

TERMS AND CONDITIONS

1. INTRODUCTION

These terms and conditions (the “**Terms**”), including any document referred to herein, form part of an agreement entered into between the Customer and Ceretai (individually, each a “**Party**” and collectively the “**Parties**”) for the Customer’s use of the Diversity Dashboard and any other services agreed upon between the Customer and Ceretai relating to the Diversity Dashboard. The agreement consists of: (i) the Service Agreement; (ii) these Terms; (iii) Appendix 1 (Data Processing Agreement) and (iv) any other document or instruction referred to in any of the aforementioned documents (collectively the “**Agreement**”). In case of inconsistency between the Agreement documents, the documents shall take precedence in the order presented in the above. Appendix 1, Data Processing Agreement, will however always take precedence over any other document.

2. DEFINITIONS

“**Ceretai**” means Ceretai AB, a Swedish limited liability company with reg. no. 559177-7403.

“**Customer**” means the Customer accepting to be bound by the Agreement or the organization the Customer represents when entering into the Agreement on its behalf.

“**Customer Data**” means all content, data or information processed, transmitted or submitted directly or indirectly by the Customer or on the Customer’s behalf when using the Diversity Dashboard.

“**Diversity Dashboard**” means the online, web-based applications and platforms provided by

Ceretai from time to time for diversity analysis purposes via the Website and as described on the Website.

“**Malicious Code**” means viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents, or programs.

“**Service Agreement**” means the agreement document named Service Agreement signed by the Customer and Ceretai or, in case the Customer enters into the agreement through a web form, the contents of the web form.

“**SLO**” has the meaning given in section 5.1 below.

“**Subscription**” means the Customer’s subscription to the Diversity Dashboard with the limitations and conditions set out in this Agreement.

“**Subscription Date**” means the Subscription Date as indicated in the Service Agreement.

“**Third-Party Applications**” means online, web-based applications and offline software products or services that are provided by third parties and which are interoperated to the Diversity Dashboard from time to time.

“**Usage Restrictions**” shall have the meaning set out in section 4.3 below.

“**Website**” means <https://ceretai.com> and any of its subdomains, in particular <https://diversitydashboard.ceretai.com>.

3. GENERAL

3.1 Subject to the Customer’s fulfilment of the payment obligations hereunder and within the scope of the applicable usage restrictions, the Customer is granted a non-exclusive right to use the Diversity Dashboard during

the validity of the Customer's subscription in accordance with the terms of the agreement.

3.2 Ceretai shall provide the Diversity Dashboard and the Customer shall pay for it from the Subscription Date until the end of the Customer's Subscription. If customization of the Diversity Dashboard has been agreed upon in the Service Agreement the Customer shall pay for it from the date when the customization was completed.

3.3 If the Customer does not comply with the terms of the Agreement, Ceretai is entitled to suspend the Diversity Dashboard until the Customer has rectified the non-compliance.

3.4 Ceretai reserves the right to make improvements, additions and changes, or to remove functions of the Diversity Dashboard at Ceretai's own discretion. Where such modification, although unlikely, removes a material function of the Diversity Dashboard, the Customer may terminate the Agreement with immediate effect in which case Ceretai will refund any prepaid fees, proportionate to the remaining term of the Customer's Subscription.

4. THE CUSTOMER'S GENERAL OBLIGATIONS

4.1 The Customer is responsible for maintaining the equipment, software and communication services required to use the Diversity Dashboard and must provide the types of information and data requested by Ceretai in the manner and format instructed

by Ceretai from time to time (e.g. on the Website) for the Diversity Dashboard to operate as intended and for any other services agreed upon to be provided.

4.2 The Customer is fully responsible for maintaining the security of the Customer's IT-environment, such as the operating environment, networks and applications. The Customer is further always responsible for ensuring safe management of login details such as usernames and passwords for the Diversity Dashboard and is always responsible for any actions or omissions to act via the Customer's user account(s).

4.3 The Customer is obliged to follow applicable user guidelines and usage restrictions and limitations set out in the Agreement, on the Website and/or any other written instructions from Ceretai for the use of the Diversity Dashboard ("**Usage Restrictions**").

4.4 If the Customer's use of the Diversity Dashboard jeopardizes the Diversity Dashboard or other Customers' use of it, Ceretai is at its own discretion entitled to suspend the Diversity Dashboard until remedied by the Customer.

4.5 The Customer must in particular not:

- a) in any way attempt to reverse engineer, decompile or otherwise recreate the Diversity Dashboard;
- b) make the Diversity Dashboard available to any third party other than as permitted by the Agreement;

- c) sell, resell, rent or lease access to the Diversity Dashboard;
- d) use the Diversity Dashboard to store or transmit Malicious Code, intellectual property rights infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of applicable data protection laws;

5.3 Response time is measured during normal business hours in Sweden.

5.4 Technical support and user questions are answered by phone and email during the opening hours of Ceretai's support according to the Website.

5.5 The SLO sets forth Ceretai's total responsibility with respect to the availability of the Diversity Dashboard.

5. SERVICE LEVELS

5.1 The Diversity Dashboard is provided with the service level objectives defined in this section 5 ("SLO").

5.2 Ceretai shall use its best efforts to achieve the following response objectives for incidents relating to the Diversity Dashboard:

Severity level	Description	Response time objective
1	Critical production issue in the Diversity Dashboard affecting all users, causing total system unavailability or data integrity issues where no workaround is available.	Two (2) hours.
2	Significant performance degradation is experienced, or functionality is persistently degraded for many users. No reasonable workaround available.	One (1) business day.
3	All other incidents which should not reasonably be classified as 1 or 2.	On a case by case basis considering the nature of the incident.

6. PRICES AND PAYMENT

6.1 From time to time applicable prices for the Diversity Dashboard and other services ordered by the Customer can be found on the Website, unless specifically agreed in the Service Agreement. All prices are exclusive of applicable VAT. Ceretai is entitled to change the applicable prices by notifying the Customer thereof in writing with reasonable notice. Changes in Subscription prices will at the earliest take effect from the next renewal date of the Customer's Subscription(s). The Customer may terminate the Subscription(s) that are made subject to an increase in price by notifying Ceretai thereof in writing no later than when the increase would otherwise take effect.

6.2 Unless specifically agreed or indicated on the Website the Customer shall pay a quarterly fee in advance per Subscription for the Diversity Dashboard from the Subscription Date. Any other services agreed are invoiced at the cost agreed upon and invoiced monthly in arrears. Payment shall be made by the means of payment offered by Ceretai from time to

time, including invoicing by email. If payment is made by invoice, payment is due thirty (30) days from the invoice date. By paying for the Diversity Dashboard by card, the Customer authorizes Ceretai to automatically charge the service fee on the final day of the Customer's current Subscription cycle, i.e. the Subscription will automatically renew unless terminated.

- 6.3 If payment is late or incomplete, Ceretai is entitled to interest on overdue payment in accordance with the Interest Act (1975:635), a reasonable late payment charge and/or a debt collection fee according to applicable laws. In addition to any other available remedies under the Agreement, if full payment is not received within ten (10) days from the date a written payment reminder was sent by Ceretai, Ceretai may immediately suspend the Diversity Dashboard, and/or terminate the Agreement with immediate effect.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 Ceretai and/or Ceretai's licensor(s) hold all rights, including all intellectual property rights, related to the Diversity Dashboard and any therein included software and source code, including but not limited to patents, copyrights, design rights and trademarks. Nothing in this Agreement shall be interpreted as a transfer of such rights, or part thereof, to the Customer. Should the Diversity Dashboard in any way require Ceretai's use of intellectual property rights held by the Customer or a third party, Ceretai is granted a license by the Customer to utilize such intellectual property

rights for said purpose for as long as the Diversity Dashboard is provided to the Customer. The Customer shall indemnify and hold Ceretai harmless for any and all damages, costs and expenses as a result of claims of infringement aimed at Ceretai based on Ceretai's use of The Customer's Data to provide the Diversity Dashboard to the Customer.

- 7.2 Ceretai agrees to indemnify the Customer for damages, liabilities, costs and expenses awarded in a final judgment or settlement based on the Customer's use of the Diversity Dashboard infringing any third party's intellectual property rights. Ceretai's obligation to indemnify is conditional upon that the Customer:
- a) notifies Ceretai in writing without delay of the claims brought against the Customer;
 - b) has used the Diversity Dashboard in accordance with the Agreement;
 - c) allows Ceretai to decide over and control the defense and all related settlement negotiations; and
 - d) acts in accordance with Ceretai's reasonable instructions and cooperates with and assists Ceretai in the investigation and defense of the claim.
 - e) If it is finally determined that there is an infringement of a third party's intellectual property rights for which Ceretai is liable under the Agreement, Ceretai will at its discretion either procure the necessary rights for the Customer's continued use of the Diversity Dashboard, modify it so that it does not infringe or terminate the Agreement and repay any prepaid

fees proportionate to the remaining term of the Customer's Subscription.

7.3 The Customer grants Ceretai a royalty-free, worldwide, transferable, sub-licensable, irrevocable and perpetual license to use and/or incorporate into the Diversity Dashboard or any other product of Ceretai, any suggestions, enhancement requests, recommendations or other feedback provided by the Customer relating to the operation of Ceretai. The license includes the right for Ceretai to modify, further develop and further license any of the aforesaid.

8. CONFIDENTIALITY

8.1 The Parties hereby agree not to, without the other party's prior written approval, publish or otherwise disclose to a third party any information relating to the other party's business which is or can be reasonably presumed to be confidential, with the exemption for;

- a) information that is or becomes publicly known, except through a breach of this Agreement by the receiving party;
- b) information that is public to the receiving party from third party without obligation of confidentiality;
- c) information that was known to the receiving party prior to receipt from the disclosing party, without obligation of confidentiality; or
- d) the disclosure or use of information is required by law, regulations or any other regulatory body.

8.2 The Customer's Data shall always be held confidential by Ceretai, provided that it may be transmitted and/or stored with Ceretai's suppliers as necessary for Ceretai to provide the Diversity Dashboard to the Customer.

8.3 Each party shall ensure that their sub-contractors, consultants and employees comply with this confidentiality clause.

8.4 Ceretai may keep the results of any analysis performed through the Diversity Dashboard and use it for any purpose, provided however that the results will not include any personal data and that Ceretai must not disclose it in any manner so that it can be connected to the Customer. The content data (e.g. recorded video material) will be deleted automatically once the analysis has been performed.

9. CHANGES IN THE CUSTOMER'S SUBSCRIPTION AND THE AGREEMENT

9.1 The Customer may at any time choose to upgrade or downgrade their Subscription directly through the Diversity Dashboard (if such feature is made available) and always by contacting Ceretai. A downgrade will come into effect three (3) months from the Customer's request.

9.2 If a Subscription is upgraded, unless otherwise agreed, the Customer will be charged in accordance with the applicable rates for the upgraded Subscription plan as if the Customer would have had that Subscription plan from the first calendar day of the month in which the upgrade was

made. The billing cycle for the Subscription will remain unchanged. E.g.: if an upgrade is made on 17 February and the Customer has already been invoiced for 1 January - 31 March, the Customer will receive an extra invoice with an amount equal to two (2) months' difference in price between the old and new Subscription plans. The subsequent invoice will cover the upgraded plan's Subscription fee between 1 April and 30 June.

- 9.3 Ceretai is entitled to amend the Agreement by notifying the Customer in writing with no less than thirty (30) days' notice. The Customer is entitled to terminate the Agreement if the change is of a material inconvenience for the Customer provided that the Customer notifies Ceretai of the termination before the change takes effect.

10. PERSONAL DATA

- 10.1 Ceretai's processing of personal data on the Customer's behalf as a processor within the sense of the EU Data Protection Regulation is governed by the Data Processing Agreement (Appendix 1).

11. LIABILITY

- 11.1 The Diversity Dashboard is provided on an "as is" basis. Ceretai disclaims all liability for implied fitness for any particular purpose. Please note that Ceretai cannot guarantee the accuracy in the outcome of any analysis of The Customer's Data through the Diversity Dashboard.
- 11.2 Ceretai is, with the limitations set out below, liable towards the Customer

for damages caused by Ceretai's negligence.

- 11.3 Unless otherwise agreed in writing, Ceretai is not liable for damage caused by modifications or changes to the Diversity Dashboard made according to the Customer's instructions or by the Customer or on the Customer's behalf.
- 11.4 Ceretai shall not be liable for indirect or consequential damages including but not limited to loss of profit, revenue, savings, or goodwill.
- 11.5 Ceretai's total and aggregate liability under the Agreement for all damages occurring during one and the same calendar year is limited to the greater of: an amount corresponding to the fees paid by the Customer during the twelve (12) months period during the preceding calendar year and EUR 1,000. Ceretai's liability for damages caused by a Third-Party Application shall not exceed such amount as Ceretai is entitled to reclaim from the provider(s) of the Third-Party Application.
- 11.6 Ceretai is not liable for damages unless the Customer notifies Ceretai in writing thereof no later than 90 days after the Customer noticed or should have noticed, the actual damage or loss, however no later than six (6) months from when the damage occurred.

12. FORCE MAJEURE

- 12.1 Each party shall be relieved from liability for damages for a failure to per-

form any obligation under this Agreement to the extent that the due performance is prevented by reason of any circumstance beyond the control of the party, such as stroke of legal enactment, labor disputes, loss of communication or electricity, mobilization or military call-up by larger scope, government regulations, restrictions on fuel, goods or energy as well as errors or delays in deliveries from subcontractors caused by any such circumstances referred to in this section 12. All subject to that the other party is immediately notified of the relieving circumstance.

13. TERM AND TERMINATION

- 13.1 The Diversity Dashboard is provided on a subscription basis. Either party may terminate a Subscription at any time subject to three (3) months' written notice, unless otherwise agreed in the Service Agreement.
- 13.2 The Agreement terminates automatically when the Customer's Subscription is effectively terminated (or, if the Customer has multiple Subscriptions, when the final Subscription is effectively terminated) in accordance with section 13.1 above.
- 13.3 Either party is entitled to terminate the Agreement with immediate effect in case of the other party's material breach of the Agreement that is not rectified within thirty (30) days of the other party's written notice of the breach (provided that the nature of the breach is such that it can be rectified) or where the other party is declared insolvent, is subject of an application or

order for bankruptcy or company reorganization or suspends its payments.

14. CONSEQUENCES OF TERMINATION

- 14.1 Upon the effective termination or expiry of the Agreement each party shall promptly return, destroy or delete the other party's confidential information.
- 14.2 Upon prior written request made within thirty (30) days of the effective termination or expiry of the Agreement, Ceretai will let the Customer retrieve or deliver The Customer's Data currently in Ceretai's possession. After the thirty (30) days' period, Ceretai will delete all copies of The Customer's Data, unless otherwise agreed or if Ceretai is required to keep it by applicable law.
- 14.3 The rights and obligations of the Parties set forth in this section 14, section 6, 7, 8, 11, 15 and 16 and any right or obligation of the Parties in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive its termination or expiry.

15. MISCELLANEOUS

- 15.1 Ceretai is entitled to engage subcontractors for the performance of its obligations under this Agreement.
- 15.2 The Agreement forms the parties' entire understanding of all the questions related to the Diversity Dashboard. All written or oral representations or warranties prior to the Agreement are replaced by the Agreement.

15.3 The Agreement may not be assigned to a third party without the other party's prior written approval. Ceretai is however entitled to assign the Agreement to a third party in connection with a transfer of Ceretai's business or a part thereof and to companies within the same group as Ceretai.

16. GOVERNING LAW AND DISPUTES

16.1 This contract shall be governed by the substantive law of Sweden and be construed in accordance with Swedish law.

16.2 Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC").

16.3 The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators.

16.4 The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English.

Appendix 1 Data Processing Agreement

1. GENERAL

1.1 Ceretai will process personal data for which the Customer is the data controller under applicable data protection law. The Parties have therefore agreed to enter into this Data Processing Agreement to provide for the respective party's obligations in respect of such personal data processing. Terms and concepts used in capitalized letters not defined herein shall have the meaning set forth in the Agreement. Where appropriate, other terms and concepts shall have the meaning provided for under applicable data protection law.

2. CERETAI'S RESPONSIBILITIES AND OBLIGATIONS

2.1 Ceretai or its personnel working under its management may only process personal data in accordance with the Customer's documented instructions. In addition to the instructions set forth in Sub-Appendix 1 (Instructions on processing of personal data) to this Data Processing Agreement, the Agreement and Ceretai's performance thereof shall be the Customer's documented instructions to Ceretai in respect of processing of personal data. Ceretai may further process personal data on behalf of the Customer to the extent required under Union or a Member State's national law to which Ceretai is subject. Ceretai shall inform the Customer of the legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

2.2 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Ceretai shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate:

- a) the pseudonymization and encryption of personal data;
- b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and
- d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.

2.3 Ceretai is obligated to take the technical and organizational measures required under applicable data protection law to protect the personal data processed on behalf of the Customer from unintentional or unlawful destruction, loss or modification or unauthorized disclosure of or access to such personal data.

2.4 Ceretai may take other or additional measures as required due to new or amended legislation, or as a result of decisions by public authorities.

- 2.5 Ceretai shall further:
- a) assist the Customer in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the Data Protection Regulation, taking into account the nature of processing and the information available to Ceretai;
 - b) taking into account the nature of the processing, assist the Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising data subjects' rights laid down in Chapter III of the Data Protection Regulation;
 - c) upon reasonable notice, make available to the Customer all information necessary to demonstrate compliance with the obligations laid down in article 28 of the Data Protection Regulation and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer; and
 - d) ensure that persons authorized to process personal data on behalf of the Customer have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 2.6 The obligation under section 2.5 d) shall not apply in relation to information that Ceretai is ordered to disclose or submit to public authorities or information disclosed in order to exercise or defend legal

claims, whether in court proceedings or in an administrative or out-of-court procedure.

- 2.7 Ceretai is authorized by the Customer to engage sub-processors and shall enter into data processing agreements in its own name with such sub-processors that are as stringent as this. Ceretai shall inform the Customer of any intended changes concerning the addition or replacement of other sub-processors, thereby giving the Customer the opportunity to object to such changes. Ceretai shall further make available to the Customer an up-to-date list indicating the sub-processors engaged, contact details to these as well as the geographical location where their processing activities in respect of the personal data for which the Customer is the data controller of are performed. Such list to be made available in the manner decided by Ceretai, e.g. on the Website. Ceretai shall remain fully liable to the Customer for the performance of that other processor's obligations if a sub-processor fails to fulfil its data protection obligations.

- 2.8 Ceretai may transfer personal data for which the Customer is the data controller to countries outside the EEA, subject to applicable legal requirements in respect of protection of personal data in relation to such transfers being observed.

- 2.9 After the end of the provision of Services relating to the processing of personal data under this Data

Processing Agreement and at the choice of the Customer, Ceretai will delete or return all personal data processed under this Data Processing Agreement to the Customer, and delete existing copies unless Union or Member State law requires storage of the personal data. Ceretai's obligation to return personal data ends thirty (30) days following termination of the Agreement if the Customer has not requested the return of personal data in writing by then.

- 2.10 Ceretai's liability for damages under this Data Processing Agreement or otherwise in relation to processing of personal data for which the Customer is the data controller is limited as set forth in section 11 of the Terms.

3. THE CUSTOMER'S RESPONSIBILITIES AND OBLIGATIONS

3.1 The Customer is in its capacity of data controller liable to ensure that the processing of personal data carried out within the scope of the Diversity Dashboard is compliant with applicable law, including but not limited to data protection law. Such requirements include, but is not limited to, the provision of information about processing of personal data to data subjects concerned and ensuring that there is a legal ground for Ceretai's processing of said personal data to provide the Diversity Dashboard.

3.2 The Customer shall pay for Ceretai's work and costs to accommodate:

- a) any changes or new instructions by the Customer;
- b) assistance with information and audits referred to in section 2.5 c) above;
- c) the Customer's objection against the use of a specific sub-processor as provided for in section 2.7 above;
- d) manual assistance in returning personal data as provided for in section 2.5 above; and
- e) assistance in relation to actual requests to the Customer by data subjects as referred to in section 2.5 b) above.

3.3 Having regard to the standardized nature of the Diversity Dashboard, if it is in the reasonable opinion of Ceretai would not be commercially feasible to accommodate the Customer's request, Ceretai may instead of accommodating changes in the Customer's documented instructions choose to terminate the Agreement with immediate effect.

Sub-Appendix 1 – Instructions on processing of personal data

In addition to what is set forth in the Agreement, the Customer instructs Ceretai to process personal data for which the Customer is the data controller in accordance with the below instructions

<p>Purposes of the processing</p> <p>Specify all purposes for which personal data will be processed by Ceretai</p>	<p>Audio and/or video material, live or recorded (as applicable,) provided to Ceretai is processed to provide the Diversity Dashboard (as defined in the Agreement) to the Customer.</p>
<p>Types of personal data and categories of data subjects</p> <p>i) Specify the types of personal data that will be processed by Ceretai</p> <p>ii) Specify the categories of data subjects whose personal data will be processed by Ceretai</p>	<p><i>Persons in video and/or audio recordings (as applicable)</i></p> <p>In the course of the Customer’s use of the Diversity Dashboard the Customer may come to provide audio or video recordings to Ceretai. Ceretai will process any personal data included in such recordings, including e.g.:</p> <ul style="list-style-type: none"> a) voice and/or images of persons that can be used to identify them; b) ethnicity; c) gender; d) age. <p>Note: personal data about the Customer’s users of the Diversity Dashboard is also processed by Ceretai in the course of managing login credentials and to manage the relationship with the Customer as a Customer. This data is however processed by Ceretai in capacity of a controller why it has not been included in the data processing agreement.</p>
<p>Duration of the processing</p> <p>Specify the duration of the processing of personal data performed by Ceretai before data will be deleted.</p>	<p>All audio and/or video material (as applicable) is deleted when it has been analyzed through the Diversity Dashboard.</p>

