Culture Amp General Terms

Version date: January 2025

The General Terms, all Service Order(s) and any privacy related documents executed by the parties (collectively, this "Agreement") form a contract between you and Culture Amp. This Agreement governs your subscription to, and use of, Culture Amp's website and/or other related applications or services including but not limited to translation, analytics and individual and organizational level feedback (together, the "Services"). The parties have executed this Agreement by signature of their authorized representatives.

In this Agreement, a reference to:

- ***Culture Amp***, ***we***, ***us*** or ***our*** means the relevant Culture Amp entity indicated in clauses 13.2 through 13.4;
- the ***Customer***, ***you*** or ***your*** means the entity or person indicated in the relevant section of the Service Order;
- ***Customer Data*** means any content or data that you or your Users submit or transfer to Culture Amp using the Services (including personal data or survey responses);
- ***Effective Date*** means the date that the Customer signs the Service Order;
- ***Professional Services*** means if applicable for your selected Culture Amp product, any live results interpretations, customization, training, strategy sessions, and change management are referred to as "Professional Services". Professional Services together with services described in the General Terms are the "Services".
- ***Reports*** means any reports or analysis generated through the Culture Amp platform or other output of the Services;
- ***Service Improvement*** means work carried out by Culture Amp to improve the Services, including work in respect of benchmarking, text analytics, linkage analysis, attrition prediction, algorithm improvements, comment translation and the development and provision of additional services and functionality;
- ***Service Order*** means an order form that sets forth the Culture Amp products that are being licensed by Customer;
- ***Subscription Term*** means the length of time set forth on a Service Order for which you agree to use and pay for the Services;
- ***Term*** means the length of time beginning on the Effective Date and ending on the last day of a then current Subscription Term (that has not been renewed); and
- ***Users*** means any person or entity to whom you provide access to our Services, including any administrators or managers of your account or survey respondents, inclusive of employees or personnel of your affiliates added as Users under your account.

1 Services

1.1 Culture Amp Services

During the Subscription Term, we will provide you with the worldwide (subject to applicable export and import laws and regulations), non-exclusive, limited, non-transferable (except pursuant to a permitted assignee under these General Terms), royalty-free right for its Users to access and use the Services as described in your Service Order(s). You may order additional services at any time by contacting our Customer Success team. We will invoice you for any additional services you order after the start of the Term at the time those additional Services are ordered. You will provide reasonable cooperation as Culture Amp may request to enable Culture Amp to exercise its rights and perform its obligations in connection with this Agreement.

1.2 Changes to Services

We continually change and improve our Services. Culture Amp may alter the Services at any time without prior notice. We will provide you with reasonable prior notice if we make a change to the Services resulting in an overall material decrease in functionality of the Services. If we do make a change that results in a material decrease in functionality, you may terminate your Subscription under clause 8.3.

1.3 Suspension of Services

We may limit or suspend the Services from time to time at our discretion (for example, to perform scheduled maintenance or in the event of a security emergency). If Culture Amp limits or suspends the Services, we will give you reasonable advance notice so that you can plan around it. However, there may be some situations, such as security emergencies, where it may not be practicable for us to give you advance notice. We will use commercially reasonable efforts to narrow the scope and duration of the suspension or limitation as is needed to resolve the issue that prompted such action.

We may suspend your access to or use of the Services following thirty (30) days' written notice if Customer is in material breach of this Agreement or any Service Order (including but not limited to Customer's failure to pay Culture Amp the fees for the Services as set forth in a Service Order).

1.4 Third party services

If you use any third-party service with the Services (for example, BambooHR, Namely, Slack or Workday integrations or a web browser), you acknowledge that third party service may access or use the Customer Data. Culture Amp will not be responsible for any act or omission of the third party, including such third party's use of Customer Data. Culture Amp does not warrant or support any such third-party service, and you should contact that third party for any issues arising from your use of the third-party service.

2 Fees and Payments

2.1 Fees for Services

Culture Amp Services are billed on a subscription basis (***Subscription***) and you will be billed as set forth in the Service Order (***Billing Cycle***).

You agree to pay Culture Amp any fees for each Service you purchase or use, in accordance with the pricing and payment terms presented to you for those Services in the Service Order. Except as indicated in this Agreement or required by law, fees paid by you are not refundable.

2.2 **User increases**

At the beginning of each Billing Cycle during your Subscription Term, we will assess your User count and will charge you based on the number of Users in your account immediately prior to a new Billing Cycle.

If your use of the Services during a Billing Cycle exceeds the User limit indicated in the Service Order, we may charge you for the additional Users on a pro rata basis for the remainder of that Billing Cycle as well as any additional Billing Cycles.

2.3 **Automatic renewal**

Your Subscription for any Services will automatically renew for successive one-year terms, or another period as set out in a Service Order signed by Customer, at the end of each Subscription Term unless you cancel the automatic renewal of that Service by providing us with written notice during the current Subscription Term for that Service.

Any automatic renewal does not guarantee that the price for Services paid during the previous Subscription Term will remain the same for the next Subscription Term.

2.4 **Payment**

Payment terms are set forth on the Service Order (or if not set forth on the Service Order, payment terms are 30 days) and all undisputed payments will be paid by Customer within the time period set forth on the Service Order. You agree to keep your billing and billing contact information current and accurate. All amounts payable to Culture Amp hereunder shall be paid in full without any setoff, recoupment, counterclaim, deduction, or withholding for any reason except as may be required by applicable law or as set forth in this Agreement.

2.5 **Interest**

Overdue payments may incur interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) on the amount overdue, from the date that the relevant payment was due until that payment has been received. You will be responsible for all reasonable expenses (including lawyers' fees) incurred by Culture Amp in collecting such overdue amounts, except where:

(a) the overdue amounts are due to Culture Amp's billing inaccuracies; or

(b) you have sought to resolve a dispute using the dispute resolution process in clause 13.1 and that process is still active.

2.6 **Taxes**

Unless stated otherwise in the Service Order, all fees for Services exclude sales tax, GST, VAT, or other similar taxes. Except for any income taxes payable by Culture Amp, you are responsible for all other taxes or duties payable under applicable law relating to the Services provided under this Agreement, including any penalties or interest. If Culture Amp is required to collect or pay any taxes on your behalf, we will invoice you for those taxes unless you provide us with valid evidence that no tax should be invoiced.

3 Data Protection

3.1 Privacy

In the course of using the Services, you or your Users may transfer to us Customer Data containing personal data. You agree and consent to the use, transfer, processing, and storage of Customer Data in accordance with this Agreement and any applicable law.

If you or your Users are based in the European Union while using our Services, we will process your personal information as a data processor on your behalf. In this case, you will be considered to be the data controller of the personal information as defined in Article 4(7) of the EU General Data Protection Regulation 2016/679 (GDPR) and the EU e-Privacy Directive (Directive 2002/58/EC).

If requested, we will execute the European Union Standard Contractual Clauses to facilitate the transfer of personal information to countries outside the European Union in accordance with GDPR.

It is the intention of the parties that no entity in the Culture Amp group be deemed a data controller with respect to Customer Data under any relevant law or regulation.

3.2 Security

Culture Amp will store and process Customer Data in a manner consistent with industry security standards. Culture Amp has implemented technical, organizational, and administrative systems, policies, and procedures to help ensure the security, integrity, and confidentiality of Customer Data and to mitigate the risk of unauthorized access to or use of Customer Data.

3.3 Disaster recovery

Culture Amp will retain backup copies of Customer Data made in the ordinary course of business by Culture Amp, for the purpose of enabling appropriate disaster recovery practices. Despite any other term in this Agreement, Culture Amp will retain these backups for a period of up to 90 days from the time that each backup copy is generated. Thereafter, Customer agrees and acknowledges that Customer Data will be irretrievably deleted from backups.

3.4 Survey respondent confidentiality

In this Agreement, ***Confidentiality Notice*** means: (i) a notice given to survey respondents at the time of answering a survey conducted by you, including the degree of confidentiality and anonymity (as determined by you on a per survey basis) that a survey respondent will have when answering survey questions, and/or (ii) a notice given to individual users of our other Services.

To provide the Services to you, Culture Amp must provide your Users with a Confidentiality Notice for each survey you conduct. A Confidentiality Notice may also be given to the individual users of our other Services when they interact with such services.

You acknowledge and agree that:

(a) your right to possess Customer Data is subject to the terms of any relevant Confidentiality Notice provided to your Users by Culture Amp through the Services; and

(b) Culture Amp's ability to show or transfer the Customer Data to you is subject to the terms of any relevant Confidentiality Notice provided to your Users by Culture Amp through the Services.

4 Confidentiality

4.1 Confidential Information definition

In this Agreement, ***Confidential Information*** means any information disclosed by a party (the ***Discloser***) to the other party (the ***Recipient***) in connection with the use of the Services that is marked confidential or would reasonably be considered as confidential under the circumstances. Customer Data is the Customer's Confidential Information. Confidential Information does not include any information that:

(a) is or becomes public through no fault of the Recipient;

(b) the Recipient already lawfully knew;

(c) was rightfully given to the Recipient by a third party free of any confidentiality duties or obligations; or

(d) was independently developed by the Recipient without reference to the Discloser's Confidential Information as demonstrated by documentary evidence.

4.2 Confidentiality obligations

The Recipient must:

(a) protect the Discloser's Confidential Information using commercially reasonable efforts and no less than the same efforts it uses to protect its own Confidential Information;

(b) not disclose the Discloser's Confidential Information, except to affiliates, employees, directors, contractors, agents, and professional advisors of the Recipient who need to know it and who have agreed in writing to keep it confidential;

(c) only use the Discloser's Confidential Information to exercise its rights and fulfil its obligations under this Agreement; and

(d) ensure that its affiliates, employees, directors, contractors, agents and professional advisors only use the Discloser's Confidential Information to exercise its rights and fulfil its obligations under this Agreement.

4.3 Compelled disclosure

The Recipient may disclose the Discloser's Confidential Information to the extent required by law or legal process, but only after it, if permitted by law:

(a) uses commercially reasonable efforts to notify the Discloser in writing;

(b) gives the Discloser the opportunity to challenge the requirement to disclose; and

(c) cooperates with the Discloser if the Discloser seeks an appropriate protective order.

4.4 Non-disclosure Agreements

The provisions of this clause 4 will supersede any non-disclosure agreement between the Parties and such agreement will have no further force or effect.

5 Intellectual Property

5.1 Intellectual Property Rights definition

In this Agreement, ***Intellectual Property Rights*** means any and all present and future intellectual and industrial property rights, including any registered or unregistered forms of copyright, designs, patents, trademarks, service marks, domain names, good will and any commercial information. Intellectual Property Rights also include any application or right to apply for registrations of any of these rights, any rights protected or recognised under any laws throughout the world, related to these rights, and anything copied or derived from such property or rights.

5.2 Customer Intellectual Property Rights

You retain all ownership and Intellectual Property Rights to Customer Data. Culture Amp does not claim ownership over any Customer Data. This Agreement does not grant us any licences or rights to Customer Data except for the licences granted in clauses 5.3 and 5.4 below, or as otherwise required for us to provide the Services to you or your Users.

5.3 Licence for Services

(a) For the Term of this Agreement, you grant Culture Amp a worldwide, royalty free licence to use, reproduce, distribute, modify, adapt, create derivative works, or archive Customer Data for the sole purpose of providing the Services to you as contemplated by this Agreement.

(b) Subject to the receipt of all applicable fees, we grant you a limited, non-exclusive, non-transferable, non-assignable and non-sublicensable license to use any Reports which you can (and are authorised to) export through the functionality of the Services for your internal purposes (in each case subject to applicable Confidentiality Notices).

5.4 Licence for Service Improvement

You grant Culture Amp a worldwide, royalty free licence to use, reproduce, distribute, modify, adapt, create derivative works, archive, or otherwise use de-identified Customer Data for (i) creating de-identified aggregated data ("***Data Sets***"); and (ii) the purposes of Service Improvement. Data Sets may be made publicly available and may be used after termination of this Agreement provided that such Data Sets cannot directly or indirectly identify the Customer or its Users.

5.5 Customer Data review

You acknowledge that, in order to ensure compliance with legal obligations, Culture Amp may be required to review certain content submitted to the Services to determine whether it is illegal or whether it violates this Agreement (such as when unlawful conduct or content is reported to us). We may also prevent access to or refuse to display content that we reasonably believe violates the law or this Agreement. However, Culture Amp otherwise has no obligations to monitor or review any content submitted to the Services by you or any other person.

5.6 Customer feedback

If you provide us with any feedback associated with the Services, Culture Amp may use that feedback without any obligation to you provided any feedback we use will not publicly identify you or your Users.

5.7 **Publicity**

Culture Amp may identify you (by name and logo) as a Culture Amp customer in promotional materials or during promotional events. If you do not want your name and/or logo to be used in this way, please contact our Customer Success team.

5.8 **Culture Amp Intellectual Property Rights**

Nothing in this Agreement or from your use of the Services grants you:

(a) ownership in the Services or the content (including Reports) you access through the Services (other than Customer Data); and

(b) any right to use any Culture Amp trademarks or other Intellectual Property Rights contained in our brand identity.

Culture Amp will continue to own all right, title, and interest in and to the Services and the systems and networks used to provide such Services, including all system-generated data (e.g. dashboard data or Reports), modifications, improvements, upgrades, derivative works, and all intellectual property rights in and to any of the foregoing. Except for the express rights granted herein, we do not grant you any other licenses, express or implied, to any of our intellectual property including software, services, or products.

5.9 **Platform Sub-processors**

You agree that Culture Amp and the third-party sub-processors that are utilized by Culture Amp to assist in providing the Services to you have the right to access your account and to use, modify, reproduce, distribute, display and disclose Customer Data to the extent necessary to provide or improve or deliver the Services, including, without limitation, in response to your or your Users' support requests. Culture Amp will be responsible for all acts and omissions of its sub-processors.

Any sub-processors utilized by Culture Amp will only be given access to your account and Customer Data as is reasonably necessary to provide the Services and will be subject to: (i) confidentiality obligations which are substantially consistent with the standards described in this Agreement; and (ii) their agreement to comply with the data transfer restrictions applicable to personal information as set forth in this Agreement.

6 **Account Management**

6.1 **Account security and access**

You are responsible for safeguarding any passwords or other credentials used to access your account. Administrator or manager accounts may not be shared and may only be used by one individual per account. You are responsible for any activity occurring in your account (other than activity that Culture Amp is directly responsible for and is not performed in accordance with your instructions), whether or not you authorized that activity. If you become aware of any unauthorized access to, or use of, your account, you should immediately notify our Customer Success team.

6.2 **Customer systems**

You are responsible for maintaining and updating your operating systems, Internet browsers, anti-virus software, or other software that you or your Users use to access and use the Services.

7 Customer Obligations

7.1 Legal compliance

You must use the Services in compliance with, and only as permitted by, your internal company rules and any applicable law. If your use of the Services requires you to comply with industry-specific regulations applicable to such use, you will be solely responsible for such compliance. You must not use the Services in a way that would subject Culture Amp to any industry-specific regulations (for example, the Children's Online Privacy Protection Act, the Payment Card Industry Data Security Standard or the Health Insurance Portability and Accountability Act). For the avoidance of doubt, your Customer Data will not include government issued identification numbers, personal financial, health, or medical information. You acknowledge and agree that Culture Amp is not responsible for any liabilities arising from your violation of this restriction.

7.2 Unacceptable uses

You are responsible for your conduct and the conduct of your Users. You must ensure that you and your Users do not:

(a) misuse the Services by interfering with their normal operation, or attempting to access them using a method other than through the interfaces and instructions we provide;

(b) circumvent or attempt to circumvent any limitations that Culture Amp imposes on your account (such as any User limits in a Service Order);

(c) probe, scan, or test the vulnerability of any Culture Amp system or network, unless with prior written authorization of Culture Amp;

(d) decipher, decompile, disassemble, translate, create derivative works, reverse engineer or otherwise attempt to reconstruct, identify or discover any source code, algorithms, underlying ideas or underlying user interface techniques in the Services or any of the software used to provide the Services, or attempt to do so;

(e) directly or indirectly identify a User contrary to the terms of any Confidentiality Notice or other privacy setting, or attempt to do so;

(f) transmit any viruses, malware, or other types of malicious software, or links to such software, through the Services;

(g) engage in abusive or excessive use of the Services, which is usage significantly in excess of average usage patterns that adversely affect the speed, responsiveness, stability, availability, or functionality of the Services for other customers and their users. Culture Amp will use reasonable efforts to notify you of any abusive or excessive usage to provide you with an opportunity to reduce such usage to a level acceptable to Culture Amp;

(h) use the Services to infringe the Intellectual Property Rights of others, or to commit any unlawful activity;

(i) attempt to circumvent any license, timing or use restrictions that are built into the Services; or

(j) unless authorized in writing by Culture Amp, lend, resell, lease or sublicense or otherwise use the Services for the benefit of a third party.

(k) use the Culture Amp Services to inappropriately contact your Users including in breach of any workplace contact regulations.

7.3 **Users**

You must:

(a) ensure that your Users comply with clause 7.2;

(b) obtain any consents required from each User to allow you and the administrators or managers of your account to engage in the activities contemplated by this Agreement, as required by applicable law;

(c) obtain any consents required from each User to allow Culture Amp to provide the Services, as required by applicable law; and

(d) not provide any person under the age of 16 with access to the Services, unless otherwise permitted by applicable law.

7.4 **Suspension of Users**

If a User breaches any subsection of clause 7.2 or otherwise uses the Services in a manner that Culture Amp reasonably believes will cause Culture Amp liability or disrupt others' use of the Services, then Culture Amp may request that you suspend or close the applicable User account until the breach has been cured or the use in such manner has stopped. If you fail to comply with such request, then Culture Amp may suspend or close the applicable User account.

7.5 **Code of Conduct**

Culture Amp will provide all Services under this Agreement in accordance with its Code of Conduct.

8 **Termination**

8.1 **Termination at end of Subscription Term**

If your Service Order states that your Subscription will not auto-renew, then your Subscription will terminate at the end of the Subscription Term for that particular Service with no further action required by you.

8.2 **Termination for cause**

Each party may suspend performance or terminate this Agreement if the other party:

(a) is in material breach of this Agreement and fails to cure that breach within 30 days after receipt of written notice; or

(b) ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within 90 days.

In addition, Culture Amp may immediately terminate this Agreement if: (i) any payment owed by you to Culture Amp is more than 30 days overdue; or (ii) Customer breaches clause 7.2.

8.3 **Termination for material decrease in functionality**

If we make a change to the Services resulting in an overall material decrease in functionality of the Services, you may terminate this Agreement immediately by providing notice to Culture Amp. Upon receiving notice of termination from you, Culture Amp will provide you with a pro rata refund of any fees prepaid by you applicable to the period following the termination of this Agreement.

8.4 **Consequences of Termination**

If this Agreement is terminated:

(a) by you due to breach by Culture Amp, we will provide you with a pro rata refund for any fees prepaid by you applicable to the period following the termination of this Agreement; or

(b) by Culture Amp due to breach by you, we will bill you, and you will pay, for any accrued but unbilled fees for the Subscription Term, and you will remain liable to pay any invoices outstanding on the termination date.

In no event will expiration or termination of this Agreement relieve you of any fees payable for the period prior to the date of termination.

8.5 **Data exports**

The Services include functionality that enables you to export Customer Data in your account at any time during the Term. If the foregoing functionality is not operational, we may assist you to export any Customer Data that existed in your account at the time of termination, provided you make such request before the end of your Subscription Term. However, we do not guarantee that all Customer Data can be exported and only Customer Data that is permitted to be transferred to you within the terms of any applicable Confidentiality Notice or other privacy setting will be transferred to you. Upon Customer's written request, Culture Amp will delete all Customer Data from its production environments.

8.6 **Survival**

The following clauses will survive the termination of this Agreement: 2, 3.3, 3.4, 4, 5.3, 5.4, 8, 10, 11, 13 and 14.

9 **Warranties**

9.1 **Warranties**

Each party represents and warrants that it:

(a) has full power and authority to enter into this Agreement; and

(b) will comply with all laws and regulations applicable to its provision or use of the Services.

10 **Indemnities**

10.1 **By Customer**

You will indemnify, defend, and hold harmless Culture Amp and its affiliates from and against all liabilities, damages, and costs (including settlement costs and reasonable lawyers' fees) arising out of a third party claim regarding or in connection with:

(a) Customer Data (including claims of Intellectual Property Rights infringement); and

(b) your or your Users breach of clause 7.2.

10.2 **By Culture Amp**

Culture Amp will indemnify, defend, and hold you harmless from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim that the technology used to provide the Services to you infringes any Intellectual Property Rights of such third party; provided however, that Culture Amp will not have any obligations or liability under this clause arising from:

(a) use of any Services in a modified form or in combination with materials not furnished or authorized by Culture Amp;

(b) any content or data provided by you, your Users, or any third parties; or

(c) designs or specifications provided to Culture Amp by Customer that caused such claim.

10.3 **Potential infringement**

If we believe the Services may infringe or may be alleged to infringe a third party's Intellectual Property Rights, then we may:

(a) obtain the right for you, at our expense, to continue using the Services;

(b) provide a non-infringing functionally equivalent replacement; or

(c) modify the Services so that they no longer infringe.

If we do not believe that the options above are commercially reasonable, then we may suspend or terminate your use of the impacted Services and provide you with a pro rata refund of any fees prepaid by you applicable to the period following the termination of such Services.

10.4 **Indemnity procedures**

A party seeking indemnification under this Agreement will promptly notify the other party of the claim and cooperate with the other party in defending the claim. If permitted by applicable law, the indemnifying party will have full control and authority over the defence, except that:

(a) any settlement requiring the indemnified party to admit liability or to pay any money will require that party's prior written consent (such consent not to be unreasonably withheld or delayed); and

(b) the indemnified party may join in the defence with its own counsel at its own expense.

Nothing in this Agreement will restrict or limit a party's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under Clauses 10.1 and 10.2. The indemnities in this Agreement are a party's sole and exclusive remedy under this Agreement for violation by the other party of a third party's Intellectual Property Rights.

11 **Disclaimers and Limitations of Liability**

11.1 **Disclaimers**

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR

OTHERWISE, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CULTURE AMP PROVIDES THE SERVICES ON AN "AS IS" BASIS AND, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE MAKE NO REPRESENTATIONS REGARDING THE AVAILABILITY, RELIABILITY, OR ACCURACY OF THE SERVICES OR ANY PORTION THEREOF, OR REGARDING ANY CUSTOMER DATA OR OTHER CONTENT ASSOCIATED WITH YOUR ACCOUNT.

11.2 Exclusion of liability

TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE FOR ANY LOST PROFITS, BUSINESS INTERRUPTION, REPLACEMENT SERVICES OR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF THE THEORY OF LIABILITY.

11.3 Limitation of liability

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF EITHER PARTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED THE TOTAL AMOUNTS PAID OR PAYABLE BY YOU TO CULTURE AMP UNDER THIS AGREEMENT DURING THE 12 MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY OR CLAIM.

11.4 Exceptions to limitations

CLAUSE 11.3 (LIMITATION OF LIABILITY) DOES NOT APPLY TO EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN CLAUSES 10.1 AND 10.2.

12 Amendments

No modification of this Agreement will be effective unless contained in a writing signed by an authorized representative of each party and any handwritten changes or modifications to this Agreement will not be binding on either party.

13 Dispute Resolution, Governing Law and Jurisdiction

13.1 Dispute resolution

Before commencing any form of litigation, including court proceedings, professional mediation or arbitration, each party agrees to:

(a) give the other party notice of the dispute and its nature;

(b) give the other party the opportunity to remedy any breach of this Agreement within 30 days; and

(c) hold good faith negotiations with the other party to settle the disputed matter.

13.2 North and South American customers

If your principal place of business is in North or South America (as determined by your address in the Service Order):

(a) the Culture Amp party to this Agreement is Culture Amp, Inc. (C3582555);

(b) this Agreement is governed by the laws of Delaware, United States of America; and

(c) each party submits to the exclusive jurisdiction of the courts of Delaware, United States of America, in relation to any proceedings connected with this Agreement.

13.3 **African, European (excluding Germany, Austria and Switzerland) and Middle Eastern customers**

If your principal place of business is in Africa, Europe or the Middle East (as determined by your address in the Service Order):

(a) the Culture Amp party to this Agreement is Culture Amp Limited (CRN 10067991);

(b) this Agreement is governed by the laws of England and Wales;

(c) each party submits to the exclusive jurisdiction of the courts of England and Wales, in relation to any proceedings connected with this Agreement.

13.4 **German, Austrian, Swiss, and other customers**

13.4.1 **German, Austrian, and Swiss customers**

If your principal place of business is in Germany, Austria or Switzerland:

(a) the Culture Amp party to this Agreement is Culture Amp GmbH (HRB 244724 B), c/o Osborne Clarke, Schinkelplatz 5, 10117 Berlin;

(b) this Agreement is governed by the laws of Germany excluding the UN Convention on Contracts for the International Sale of Goods (CISG); and

(c) each party submits to the exclusive jurisdiction of the courts of Germany, in relation to any proceedings connected with this Agreement.

13.4.2 **Other customers**

If your principal place of business is located outside the regions in clauses 13.2, 13.3, and 13.4.1 (as determined by your address in the Service Order):

(a) the Culture Amp party to this Agreement is Culture Amp Pty Ltd (ACN 138 600 987);

(b) this Agreement is governed by the laws of Victoria, Australia; and

(c) each party submits to the exclusive jurisdiction of the courts of Victoria, Australia, in relation to any proceedings connected with this Agreement.

13.5 **Injunctions**

Nothing in this Agreement prevents a party from seeking a temporary restraining order, injunction, or other equitable relief in relation to a breach (or attempted breach) of this Agreement by the other party.

14 **Other Terms**

14.1 **Assignment**

Neither party may assign this Agreement without the other party's prior written consent (such consent not to be unreasonably withheld). However, both parties may assign this Agreement without notice to an affiliate or to a successor or acquirer, as the case may be, in connection with a merger, acquisition, corporate reorganization or consolidation, or the sale of all or substantially all of the party's assets or its business to which the subject matter of this Agreement relates. The terms of this Agreement shall be binding upon the parties and their respective successors and permitted assigns. Any other attempt to transfer or assign this Agreement or any rights or obligations under this Agreement are void.

14.2 **Actions by Culture Amp group entities**

The Culture Amp entity which is party to this Agreement is determined in accordance with clause 13 of this Agreement. Despite this, any of the Culture Amp entities (including Culture Amp Inc., Culture Amp Limited, Culture Amp Pty Ltd, and Culture Amp GmbH) may undertake the obligations for and on behalf of the Culture Amp contracting entity. Any Culture Amp entity which carries out its obligations under this Agreement must comply with the terms of this Agreement.

14.3 **Entire Agreement**

This Agreement constitutes the entire agreement between you and Culture Amp and supersedes any other prior or contemporaneous agreements, terms and conditions, written or oral concerning its subject matter. If Customer requests Culture Amp to reference a purchase order (PO#), Customer acknowledges and agrees that any reference to a purchase order in a Service Order or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of Services to Customer following receipt of any purchase order will be deemed an acknowledgement of or agreement to any terms or conditions associated with any such purchase order or in any way be deemed to modify, alter, supersede or supplement this Agreement. The terms and conditions of this Agreement are the exclusive agreement of the Customer and Culture Amp with respect to the subject matter of this Agreement and no other terms or conditions will be binding upon Culture Amp or otherwise have any force or effect.

14.4 **Force majeure**

Neither party will be liable for inadequate performance to the extent caused by a condition (for example, but not limited to acts of God, changes to law or regulations, pandemic, health emergency, embargoes, war, terrorist acts, acts or omissions of third party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions, natural disaster, or general internet disturbance) that was beyond the party's reasonable control (except for payment of any money owed).

14.5 **Independent contractors**

The relationship between the parties is that of independent contractors, and not legal partners, employees, or agents of each other.

14.6 **Interpretation**

The use of the terms ***includes***, ***including***, ***such as*** and similar terms, will be deemed not to limit what else might be included.

14.7 **No waiver**

A party's failure or delay to enforce a provision under this Agreement is not a waiver of its right to do so later.

14.8 **Notices**

All notices must be in writing and will be deemed given when:

(a) verified by written receipt, if sent by postal mail with verification of receipt service or courier;

(b) received, if sent by mail without verification of receipt; or

(c) when verified by automated receipt or electronic logs if sent by email.

Notices to Culture Amp must be sent to Culture Amp Pty Ltd, Level 2, 29 Stewart St, Richmond VIC 3121 Australia and marked to the attention of the Legal Department, or by email to legal@cultureamp.com. Notices to you may be sent to the email address associated with the Customer contact details in the Service Order and/or the administrator of your account. You must keep the contact details associated with your account current and accurate by notifying Culture Amp's Customer Success team when your contact details change. You may grant approvals, permission, extensions, and consents by email.

14.9 **Precedence**

To the extent any conflict exists between the documents that constitute this Agreement, the order of precedence will be: Service Order, European Union Standard Contractual Clauses (if executed by you and Culture Amp) and General Terms.

14.10 **Severability**

If any provision of this Agreement is determined to be unenforceable by a court of competent jurisdiction, that provision will be severed from this Agreement and the remaining terms will remain in full effect.

14.11 **Third party beneficiaries**

There are no third-party beneficiaries to this Agreement. Your Users are not third-party beneficiaries to your rights under this Agreement.