (respondents x variables) per project
Max 200,000,000
for projects with more data points please contact your account manager
- 5.2.4. Number of units/nodes in hierarchical organizations per project
Max 10,000
for larger number of hierarchical organizations per project please contact your account manager
- 5.2.5. File-size of uploaded documents
Max 200 MB in total
possible to purchase larger limits
- 5.2.6. Number of objects per report (a project can contain several reports)
Max 200
recommended value only, more objects will increase loading time

In Memory data processing has to be enabled at all times in projects with more than 500,000 respondents.



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Always make sure to enable all “In Memory” data options on Project Settings page when projects are distributed.

5.3 External Code

Forsta offers Clients multiple ways to include custom HTML, CSS and JavaScript code within the platform.

- 5.3.1 NOTE: The Client is completely responsible for any external code, added by Authorized User, that might cause errors in their projects or cause damage to users. Forsta does not accept liability for errors caused by user defined external code.
- 5.3.2 The Client is responsible for any subscriptions or licenses needed for the use of “third party” components they might add to the system through external code.
- 5.3.3 Forsta reserves the right to disable the access granted to this added functionality of adding custom HTML, CSS and JavaScript if the user misuses this in any way.
- 5.3.4 Any questions about custom code that the Client asks Forsta Support will be sent to our Developers and charged by the hour.

6. Forsta Panel (Kinesis)

6.1. In utilizing Forsta Panel, the following limitations apply:

Max # of Questions in a panel:	500	Number of answers across all multi questions in the panel should not exceed 3000.
Max # of Sampling Dimensions:	8	Sampling Dimensions: The number of dimensions utilized for a given sample job
Max # of Sampling Size:	25,000	Sampling Size: The maximum number of panelists that can be returned based on one given sample job
Max # of cells in combined dimensions:	300	If you combine two or more dimensions inside the sample matrix ("interlocked"), where the number of segments is n1 in dimension 1, n2 in dimension 2 etc., the total number of cells will be $n1*n2*n3*n4$ etc.) = max 300.



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Max. # of cells in the sampling matrix:	300	If the matrix has 8 dimensions (combined or not ("non-interlocked")), where the number of segments is n1 in dimension 1, n2 in dimension 2 etc. the total number of cells will be $n1*n2*n3*n4*$ etc.) = max 300.
Max # of Records across all panels:	2,000,000	Records: A record is any panelist record, whether it is a "complete" panelist profile or not
Max # of Records in Survey History:	100,000,000	
Max # of Records in Credit Transaction History:	100,000,000	

6.2. Report generation run on large datasets should be performed during off-peak hours. Off peak hours are defined as 12:00am through 6:00am of the time zone in which the majority of relevant panelists reside. Further, it is not permitted to run multiple recurring report generation tasks on one panel for the purpose of achieving data updates several times per hour.

6.3. By using the "Forsta Decipher Survey's Registration Survey", you guarantee on behalf of Client that such survey is only used for panel registration and profile updates, and not for data collection normally conducted in research projects or surveys.

6.4. In the event of repeated breach by you of 6.1 and/or 6.2, such breaches having been notified by Forsta by email to the Designated User responsible, Forsta may revoke such accesses at no liability to Forsta.

6.5. Panel Sample Files may be deleted by Forsta after 60 days.

If there are projects / newsletters with an excessive number of invites over a 1million it will cause slowness in the system performance. Recommended invite count should not exceed 100,000.

If there are too many open projects, it will cause slowness in system performance due to periodic checks that happens on open projects. Completed projects should be closed.