Talentech

Version 1.4, updated April, 2026

GENERAL TERMS OF USE

1 INTRODUCTION

1.1 These general terms and conditions for the service have been entered into between Talentech and the customer in connection with Talentech's provision of the service to the customer.

1.2 In the event of a conflict between the terms of the agreement, the contract documents shall be given priority in the following order:

1. Data Processing Agreement
2. Front page of the agreement
3. These General Terms of Use
4. Appendix A – Service Level Agreement (SLA)

2 USE OF THE SERVICE

2.1 The Customer and its users and administrators have the right to use the Service in accordance with the Agreement and to use the technology and software on which the Service is based, in accordance with the purpose of the Agreement .

2.2 The Service is intended for internal use and may only be used in accordance with the purpose for which the Service is intended. If the purpose of the Service is to use it for the Customer's future employees to provide information about the Customer to the employee (onboarding), the Customer has the right to use the Service for this purpose.

2.3 The Customer is not entitled to resell the Service to third parties. If the customer otherwise wishes to use the service externally as an HR partner for another company, the right to such use must be stated in the agreement.

2.4 The Service may only be used within the usage restrictions set out by Talentech in the Agreement or otherwise in written instructions, including with respect to limitations on the number of users.

2.5 The Customer must use the Service in accordance with the Agreement and the User Instructions as well as other policies and guidelines developed by Talentech.

In addition, Customer agrees that any use of the Services is subject to the following terms and conditions:

a) The Customer is responsible for ensuring that all use of the Service complies with applicable laws and regulations.

b) The Client is responsible for ensuring that the content of the Service created by the Client (i) is free of viruses or other malware, (ii) is in the agreed format, (iii) does not contain illegal or unethical material*, and (iv) does not damage or adversely affect* the services provided by Talentech or Talentech's (or Talentech's subcontractors') infrastructure;

systems, networks, services, or other customers. Data created by candidates is not covered by this responsibility.

**Unethical material means material (text or image) that is, for example, discriminatory, threatening, pornographic or misleading.*

**Adversely Impacted means actions, data, or content that damages or impairs the quality, stability, security, or availability of the Service.*

c) Customer must ensure that Users and Administrators comply with this Agreement.

d) Customer shall ensure that account information, including passwords, other login credentials, and all activity relating to Customer's use of the Service, is and will remain confidential. If Account Information is made available to third parties, or if the Customer becomes aware of other events or circumstances that may pose a risk to the security and integrity of the Services, the Customer must immediately change the Account Information and notify Talentech thereof.

e) The Client shall not act in a manner that is detrimental to or may damage the goodwill and integrity of Talentech or Talentech's subcontractors.

2.6 Infrastructure and equipment required to use the Service, including hardware, internet access, web browsers, etc., shall be provided by Customer at Customer's expense. Talentech assumes no responsibility for errors and deficiencies in such infrastructure or equipment.

2.7 Talentech reserves the right to monitor the use of the Service to ensure compliance with the Agreement. For example, if we have specified in the contract the number of administrators to be included in the license, Talentech will check once a year, in connection with a status meeting with the customer, that there are no more administrators than are included.

Talentech may, without prior notice and with immediate effect, suspend the Customer's access to or use of the Service if Talentech has reasonable grounds to believe that the Customer is in breach of the Agreement or is using the Service in an illegal or inappropriate manner.

Talentech shall immediately notify the Customer of such suspension, the reason for it and the potential duration, as well as any other information that the Customer may reasonably require.

Suspension due to Customer's misuse of the Service does not relieve Customer of its obligation to pay all amounts due under the Agreement for the remaining term of the Agreement.

2.8 Customers, Users, and Administrators may not do, or permit any third party to do, any of the following, except as expressly provided for in the Agreement:

a) disassemble components of the Service for use in different computers and/or make them available to multiple users;

b) adapt, modify, display or otherwise display, translate, incorporate into another Product, or otherwise create derivative works of, or otherwise modify the Service;

c) sublicense, rent, rent, lend or distribute, transfer or otherwise make the Service available to any third party;

d) transfer the Service to a third party;

e) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Service, except as permitted by applicable law; or

f) remove, modify, or obscure any intellectual property rights in or in the Services.

3 DELIVERY TIME AND IMPLEMENTATION OF THE SERVICES

3.1 Talentech shall inform the Customer when Talentech considers the Service to be ready for use. Customer is responsible for testing the Service within 14 days of receipt of such notification to verify that the Service is in accordance with the Agreement. If Talentech is not notified of claims of errors or deficiencies within this period, the service is deemed to have been provided and accepted by the customer.

3.2 The customer is responsible for assisting Talentech with the implementation of the service at the customer's premises. Talentech will offer assistance and training in connection with the implementation. Such assistance will be billed according to Talentech's hourly rates, unless otherwise stated in the agreement.

3.3 Talentech shall provide sufficient and necessary expertise to ensure that the implementation is in accordance with these General Terms of Use and the Agreement, and shall provide the Services with care and efficiency.

3.4 Requirements regarding the availability of the service are listed in Appendix A.

4 PRICE AND PAYMENT

4.1 The parties have reached an agreement on the price of the service under the agreement. All prices are exclusive of VAT and other taxes and duties. VAT and other taxes and fees will be billed in accordance with prices and applicable laws at the time of billing.

4.2 The customer is invoiced quarterly in advance, the first time at the signing of the agreement and thereafter on an ongoing basis, unless otherwise agreed in the agreement.

4.3 The implementation price is invoiced at the time of signing the agreement and covers the described implementation. However, the customer is responsible for using this within 6 months of signing, unless otherwise specified in the agreement. If the circumstances of delayed implementation are due to resources at Talentech, then the above lapses.

4.4 If the service ordered by the customer includes several of Talentech's products, all products will be invoiced at the time of signing the agreement, unless otherwise agreed in the agreement. If the customer has received a total discounted price for multiple products and then cancels a single product from a total package, the discount expires and other products are adjusted to normal prices.

4.5 Consulting hours and other costs are invoiced monthly. If the customer cancels a meeting later than 48 hours before the agreed time, Talentech can invoice for assigned consulting hours + any transport costs. If the customer wants to have one or more of their online workshops physically, it is possible.

4.6 Unless otherwise agreed, invoices must be paid 30 days after the invoice date. Talentech reserves the right to charge an invoicing fee.

4.7 Prices are adjusted annually in accordance with the increase in the Consumer Price Index from summer time in Norway.

The customer must be informed in writing of any other price adjustments no later than 30 days before the price adjustment takes effect.

4.8 The price stated in the agreement is based on the number of employees and administrators of the customer at the time of signing the agreement. The number of employees is calculated annually based on the number of people. Talentech has the right to change the price if the number of employees and/or administrators increases at the customer.

4.9 In the event of significant increases in Talentech's costs for delivering the Services, including but not limited to increases in costs related to third-party suppliers, hosting, infrastructure, or regulatory requirements, Talentech reserves the right to adjust the prices accordingly. Any such adjustment shall be reasonable and proportionate, and the Customer shall be notified in writing at least 30 days prior to the adjustment taking effect.

4.10 In the event of late payment under the agreement, a reminder fee will be charged in accordance with the legislation applicable to the agreement. In the event of non-payment, Talentech reserves the right to terminate the service, temporarily or permanently, provided that the outstanding amount is not paid within 10 working days after receipt of the notification of non-payment from Talentech.

5 VERSIONS

5.1 The Customer must always use the latest version of the Service and the technology and software on which the Service is based and which Talentech has made available. A new version of the service must be implemented by the customer without undue delay and no later than six months after it has been made available by Talentech. Talentech is not obligated to provide support and maintenance for older versions more than six months after such new version has been made available to the customer. The service is a cloud solution, so upgrades/updates are automatic.

6 THIRD-PARTY PRODUCTS AND/OR SERVICES

6.1 If Customer uses third-party products and/or services for use in the Service, Customer is responsible for entering into agreements in connection with such products and/or services. Talentech is not responsible for the functionality of third-party products and/or services.

7 REPORTING AND AUDITING

7.1 Talentech has the right to conduct audits of the Customer's use of the Service to verify that the fee paid is in accordance with the Agreement in terms of number of employees, users, administrators, locations, etc. Such revision must be notified within a reasonable time and carried out with the least possible inconvenience to the customer. If an audit reveals non-compliance with the Agreement, the Customer shall, without undue delay and no later than 30 days after receipt of the notification from Talentech, correct this non-compliance. Such an amendment does not preclude the exercise of other rights or remedies under the Agreement.

7.2 The Customer's right to review Talentech is regulated in the Data Processing Agreement.

8 CUSTOMER DATA

8.1 The processing of personal data in connection with the Customer's use of the service is regulated in the Data Processing Agreement.

9 INTELLECTUAL PROPERTY RIGHTS

9.1 The Parties' intellectual property rights, including all rights in the Parties' existing technology, products and works, and all related and related materials, shall remain with that Party or its licensors.

9.2 All rights to and to the intellectual property rights in the Service and in all other deliveries from Talentech to the Customer shall remain with Talentech or Talentech's licensors.

9.3 The Client has the right to use Talentech's trademarks in connection with the use of the Service, and Talentech has the right to use the Client's trademarks in connection with customer references.

9.4 Talentech shall compensate the Customer for any costs, loss or damage arising from a claim against the Customer that the use of the Service infringes a third party's intellectual property rights, provided that:

a) The Customer immediately informs Talentech in writing of the claim, and

b) Talentech has the right to defend or settle the matter, and the customer provides Talentech with reasonable assistance in connection with the processing of the matter.

9.5 If a claim for infringement is made against Talentech, or Talentech assesses that this may happen, Talentech has the right at its own expense to:

a) to change the service to avoid possible allegations of infringement, so that Talentech ensures continued compliance with the agreement

b) give the Customer the right to continue to use the Service under the Agreement free of charge and without liability or limitation, or

c) if none of the above options are commercially feasible in Talentech's opinion, immediately terminate the agreement by notifying the customer.

9.6 Talentech is not responsible for claims arising from:

a) changes to the Service made by the Customer or third parties, or Talentech's modification of the Service in accordance with written specifications received by the Customer

b) combination of, or use of, the Service with Customer's or third party hardware or software not provided by Talentech, provided that such a need would not have arisen if such combination or use had not taken place

c) use of an older, outdated version of the Service, provided that the use of the latest version would have prevented the infringement, or

d) use of the Service in addition to the rights granted to the Customer under the Agreement.

9.7 The provisions of this clause 9 constitute Talentech's total liability and the Customer's sole remedy in the event of infringement of a third party's intellectual property rights.

10 BREACH OF CONTRACT AND LIMITATION OF LIABILITY

10.1 Failure to comply with a party's obligations under the Agreement constitutes a breach of the Agreement.

The party in breach of the contract shall, without undue delay and at its own expense, remedy the breach of contract and compensate the injured party for the financial loss incurred as a result of the breach of contract, within the limits set out in clauses 10.4 to 10.6 and clause 13.2.

10.2 The party shall notify the other party of the crime as soon as possible and no later than 14 days after the event that is alleged to constitute a crime has occurred.

10.3 The service is sold in the condition and as is. To the extent permitted by laws applicable to the Agreement, Talentech disclaims all warranties, express or implied, statutory or otherwise, including, but not limited to, warranties of functionality, fitness for a particular purpose, or security requirements. Talentech disclaims all liability for errors in the service, for the service to be uninterrupted or for the service not containing viruses or other malware, in addition to Talentech's liability for reduced service levels as set out in Appendix A.

10.4 Neither party is liable for the other party's indirect losses.

In addition, Talentech is not liable to the Customer, Users, Administrators or third parties for:

a) failures or delays beyond Talentech's reasonable control, including force majeure, general delays on the internet or on the line, power failures or machine failures, or

b) errors caused by the customer's systems or actions, negligence or omission, which is the customer's responsibility.

10.5 In no event shall the total and maximum liability of the breaching party against the indemnified party for each 12-month period of the Agreement Term or otherwise in accordance with the Agreement exceed the amount equal to the total amount paid by Customer for the Service in the 12 months prior to the tort or tort action.

10.6 The limitation of liability does not apply to losses attributable to (i) a party's obligation under clause 9 (intellectual property rights), (ii) breach of clause 9 (intellectual property rights). 11 (confidentiality) or (iii) gross negligence or willful misconduct.

10.7 If the breaching party's breach of the agreement constitutes a material breach, the injured party may immediately terminate the agreement. Material defaults include, but are not limited to, the following:

a) Material breach of the contract which, if remedied, cannot be remedied within 30 days of receipt of the claim

b) Customer's non-payment, and such non-payment continues for 30 days after the Customer receives notice of such non-payment, or

c) Either party may terminate the contract by written notice if the other party becomes insolvent, unable to pay its debts, or goes into liquidation, either voluntarily or by law.

11 CONFIDENTIALITY

11.1 The parties are bound by a duty of confidentiality. The parties may not use or disclose confidential information to any person, either during or after the term of the Agreement, except for purposes consistent with the exercise and enforcement of the party's rights under the Agreement or by law.

11.2 Confidential Information includes the specific terms of the Agreement as well as any other business, technical and other information relating to the other party that a party receives or obtains, directly or indirectly, in writing or otherwise, including information regarding personal data, intellectual property rights, users or the Service. However, with the exception of Personal Data, Confidential Information may not include information that is already in the Recipient's possession and that is not confidential, or that is provided to the Recipient by a third party other than a relevant third party under this Agreement, and without violating any confidentiality agreements or information that has already been publicly available without causing a breach of the Agreement.

11.3 The parties must maintain confidentiality and protect the other party's confidential information in a manner that is at least equivalent to the level of protection afforded to the party's own confidential information.

12 TERMINATION

12.1 The Agreement enters into force on the date of entry into force and enters into force during the Agreement period according to the front page of the Agreement.

12.2 Upon termination of the Agreement, the Parties must return all material received from or belonging to the other Party, and Talentech shall, in accordance with clause 14 of the Data Processing Agreement, delete all Personal Data for which the Customer is the Data Controller.

13 CHANGES TO THE SERVICES

13.1 Talentech reserves the right to make adjustments and changes to the service with reasonable notice to the customer. If such an adjustment or change results in all or part of the service being phased out of Talentech's portfolio and Talentech is unable to offer a suitable replacement, Talentech has the right to terminate the agreement. Talentech shall notify the customer of such phase-out no later than three months before the phase-out takes place.

13.2 The Client agrees that Talentech cannot be held responsible for any losses or costs incurred by the Client or third parties as a result of changes to or phasing out of all or part of the Service.

14 SUBCONTRACTORS

14.1 Both parties are fully responsible for the acts and omissions of their subcontractors, in the same way as if it were the party itself who performed the act or committed the omission.

15 GRANT OF RIGHTS

15.1 Talentech may, in whole or in part, assign or transfer its rights and obligations under the Agreement to third parties without the Customer's written consent.

15.2 No party may assign or transfer its rights and obligations under the Agreement without the written consent of the other party. Such consent may not be withheld without reasonable cause. However, this limitation does not apply to the transfer of rights under the contract to: (a) the party's subsidiaries or affiliates; (b) a business that has arisen as a result of the party's merger with or into another company; or (c) the person or entity that assumes the majority of the party's outstanding debts or the principal amount of the party's assets.

16 FORCE MAJEURE

16.1 Each party shall be exempt from performing its obligations under the Agreement (except for any payment obligations) if the failure to do so is due to compliance with legal requirements, such as fire, strikes, embargo, terrorist attacks, war, riot or other causes beyond the reasonable control of the parties (force majeure). A delay caused by such a force majeure situation shall result in a corresponding extension of the obligation to perform, or a total or partial waiver of it, on reasonable grounds. A force majeure situation lasting more than 90 days gives both parties the right to terminate the contract.

17 COMMUNICATION

17.1 All notices, requests and other communications in connection with the Agreement shall be in writing and shall be deemed to have been properly delivered or received when delivered directly, by mail or e-mail to the party's address or contact person as set forth on the front page of the Agreement.

18 CHANGES TO THE GENERAL TERMS OF USE

18.1 Talentech reserves the right to update or change these Terms of Use. The Customer shall be informed of any significant changes* that affect the Customer's use of the Service, or otherwise affect the terms and conditions necessary for the use of the Service. If the customer does not approve the changes, the customer may terminate the agreement with effect from the date on which the changes take effect.

*Significant *changes mean changes that deviate from the Agreement or from how you habitually use the Service.*

19 GOVERNING LAW AND DISPUTES

19.1 The agreement is governed by the laws set out in the provisions of the agreement on choice of law.

19.2 Any dispute or claim arising out of or in connection with the Agreement shall be resolved by mutual agreement by negotiation.

19.3 If it is not possible to resolve the dispute by mutual agreement, any dispute or claim in connection with this Agreement shall be heard by ordinary courts with the local district court as the agreed body.

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