

CLARITY AI TERMS AND CONDITIONS

1. These Clarity AI Terms and Conditions ("**Clarity Terms**") apply when access to the Clarity AI data and services ("**Clarity Services**") provided by Clarity AI Europe S.L. or its affiliates ("**Clarity**") through the platform ("**Platform**") made available by Infront ASA its affiliates or distributors or their respective successors ("**Platform Provider**") are purchased by the customer of the Platform identified in the signature block at the end of these Clarity Terms ("**Customer**"). The agreement under which Platform Provider makes available to Customer the Platform and provides access to the Clarity Services shall be referred to as the "**Platform Terms**".
2. Customer agrees that the Clarity Services will be accessible through the Platform, but that nevertheless Clarity and Platform Provider are unaffiliated independent entities, and that Clarity does not have any control over nor responsibility for the Platform, its content, operation, and accessibility. The use of the Platform, of services available on the Platform or of any other products and services provided by Platform Provider are subject to the Platform Terms or other terms entered into by Customer and Platform Provider or third parties.
3. Customer may access and use the Clarity Services solely for its own internal, lawful purposes for the duration of the Platform Terms, as described in the Platform Terms. Unless explicitly stated otherwise in the Platform Terms, the Clarity Services or any by-product of the Clarity Services (including derivative works) shall not be redistributed to, used or accessed by any third party that is not principally owned by Customer. Any intellectual property rights in the Clarity Services shall be, as between Clarity and Customer the exclusive property of Clarity. No intellectual property right other than the rights of usage granted under these Clarity Terms and the Platform Terms are granted to Customer. The Clarity Services shall not be reverse engineered or used to create any product or service similar to or competing with the Clarity Services.
4. Any fees regarding the access to the Clarity Services are defined in the Platform Terms. No fees shall be due by Customer hereunder for the access to the Clarity Services.
5. To the extent permitted by applicable law, Clarity and its affiliates (a) disclaim all warranties (whether express or implied, including of accuracy, non-infringement, merchantability, fitness for particular purpose, currentness or completeness) and liability (whether direct or indirect, special, consequential or otherwise) with respect to the Clarity Services, and (b) shall have no liability in connection with any termination of the Platform Terms, access to the Platform or the Clarity Services (with or without notice). Under no circumstances shall Clarity's or its affiliates' aggregate liability towards Customer in relation to the Clarity Services be superior to the sum paid by Customer during the six (6) months prior to the date on which the claim accrued.
6. Under no circumstances may the Clarity Services be interpreted as the provision of financial, commercial, or strategic advice. Clarity and its affiliates are not responsible for how the Clarity Services are used or the results, analyses and decisions derived by Customer from Customer's use of the Clarity Services.
7. These Clarity Terms shall begin upon their execution by Customer and shall terminate upon the earliest between (i) the termination of the Platform Terms or the part of the Platform Terms relating to the access of Customer to the Clarity Services or (ii) the termination of the agreement between Platform Provider and Clarity regarding the availability of the Clarity Services through the Platform. Termination of these Clarity Terms shall not affect rights and liabilities which have accrued prior to termination. If any provision of this Agreement is held by a competent jurisdiction to be contrary to law, such provision shall be changed by such jurisdiction and interpreted to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Agreement shall remain in full force and effect.
8. Any notice to Clarity in relation to or arising out of these Clarity Terms shall be sent by registered mail or courier to: Clarity AI Europe S.L. C/ Melendez Valdés 16, Piso 7 Puerta 5 28015 Madrid Spain. Any notice to Customer shall be sent to the address of Customer indicated in the Platform Terms (or as updated by Customer in accordance with the Platform Terms). These Clarity Terms will be governed by and interpreted according to the laws applicable to the Platform Terms, without giving effect to their conflicts of laws rules. Any claim or dispute arising out of or in connection with these Clarity Terms shall be exclusively subject to the jurisdiction competent with respect to the Platform Terms.

By signing these Clarity Terms, the undersigned Customer agrees to these Clarity Terms:

Customer legal entity:		
Name:	Title:	Date:
Signature:		