

CULTURE INTELLIGENCE AS

GENERAL TERMS OF SERVICE AS OF 15 SEPTEMBER 2022

These general terms of service contain important information about the Customer's and User's legal rights and obligations. To make the Terms easier to understand, the Provider has included some brief explanations at the top of each section. These explanations have no legal effect and are only intended to help the Customer and Users better understand the Terms. If there is a conflict between the explanations and the text below, it is the text that applies.

These general terms of service (the "**Terms**") apply to Services provided by Culture Intelligence AS (the "**Provider**").

Definitions

Definitions are used to make the Terms easier to read and understand.

The following definitions apply to these Terms:

"Acceptance": the Customer's written response (by way of email, formal purchase order or other form of writing) accepting the terms of an Offer.

"Business Day": days which are not weekends or public holidays in Norway.

"Customer": the legal entity which will use the Services and is registered as a Customer by way of Subscription or Offer.

"Domain": all domains registered in the Provider's name from time to time (and their subdomains), currently Cultureengine.no, Cultureintelligence.io, Culture-intelligence.com, and all subdomains of each of these.

"Normal Business Hours": 9 -16 CET on a Business Day.

"Offer": a written offer to provide Services issued by the Provider to the Customer.

"Platform": the Provider's SaaS solution with surveys, analytics, reporting and content repository functionality that the Customer has been granted access to according to these Terms.

"Related Parties": employees, board members, shareholders, consultants, subcontractors or suppliers of the Provider or other companies within the same group as the Provider.

"Services": access to the Platform by way of Subscription, certification & training, support and other advisory services provided by the Provider to the Customer as described in Offer. The Services include the Provider's I.P. concept with values matrix, mindset structure, definitions, survey structure, actions library etc.

"Site": www.cultureintelligence.io or any other Domain where the Customer and Users access the Services.

"Subscription": the Customer's subscription to the Services, which includes confirmation of the Users who are authorized to use the Services on behalf of and for the benefit of the Customer.

"Subscription Period": the period defined in these Terms, or as otherwise specified in the Offer.

"User(s)": the individual(s) who are authorized to access the Site and use the Services on behalf of, and for the benefit of, the Customer.

"VAT": value added tax.

1. The Customer and Users

Services can only be used by Customers, and persons on behalf of the Customer, who have the necessary authorization to commit the Customer to the legally binding obligations contained in these Terms. The Services must only be used for the Customer and not resold or transferred in any way. The Customer has one user-ID that assigns and removes access for Customer Users.

The Services are offered to legal entities and not individuals. No consumer protection is available to the Customer or any User.

The person who approves and completes the Subscription is committing the Customer to a legally binding obligation and therefore confirms and guarantees that they are 18 years or older, are of sound mind and has all necessary authorization to sign for and use the Services on behalf of the Customer.

By using the Platform and the Services, each User is confirming and guaranteeing that they are 18 years or older, are of sound mind and have all necessary authorization to use the Services in the Customer's business.

The Services may only be used by the Customer for internal purposes and neither the Customer nor any User is entitled to sell, distribute, assign, transfer, license or otherwise commercially exploit all or any part of the Services.

The customer is given one user-id that has the privilege to give other Users the customer deems necessary to access the Platform and customer data. This User is also responsible for removing the access for Users that no longer is required to have access to the Platform.

2. Application of Terms

The Terms apply to all Services, and from time to time there will be changes to the Terms. The Customer is responsible for familiarizing itself with the Terms that apply to the Services at all times.

By accessing the Site and/or using the Services, the Customer and each User automatically agrees to the Terms and the Customer's authorized representative and each User should read these Terms carefully before using the Services as they create a legally binding agreement between the Customer and the Provider and impose binding obligations on each User.

The Provider has an unrestricted discretion to change the Terms from time to time. If the Terms are changed, updated Terms will be made available on the Site and notification of this will only be given in the form of changing the date of the Terms above. Where changes are considered by the Provider to be of such importance that the Customer and User should be specifically notified of them, the Provider will, in addition to changing the date, send a separate written notice to the Customers' nominated representative informing about the changes. Continued use of the Services after the changes have been made will confirm acceptance by the Customer of the changed Terms unless a Customer has sent written notice that it does not accept the new Terms and does so within one month of the Provider doing the change. If the Provider and the Customer fail to reach an agreement on the applicable Terms within 14 days of the receipt of the Customer's written notice, the Customer and all Users must immediately

stop using the Services and will be considered as a cancellation of the Services. In this event, the "Refund Policy" set out in these Terms will apply.

Users are encouraged to check the Terms on behalf of the Customer on a regular basis to understand the Terms that apply to the Services.

3. Prices

Prices will be specified in the Offer received from the Provider and VAT will be added if applicable.

The price for the Services will be stated in the Offer and by sending an Acceptance, the Customer agrees to the terms of the Offer. The Provider will issue an invoice for the Services, which will be due for payment on the terms set out in the Offer and is bound to accept, and pay for, the Services.

Prices in the Offer are provided without VAT, which will be added to the invoicing price if applicable.

4. Duration and termination

The standard subscription period is 12 months (unless otherwise stated in the Offer) with automatic renewal if not terminated three (3) months prior to the expiration date.

The Subscription Period lasts for 12 months, or as otherwise stated in the Offer.

The Subscription will automatically be renewed for a new Subscription Period on the same terms unless either Party gives written non-renewal notice to the other Party three (3) months prior to the expiration of a Subscription Period.

The Provider may terminate the Subscription at any time with immediate effect if the Provider suspects that there has been a breach of these Terms.

5. Warranty Disclaimer

The Services are not provided with any form of guarantee or warranty. The Customer, and its Users, are responsible for deciding whether the Services are appropriate for their needs. This means that, among other things, the Provider does not guarantee the result of using the Services will meet a Customer's expectations, criteria or requirements.

Our aim is to have 98 % uptime on our Platform. However, technical platforms face challenges from time to time.

The Services and the Platform are made available "as is" without any warranty of any kind, either express or implied, including, but not limited to, implied warranties about the Service's features, fitness for any particular purpose, merchantability, or whether it constitutes an infringement of the rights of others, or any guarantee as to its performance.

Without limiting the generality of the foregoing, the Provider makes no warranty or representation:

- regarding any information or results obtained through use of the Services,
- that the Services will meet the Customer's requirements,
- that the Services will be free from error or defect,
- that the Services are compatible with any combination of services or software not supplied by the Provider.

The Provider does not offer to provide or to secure the provision of any warranty that the Services will be error free or that access thereto will be continuous or uninterrupted.

The Services may from time to time be completely or partially unavailable. There may be interruptions in the Services and access to the Services due to circumstances both within the control of the Provider, such as routine maintenance, and outside the control of the Provider, such as downtime on any of the software services used to provide the Services. To the extent practicable, the Provider will endeavor to provide information about such restrictions on availability in advance.

By using the Services, the Customer and each User understands that (even if consent of the Provider is obtained and without prejudice to the rights of the Provider under Section 6 below) any download from or otherwise obtained content through the Platform will be at their own risk.

Without limiting the generality of the foregoing, by using, or downloading from, the Services, the Customer and each User acknowledges that the Services could be:

- interrupted or untimely,
- unavailable at any given time or location,
- affected by errors or omissions, that may not be corrected,
- affected by harmful components,

and that the Provider has no liability for such events or their consequences.

6. Rights of use, ownership and intellectual property rights

The Customer is only granted a right of use. The Provider owns the Domains, the Site, the Platform and the Services and all related intellectual property rights.

By using the Services, the Customer and its Users are granted a limited, non-exclusive, non-transferable right to use and/or access the Platform, the Site and the Services in accordance with these Terms.

Nothing in these Terms shall be construed as a transfer of any intellectual property rights, or any part thereof, to the Customer.

All rights not expressly granted to a Customer under these Terms are reserved by the Provider.

The Site, Domain, Platform and Services are protected by applicable copyright laws in Norway, and no Customer or User may copy, reproduce or distribute the Platform or the Services (or any content thereon or therein) in any manner or medium, in whole or in part. The Provider's trademarks, names, logo and other characteristics may not be used in connection with any other product or Services without the Provider's written consent.

Nothing in these Terms shall be construed as a transfer of any intellectual property rights, or any part thereof, to the Customer.

Without limiting the generality of the above, the Provider has and will retain full right, title and interest in and to the Site, the Platform, the Services and the Domains and all content on them, including (without limitations) source codes, all copyrights, trademarks, trade secrets, trade names, proprietary rights, and patents whether registered or not and all applications thereof.

The Customer is responsible for ensuring that all Users who access and use the Site, the Domain, the Platform and/or the Services do so in accordance with all applicable laws, rules and regulations and that neither the Customer nor any User does any of the following:

- reproduce, distribute, create competing works from, publicly display, publicly perform, license, sell and/or resell content, software, products and/or services obtained from/and through the Services, the Site and/or the Platform;
- modify, decompile, disassemble and/or reverse engineer all or part of the Services;
- sell, rent, lease, distribute, assign, transfer, license and / or commercially exploit the Services;
- use the Provider's name, trademark, logo and/or other mark for any purpose other than in connection with the use of the Services or, subject to agreeing the terms with the Provider, to promote or recommend the Provider's Services;
- use meta tags and/or other "hidden" text by using the Provider's name, trademark, logo and/or other mark;
- use any manual and/or automated software, devices and / or other processes (including, but not limited to robots, scrapers, crawlers, avatars, data mining tools or the like) to "scrape" and/or download data from the Site, Platform or otherwise contained in the Services;
- use and/or access the Site, Platform or the Services to build a similar and/or competing website, product and/or service in any form or manner;
- remove and/or destroy copyright notices and/or other marked notices contained on the Site, Platform or otherwise provided as part of the Services;
- take measures that impose or may impose (as determined by the Provider in its sole discretion) an unreasonable and/or disproportionate burden on the Site or Platform;
- drive any form of autoresponder and/or spam on the Site or Platform;
- access, store, distribute or transmit viruses, malware, or other harmful material during use of the Site, Platform or Service; and/or
- make the functionality of the Services available to anyone other than Users, including, but not limited to, distributing the Services or by uploading the Services to a network and/or file sharing Services and/or through any hosting, application service provider and/or other type of service.

Some of the restrictions above may be waived in writing by the Provider, in its absolute discretion, where necessary to facilitate support for the Customer from, for example, a certified partner of the Provider.

Unauthorized use of the Services or any breach of the Terms by the Customer or any User will entitle the Provider to terminate the rights granted by the Provider to the Customer, in addition to its rights at law, and all illegal use will be reported to the appropriate authorities.

7. Refund Policy

Refunds will be made for errors associated with payment but not for Services that have been used.

If a Customer believes that there has been an error in payment, they should immediately contact Customer Support (post@cultureintelligence.io.) No refund will be given for any Services used.

Where Services are canceled due to lack of agreement on new Terms (see "Application of Terms" above), the Provider will refund any fee paid for the Services for the remaining deliverables and / or period of the Subscription Period.

8. Indemnity

The Provider or any Related Parties are not liable for any claim from which may arise out of use of the Services. The Customer may be liable to compensate the Provider if any claim is made against it as a result of use of the Services or failure to comply with the Terms.

None of the Provider and any Related Party accepts any liability for the Customer's use of the Site, Platform or Services in its business and should any claim be made against the Provider by any of the Customer's employees, directors, officers or other third parties in respect of the Customer's use of the

Site, Platform or Services, the Customer agrees unconditionally and irrevocably to indemnify and hold harmless the Provider and any Related Parties for any and all claims, losses, damages, judgments, fines, litigation costs, and legal fees relating to any and all third-party legal proceedings (including actions by government authorities).

9. Limitation of Liability

Purchase "as is" means that the Customer has no right to cancel the purchase (other than as explicitly regulated in these Terms) or claim compensation. In any case, the Provider's liability will be limited to what the Customer paid for the Services over a defined period.

The Provider and its Related Parties will not be responsible for the following liabilities:

- loss of profits, revenues, business opportunities, goodwill, or anticipated savings,
- indirect or consequential loss,
- punitive damages,
- access to, or use of, or inability to use or access, the Site, Platform or Services,
- results of the Services, or
- unauthorized access, use or modification of a Customer's data or content,

whether based on warranty, contract, negligence, or other legal theory and whether or not the Provider has been notified or is otherwise aware of the possibility of such loss.

The Provider's total liability arising out of or relating to these Terms is limited to 100% of the fees paid by the Customer to use the Services in the period of three (3) months before the claim arises.

10. Personal Data and Privacy Statement

The Provider's privacy statement regulates how personal data is processed.

By using the Services, Users and the Customer agree to receive electronic communications from the Provider relevant to use of the Platform and the Services from the Provider, either through the Services, by e-mail or by publishing messages on the Site.

In order to perform our services, we process Customer and User's personal data. By using the Services, Users and the Customer agree to the Provider's Privacy Policy, which is available here: <https://cultureintelligence.io/privacy-policy/>. If any Customer or User has a concern about how personal data is processed by the Provider, a complaint can be filed with the Inspectorate, email postkasse@datatilsynet.no, tel. 22 39 69 00 (datatilsynet.no).

11. Sub-contracting

The Provider may use the services of other companies to provide the Services to Customers and Users.

The Provider may at any time delegate or subcontract all or any part of the Services to any other company with no obligation to give notice to any Customers or Users, provided they comply with these Terms.

12. Customer Support

Help is available for Customers who experience problems with the Services.

The Provider wants all customers to be satisfied with the Service. Users are encouraged to read the most frequently asked questions on the Site ([FAQ | Culture Intelligence Help Center](#)) or can contact the Provider here ([Contact Us | Culture Intelligence Help Center](#)). A Learning Lab with in-depth material for the CI concept, and step-by-step User Manuals and videos, is also available on the Site ([Learning Lab | Culture Intelligence Help Center](#)).

The Provider's normal response time to a support case is one Business Day but could take longer if the case is started outside Normal Business Hours.

13. Governing law and Dispute Resolution

If there is a dispute about the Terms, Norwegian law will apply to interpret them and if an amicable resolution is not achieved, the Norwegian courts will decide how to resolve it.

Norwegian law applies to these Terms.

The Provider and a Customer shall endeavor to resolve any conflicts or disagreements between them through negotiation. If they cannot resolve the matter within 60 days, it is agreed that the courts of Norway shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with the Service with the venue to be Oslo District Court.

14. Translation

If there is a dispute about the Terms and they have been translated, the English language version applies.

These Terms were originally written in English (US). We may translate these Terms into other languages. In the event of a conflict between a translated version of these Terms and the English version, the English version will prevail.