

LEGAL

# Forsta Plus

## Terms and Conditions

### 1. INTRODUCTION

- 1.1. These Forsta Plus Support Terms (“Terms”) are 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”). The Terms govern the use of the Forsta Plus services including, but not limited to, Survey Designer, SmartHub, Digital Feedback, Studio, Genius, and the HX Platform. Capitalised terms have the meanings assigned to them in the Sales Order or master services agreement between the parties (however named) (the “Agreement”).
- 1.2. Forsta’s obligation to provide the Support detailed in the Agreement is dependent on the validity of the Agreement between the Parties. Should the Agreement be terminated for any reason, Forsta’s obligation to provide any form of Support will cease automatically on the occurrence of such event.

### 2. CLIENT SUPPORT ADMINISTRATION

- 2.1. Client shall designate one primary Support contact (the “**Designated Support Contact**” or “**DSC**”) who will act as the conduit for all requests from Client to Forsta relating to matters of use and troubleshooting with respect to the Service. Additional DSCs may be agreed to in Sales Order(s) subject to payment of an annual fee.
- 2.2. Before assuming responsibilities, the DSC(s) must attend training in the use of the Service and the Software as prescribed by Forsta or must possess skills at least at the same level as those having undertaken such training. Client agrees and understands that the Support service shall not serve for educational purposes, and Forsta retains the right to communicate to Client where DSCs appear to necessitate training.
- 2.3. Requests for Support shall only be submitted by the DSC by e-mail to support@Forsta.com or an alternative e-mail address as informed by Forsta. Client shall ensure that individuals other than DSCs do not send requests for Support directly to Forsta. Forsta may however at its own discretion offer Support directly to Designated Users who are not DSCs under the terms for Additional Services. Support requests sent to Forsta from individuals other than DSCs will normally not be handled, and such circumstance shall not constitute a breach of the Agreement between the Parties by Forsta.
- 2.4. Requests for Support relating to errors or malfunctions will be addressed by Forsta upon Client making reasonable commercial efforts to provide documentary evidence of the errors or malfunctions including copies where applicable of all relevant error messages so that to the extent possible the error in question may be recreated.



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- 2.5. Clients are responsible for providing Forsta with up to date contact details for DSCs effective from the first day of the Initial Term and updating such contact details whenever applicable throughout the Term. Such contact details should be sent by e-mail to support@Forsta.com or an alternative e-mail address as informed by Forsta and should comprise the following information: name, address, phone, and email. Failure by Client to provide this information in an accurate manner to Forsta and to update it when appropriate will result in newsletters and other important information not reaching Client, and Forsta shall not be held responsible for such failure of communication.
- 2.6. **Only for Clients utilizing CATI or CAPI:** If Forsta is requested by Client to address an issue which Forsta deems after due investigations to be related to aspects outside of its contractual responsibility such as CATI and CAPI consoles connection issues due to e.g. latency, connection loss, or inadequate or insufficient bandwidth then Client agrees that Forsta may temporarily discontinue its support efforts in the affected area and request that the Client approve, such approval not to be unreasonably withheld, the creation of a report to be prepared by an independent third-party agreeable to both Parties who has experienced in areas such as performance troubleshooting and network optimization. If such thirdparty report determines that the issues experienced by Client are stemming out of aspects outside Forsta's contractual responsibility under the Agreement between the Parties, Client will reimburse Forsta for the costs incurred for the report.

### 3. TYPES OF SUPPORT

- 3.1. During the Term of the Agreement between the Parties, Forsta will offer Client support services, Service Enhancements, and Additional Services (jointly "**Support**") as detailed in these Terms.

#### 3.2. STANDARD SUPPORT

- 3.2.1. Subject to the payment of the Access and Use Fees by Client Forsta will during the Term provide Standard Support to Client in response to requests from one Designated Support Contact for no additional charge.
- 3.2.2. For purposes of the Agreement between the Parties, the term "Standard Support" means explanation and guidance solely in relation to Client's use of the Software such as producing questionnaires and reports, including basic questionnaire layouts, respondent handling, basic skip logics and pre-code masks, basic template preparation, use of standard validations, error code interpretations, and other authoring-related topics. Standard Support is available during Standard Support Hours (as defined in Article 4 below) by e-mail to support@Forsta.com or an alternative e-mail address as informed by Forsta.
- 3.2.3. Assistance outside of Standard Support, including persistent questioning about subjects which should have been known to Client if Client had attended a training course, or where such a request is more by way of consultancy services (e.g. J-script-/HTML-/QSL-assistance, survey layouts, Reportal designs, checking and editing of respondent lists, any programming (in whole or in part) of questionnaires or reports, and quality assurance, such assistance may at Forsta's sole discretion be considered an Additional Service and will then after Client has been informed by Forsta thereof be subject to Forsta's standard rates for the Additional Services or as specified in an Sales Order. More information regarding Additional Services can be found in Sub-Section 3.4.3 of these Terms.



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3.2.4. Certain Support activities are not included in Standard Support but may be provided as Additional Services upon request at rates established by Forsta or as specified in an Sales Order, such as correction of errors or malfunctions caused in whole or in significant part by:

- 3.2.4.1. Client's or its Personnel's negligence;
- 3.2.4.2. Use of the Software outside what is described in the Documentation, as long as such use is not in contravention of the Agreement; and
- 3.2.4.3. Accidents and other events occasioned by Client and for which Forsta is not responsible.

### **3.3. SERVICE ENHANCEMENTS**

3.3.1. During the Term of the Agreement between the Parties and to the extent Forsta deems it necessary Forsta will enhance the Service by upgrading the Software or the equipment supporting the Service. Software upgrades will ensure backwards compatibility unless Client's Designated Users have been notified otherwise via e-mail or Forsta newsletter no less than ninety (90) days in advance.

### **3.4. ADDITIONAL SERVICES**

3.4.1. Subject to availability of Forsta's resources and subject to the Parties' agreement concerning pricing and other terms Forsta will upon Client's request provide Client with Additional Services.

3.4.2. Rates for Additional Services will be set forth in the applicable Sales Order. Forsta shall bill Client for Additional Services in thirty (30) minute increments.

3.4.3. Additional Services are offered in the four following categories:

- 3.4.3.1. Professional Services/Project and Authoring Assistance: Tasks that Client chooses to outsource to Forsta, including questionnaire programming, survey layouts and report building, project and respondent administration, any HTML programming (in whole or in part) of questionnaires or reports, and quality assurance/checking of programming e.g. related to templates and survey layouts, Reportal designs, J-Script / SQL / QSL assistance, or similar.
- 3.4.3.2. Technical Consultancy/Systems Development: Tasks such as recovery from backups after deletion caused by client or development of custom tailored functions both in questionnaires and reporting.
- 3.4.3.3. On Site Support or User Support outside Standard Support Hours: Where Client's Designated Support Contact requests support assistance either at its location or outside Standard Support Hours then this shall be classified as an Additional Service and payable as a consultancy service.
- 3.4.3.4. If a problem Forsta has tried to resolve on the assumption that it falls within the Limited Warranty does not in fact do so, Client shall subject to Client's prior written approval pay for the Support and other services Forsta has provided to investigate the problem at the rates Forsta ordinarily charges for Additional Services.

#### 4. STANDARD SUPPORT HOURS AND TARGET RESPONSE TIME

- 4.1. Forsta’s standard support hours (“**Standard Support Hours**”) are:
- 4.1.1. For agreements under the laws of a European country: 08.00-17.00 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.
  - 4.1.2. For agreements under New York or California law: 09.00-20.00 Eastern Standard Time (EST), from Monday to Friday, with the exclusion of 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.
  - 4.1.3. For agreements under the laws of Australia: 09.00-17.00 Australian Eastern Standard Time (AEST), from Monday to Friday, with the exclusion of New Year’s Day; Australia Day; Good Friday; Easter Monday; Anzac Day; Queen’s Birthday; Labour Day; Christmas Day; and Boxing Day.
- 4.2. Client may order support service in multiple time-zones at an additional fee upon execution of a Sales Order.
- 4.3. Forsta will aim at responding to Support requests according to the urgency of the request as specified below:

Category	Target Response Time	Category Guidance
Emergency	2 business hours	A Software error that renders the whole system or a substantial part of it inoperative and which is not clearly due to user errors or issues on the user end.
High priority	8 business hours	Errors that do not affect critical parts of the Software. Questions about the Software’s functions that are critical for immediate start-up or finalization of a project.
Medium priority	1 business day	Other inquiries and minor errors or error messages. Questions about functions that are not critical for start-up or finalization of a project.
Other inquiries	1 business days	Requests about new functionality, system architecture, or similar.

4.3.1. **“Business hours”** is defined as time within the Standard Support Hours.

4.3.2. **“Category”** can be selected by the Designated Support Contact upon posting the request through the Forsta Extranet. Category may be changed by Forsta’s Personnel if request is not in accordance with specifications in the above table.

4.3.3. **“Target Response Time”** is defined as the time elapsing from receipt of the request to Forsta initiating action to resolve the issue. The time to arrive at a solution may be longer. Client will normally be informed of the status of Client’s request within the response times listed above.

4.4. Where a non-critical fault (a fault that does not substantially hinder or prevent Client from using a material part of the functionality of the software in question) is to be corrected in a forthcoming Service Enhancement, then for a period of up to ninety (90) days prior to the Service Enhancement Forsta shall be entitled to decline to provide assistance in respect of that non-critical fault.

## 5. TRAINING

5.1. Forsta will upon mutual agreement and at the rates agreed upon by the Parties, train Client’s Personnel in the use of the Software.

5.2. Client is to ensure that those of Client’s Personnel who are to receive any form of training from Forsta are already proficient and experienced in the use of computer equipment and software.

5.3. Client accepts Forsta’s cancellation policy for training courses as defined herein:

5.3.1. The course will be invoiced in full on course booking.

5.3.2. If the participant cancels more than four (4) weeks before the course date then the course can be re-booked and the initial invoice transferred at no additional charge.

5.3.3. If the participant cancels within four (4) weeks of the course date, the initial invoice is nonrefundable or date transferable, and each participant will receive a fifty percent (50%) discount when booking a future course.

5.3.4. The cancellation policy applies to booking dates and revised booking dates alike; cancellations can only be made by sending an e-mail to [training@Forsta.com](mailto:training@Forsta.com), an alternative e-mail address as informed by Forsta, or to the appropriate account manager at Forsta.

5.3.5. Already incurred, non-redeemable travel expenses for instructors will be invoiced irrespective of any cancellation.

## 6. TRAVEL EXPENSES

6.1. Client shall reimburse Forsta for pre-approved (in writing, including e-mail) travel expenses and living expenses (coach airfare, standard hotel, food, and rental vehicle).