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LEGAL

Forsta Research HX Terms and Conditions

This Forsta Research HX Terms and Conditions (“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 Terms between the parties (however named) (the “Agreement”).

1. Introduction

These Terms and Conditions (the "Terms") describe your rights and responsibilities and state the terms and conditions under which you may use the Services provided by Forsta. By continuing to use the Services, you are indicating your acceptance to be bound by the terms and conditions of this Agreement.

The Services means access and use of the Forsta Survey Services, Panel Management Services, Forsta Visualizations and Technical Support Services provided by Forsta to Client under the Agreement.

2. Intellectual Property Rights

Forsta shall acquire no rights to any of Client’s trademarks or confidential information, nor shall Forsta have any right to use any of the aforementioned without the prior written approval by Client, except as required to provide Helpdesk Services or Support Services to Client.

3. Use of Services

Only Authorized Users can use the Services. Forsta will provide Client with access to user IDs and passwords. These IDs and passwords are necessary for Authorized Users to access and use the Service Tool. Each user ID is meant for one person only and should not be shared. Client is responsible for managing these IDs and passwords and ensuring they are only given to Authorized Users. If any Authorized User leaves the company or no longer needs access, Client should notify Forsta right away. Client must also notify Forsta if they suspect unauthorized use of any IDs or passwords. Forsta will not be held responsible for unauthorized access to the hosting infrastructure as a result of “hacking” or other unlawful conduct.

Client shall ensure that all users use the Forsta service in accordance with the AUP applicable to the Forsta service.

4. Application Programming Interfaces (APIs)

If using one or more of the Forsta Application Programming Interfaces (“APIs”), Client accepts and agrees to be bound by the following terms and conditions. Client may elect to contract with Forsta for use of one or more of the Forsta APIs. Any such use is granted solely on a non-exclusive, non-



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assignable, non-transferable, non-sublicensable license to use the APIs to access and use the Forsta Services and the output thereof, subject to the fees herein.

APIs are for the sole purpose of automating specific research functions and are not intended and may not be used to build alternative user interfaces to any Forsta products, or any application which is used to assign privileges to third parties that access any Forsta database. All use of APIs is subject to approval by Forsta, which may be withheld for any reason. All testing of APIs will occur in an environment approved by Forsta for such purpose.

5. Technical Support Services

Forsta will provide technical support services so that the Services will function substantially in accordance with the Documentation.

Helpdesk Services will be available for Surveys and Panel twenty-four (24) hours a day, seven (7) days a week, except on holidays. The list of holidays can be found [here](#).

For Fatal or Severe errors during normal support hours please email <mailto:forstasupport@forsta.com> surveysupport@forsta.com with the issue and start your subject line with "SEVERE ISSUE:" For emergency use during off hours for Fatal or Severe issues use the following email address: ForstaSurveySevereDL@Forsta.com. Response times via email are noted in the table below.

Severity	Response Time	Resolution Time
Fatal: Complete degradation – all users and critical functions affected. Item or service completely unavailable.	30 Minutes	3 Hours
Severe: Significant degradation – large number of users or critical functions affected.	1 Hour	8 Hours

Forsta Visualizations Helpdesk Services will be available M-F 8:00am to 11:00PM CET/CEST. Requests that arrive outside the office hours will be responded to within 12 hours of the request. Response and resolution times will follow the table below. *Note, all times are within office hours.

Severity	Response Time *	Resolution Time *
Fatal: Complete degradation – all users and critical functions affected. Item or service completely unavailable.	1 hour	8 Hours
Severe: Significant degradation – large number of users or critical functions affected.	4 Hours	16 Hours
Moderate: loss of features in the service but does not prevent further work within projects or affect the entire system and there are no work arounds.	24 Hours	Next patch



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6. Use of Forsta Sample Marketplace

Third-Party Sample Service Providers. Forsta has engaged third-party sample service providers (“Sample Providers”) to perform services related to connecting Forsta Surveys users to samples via access to and use of the Forsta Sample Marketplace so that Forsta Surveys users can purchase and launch surveys with the samples without leaving the Forsta Surveys platform. Accordingly, certain aspects of your use of the Forsta Surveys Services may be provided in connection with Sample Providers.

Forsta makes access to the Sample Providers available solely for your convenience and makes no representations or warranties with respect to the Sample Providers or with respect to access to samples of any kind. Forsta will not be responsible or liable, directly or indirectly, for any damage, loss, or liability caused or alleged to be caused by or in connection with any use, of or reliance on, any sample provided by a Sample Provider.

Sample Providers are not under Forsta’s control, and Forsta makes no claim and accepts no responsibility regarding the quality, nature, availability, or reliability of the samples.

Payment Terms. Forsta may invoice you directly, on a monthly basis, for any applicable costs and fees associated with your purchase of samples obtained through the Forsta Surveys Sample Marketplace (“Marketplace Fees”).

Marketplace Fees are calculated and will be invoiced on a per-sample basis for each survey completed by a respondent who is part of a sample obtained through the Forsta Surveys Sample Marketplace (each a “Marketplace Complete”). Where applicable and upon notice to Forsta from you, Marketplace Fees may be reduced for sample respondents who do not result in a Marketplace Complete (i.e., are an over-quota, terminate, or dropout).

You shall pay all invoiced amounts within thirty (30) days of the date of the invoice. If payment for any properly invoiced amounts becomes overdue by more than fifteen (15) days, Forsta reserves the right, in its sole discretion, to terminate your access to the Forsta Sample Marketplace. Forsta also may partner with Sample Providers to facilitate payments for your purchase of samples. Forsta may share your personal or transactional information with Sample Providers when necessary to process payments.

7. Professional Services

“**Professional Services**” means the project-based or time-based services performed by Forsta, including but not limited to consulting, implementation, configuration, customization, solution design, integrations, or managed services as set forth in an SOW or similar written scope document.

Professional Services may utilize Forsta’s proprietary software, tools, methodologies, know-how, and intellectual property, all of which remain the exclusive property of Forsta. Professional Services are distinct from Forsta’s SaaS subscription services and do not include ongoing support, maintenance, or compatibility updates unless expressly agreed to in writing.

7.1 Intellectual Property

All intellectual property used or created by Forsta in providing any **Professional Services**— including but not limited to works of authorship, copyrights, inventions,



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discoveries, patents, trademarks, trade secrets, database rights, know-how, methodologies, algorithms, formats, software, source code, tools, data structures, and design protocols — remains the exclusive property of Forsta. In accordance with **Article 9.4 of the MSA**, Forsta owns all IP Rights in any Improvements or IP developed through Professional Services. Deliverables may include configuration outputs or documentation but will not include Forsta's underlying code, proprietary technology, or internal development assets.

7.2. Managed Services

Forsta may, at its discretion, utilize preferred third-party partners—such as those providing panel sample, translations, and other specialized services—to support the delivery of Managed Services.

- Forsta will maintain **industry-accepted best practices** and will use **commercially reasonable efforts** to deliver the Services in a professional and workmanlike manner.
- Client acknowledges that Forsta's obligations under Managed Services are provided on a **best-efforts basis**, and Forsta's liability is limited accordingly.

7.3. Compatibility Upgrades, Deprecation, and Retirement

All Forsta Professional Services work is delivered based on the **compat level in effect at the time of service**, and such delivery constitutes the final deliverable for that engagement. Any updates, rework, or modifications required due to later compat upgrades, deprecations, or retirements are outside the original scope and will require separate assessment, scoping, and fees. Forsta does not provide ongoing or automatic compat updates unless expressly agreed to in writing.

7.4. Payment Terms

Unless otherwise stated in an SOW, all fees are invoiced upon execution of the Services in accordance with Article 2 of the MSA. Prices are exclusive of taxes, and Client is responsible for all associated payment-related fees (including bank transfer fees, currency conversion costs, VAT, sales tax, or other government-imposed charges). Any out-of-scope services require written approval from both parties before work begins.

