

QUESTBACK SUBSCRIPTION AGREEMENT FOR ACADEMIC RESEARCH PURPOSES ("Agreement") Questback (Defined as Questback AS, registered in Norway, on behalf of itself and its fully owned subsidiaries, hereunder Questback, Inc. , registered in Delaware) and Student have entered into this Subscription Agreement by reference by Student ordering the Online Services in the AWS Marketplace for Education.

1. Provided Services

The individual student belonging to an academic institution ("Student") that has entered into this Agreement gets a right to access the Online Services in order to collect and assess feedback from Respondents for academic research purposes only.

The "Online Services" refers to the software product Enterprise Feedback Suite, to which the Student has access for academic research purposes only. Modules in Enterprise Feedback Suite accessible for academic research purposes may vary.

"Respondents" refers to individuals that are invited to respond to surveys made available to them by Student using the Online Services.

Student may collect up to 1000 completed interviews with Respondents per month. For the purpose of this Agreement, an interview is completed when a Respondent has completed a survey and made its responses available for Student. A number of Completed Interviews exceeding 1000 per month requires a separate agreement.

Feedback can be collected and assessed by Student only, any access to or use of the Online Services for any other individual requires a separate agreement.

2. Student's registration

Student will provide information such as name and contact details in the Online Services. All information provided must be true, accurate, current and complete. Student is responsible for maintaining confidentiality for login and password, and is responsible for any activity under its account.

Questback's use of registration information is subject to our Marketing Privacy Policy

[<https://www.questback.com/assets/uploads/Marketing%20Privacy%20Policy%2022MA Y18.pdf>] .

3. Provision and Availability of the Online Services

Questback reserves the right to make changes to the Online Services, including the right to change, improve or remove parts of the functionality of the Online Services.

Upgrades and maintenance of the Online Services, including version changes, may lead to the Online Services being temporarily unavailable to the Student and respondents.

Student hereby understands and accepts that parts of the Online Services may be provided to the Student by one or more companies within the Questback Group or by Questback's suppliers. Questback shall remain solely responsible for the delivery of the Online Services to the Student.

Questback will use reasonable endeavors to perform backup of, data related to the Student's use of the Online Services. Restoration of data is not included in the service.

4. Term of the Agreement

Student may terminate the Agreement at any time for any reason. Questback reserves the right to immediately, without notice or reason, suspend or terminate Student's access to the Online Services.

5. Fees and invoicing

Provision of access to the Online Services to the Student strictly within the limitations in this Agreement is provided at no cost.

6. Rights and ownership

This Agreement provides a subscription right to the standard Online Services, and does not provide any title, right or ownership to any data, methodology, information, documents, papers or other material provided by Questback to the Student..

Title, rights and ownership to the Online Services and its documentation remains with Questback at all times. Copyright notices and other proprietary rights notices in the Online Services shall not be deleted or modified. The Source code from which the Online Services object code is derived is a trade secret of Questback to which access is not authorized. Student shall not reverse engineer, reverse assemble or decompile the Online Services or in any way attempt to recreate the Source Code.

All trademarks related to the Online Services contained in the Material provided by Questback to Student are trademarks of Questback and/or its licensors.

Questback will monitor the Student's use of the Online Services for the purpose of statistics, benchmarking, software improvement, machine learning, recommendations and analysis. Anonymized data sets may be used for the purposes described herein during and after termination of the Agreement. Anonymized and aggregated data may be shared with third parties unless prohibited by applicable law.

7. Student's warranties

Student is at all times under obligation to comply with all applicable laws and regulations regarding without limitation: security, privacy, direct marketing and mass distribution.

Student understands that for processing information that identifies or relates to individual persons by use of the Online Services, the Student may be responsible for the processing under applicable laws, including but not limited to the EU personal data legislation ("GDPR"), and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Student is under legal obligation to ensure that data is collected only in accordance with applicable law, and that any processing of personal data is in accordance with such laws.

8. Questback's Warranties

The Online Services are a standard service, provided "as is". Questback disclaims all other warranties and conditions, express or implied, including without limitation any implied warranties of merchantability, satisfactory quality and fitness for a particular purpose, or arising as a result of custom or usage in the trade.

The general descriptions of Online Services (e.g. on the website or in advertising brochures) are nonbinding and do not constitute an offer to conclude a contract.

Questback does not warrant or represent that use of the Online Services will result in compliance, fulfilment or conformity with any laws, or regulations.

9. Liability

With exception for liability arising from fraudulent misrepresentation or other fraud, gross negligence or willful misconduct, breach of obligations related to indemnification, or from personal injury or physical damage, neither Party shall be liable for loss suffered by the other party in relation to the subject matter of this Agreement.

Under no circumstances will Questback be liable for punitive damages arising in contract or tort.

This section shall survive termination of the Agreement.

10. Indemnification

Student hereby indemnifies Questback against claims, incurred by Questback as a result of any action or claim that data entered by Student or Students Respondents is, by Student's fault, collected, stored, or distributed in violation of applicable law, hereunder privacy law, or infringes third party

Intellectual Property Rights, by Student's payment of any fines, costs or legal fees finally awarded against Questback for such claim. Questback hereby indemnifies Student against claims incurred by Student as a result of any action or claim that the Online Services infringe any copyright, patent, trade secret or other intellectual property rights belonging to a third party, by Questback's payment of any fines, costs or legal fees finally awarded against the Student for such claim. Questback's indemnification obligation shall not apply to the extent the claim is based on or is a result of a combination of the Online Services with other software or any modification to the Online Services if such claim would not have been made but for the combination or modification or to the extent the claim relates to content collected, stored and distributed by Student through the Online Services.

Indemnification as described above is subject to the party's prompt notification to the other party in writing, where the other party is allowed to conduct and control the litigation or settlement of such claim, and where the party offers to provide necessary assistance during the process at its expense.

This section shall survive termination of the Agreement.

11. Amendments to the Subscription Agreement

Questback may amend this Subscription Agreement during the course of a current contractual relationship by uploading updated Subscription Agreement.

12. Severability

If a provision of the Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, this shall not affect: the legality, validity or enforceability in that jurisdiction of another provision of the Agreement; or the legality, validity or enforceability in other jurisdictions of that or any other provision of the Agreement.

13. Complete agreement

The Agreement constitutes the entire agreement between the parties relating to its subject matter, and supersedes all prior agreements. No other terms and conditions of the Student will be deemed agreed even if Questback fails to explicitly reject them.

14. Injunctive Relief

Breach of Questback's or Questback's licensors' intellectual property rights will lead to damages not adequately remedied by an award of money; therefore, Questback may protect those intellectual property rights through injunctive relief according to applicable law.

15. Assignment

Student may not assign the Agreement or any of its rights or obligations hereunder without Questback' written permission, which permission will not be unreasonably withheld.

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