

TERMS AND CONDITIONS (AGREEMENT)

This Agreement sets out the terms and conditions on which You may access and use the services, specifically any service provided on, through, or by OSINT Analytics, including the facility for all users to post, submit, subscribe to view content, as well as new features and services which may be introduced from time to time, and related technology (the "Services").

If you are the representative of a Company, you accept these terms and conditions also on behalf of the Company. The Company shall be jointly liable for their employee's/affiliate's compliance with these terms.

1. Right to Use the Services

OSINT Analytics hereby grants to you the non-exclusive, non-transferable, non-sublicensable, worldwide limited right to use the Services solely for your internal business operations, and subject to the terms of this Agreement.

The user account which is set up for you is strictly personal. You must not disclose the login credentials to anyone. Upon suspicion of the login credentials being disclosed, you must immediately change the credentials. You are solely responsible for any authorized or unauthorized access to your user account by any third person.

2. Intellectual Property Rights

You retain all ownership and intellectual property rights in and to your data.

OSINT Analytics retains all ownership and intellectual property rights to the Services, and anything generated, developed and/or delivered under the Agreement.

3. Availability of the Services, Force Majeure etc.

OSINT Analytics will operate the Services on hardware/software owned or controlled by us. The Services will be made available to you over the internet. You are responsible for all hardware, software and transmission capacity necessary to access OSINT Analytics' server(s).

OSINT Analytics aims to have an availability of the Services equalling 99 % a month or better.

OSINT Analytics may, subject to prior notice, make the Services unavailable for shorter periods due to error correction, updates etc. The Services may also, for shorter periods, be unavailable due to unforeseen circumstances, hereunder hardware malfunctions and/or software bugs.

Force majeure, downtime, etc.:

OSINT Analytics disclaims any responsibility for force majeure, downtime, etc. which affects OSINT Analytics and / or its subcontractors and which means that OSINT Analytics can not fulfill the agreement.

Unless otherwise agreed specifically agreed, OSINT Analytics is not obligated to provide maintenance, technical support or updates to you.

4. Restriction of use – your obligations

You are obligated not to use the Services for any purpose that violates applicable law or regulation, infringes on the rights of any person or entity, or violates this Agreement. It is your responsibility that any information/data you submit to OSINT

Analytics during the Agreement does not constitute such violation and/or infringement. You agree to indemnify OSINT Analytics of any claim raised by a third party as a result of your (or your employee's) use of the Services, including but not limited to penalties, damages and legal fees.

You are not allowed to re-use, compile, modify, adapt or make derivative work of the Services or any information generated by using the Services for any other purpose than your internal business operations. E.g. you are not allowed to use the Services, or the information generated by it to produce or offer for sale new products based on the Services.

5. Payment

Payment for the Services is made by the Company if applicable.

6. License to Services

Subject to the terms and conditions of this Agreement, OSINT Analytics hereby grants You a limited, revocable, non-exclusive, non-transferable, non-sublicensable, worldwide right to use the Services solely for the purposes described in this Agreement which include the right to embed ads or suggested content on Your Account. All rights not expressly granted to You are reserved by OSINT Analytics and its licensors. Except as expressly permitted by OSINT Analytics, You must not: (a) license, sublicense, sell, resell, rent, transfer or assign, the Services in any way; (b) reverse engineer, decompile, modify, translate, disassemble (except to the extent that this restriction is expressly prohibited by law) or create derivative works based upon the Services, including the Content, the underlying technology; (c) use any data mining, robots or similar data gathering or extraction methods or (d) use any of the Content or the Services other than for its intended purpose. Upon termination, suspension or expiration of this license, You will no longer have the right to use the Services or display, download or make available any Content from OSINT Analytics. This license terminates automatically upon termination or expiration of this Agreement.

7. Disclaimer. No warranty.

The Services are provided to you as-is. You use the Services at your own risk. OSINT Analytics does not guarantee and accepts no liability, that the Services will be performed error-free or uninterrupted, or that OSINT Analytics will correct all errors found in the Services.

You acknowledge that OSINT Analytics does not control the transfer of data over communication networks, including the internet, and that the Services may be subject to limitations, delays and other problems.

OSINT Analytics may, at its sole discretion, alter the functionality of the Services, hereunder add, remove or improve the functionality of the Services. You will only have access to the Services as it is from time to time. If the alteration leads to significant degradation of the Services, you may terminate this Agreement with 30 days' notice.

8. Liability, sole remedy and limitation of liability

OSINT Analytics is liable for the Services substantially confirming with the description thereof.

Notwithstanding anything in this Agreement, OSINT Analytics shall never be liable for any indirect loss, including loss of data and loss of revenue. OSINT Analytics' maximum liability, under any legal theory, under this Agreement and, as the case may be by other Agreements entered into by employees/affiliates at the Company, shall collectively be limited to 100 % of the payment made by your company in the 12 months preceding the event giving rise to such claim.

9. Personal data and your data

~~In order~~ To provide You with the Services, OSINT Analytics will process a minimum of personal data. Such data includes Your contact information, Your IP address, Your logon credentials and Your search parameters. Such data about Your employees who are assigned a user account will also be processed. You hereby expressly accept such processing which is further detailed in this section.

The purpose of the processing is to provide You, and if applicable Your employees, with the Services. OSINT Analytics will make no other use of your personal data.

The data controller is OSINT Analytics, represented by Mr. Frode Iversen, who can be reached at post@osintanalytics.com

The legal ground for the processing of personal data is the General Data Protection Regulation EU 2016/679 (hereinafter GDPR) article 6 nr. 1 and 2.

OSINT Analytics will not transfer or disclose personal data to any third party without Your prior written agreement. OSINT Analytics may, however, transfer data to a data processor which processes data on behalf of OSINT Analytics in accordance with the provisions of GDPR.

Your personal data will be deleted upon expiry of this Agreement unless mandatory legislation requires further processing.

GDPR provides You with certain rights according to the processing of Your personal data, inter alia to receive information of which data is processed, the right to correct or delete personal data and the right to restrict processing. You may at any time contact OSINT Analytics ~~in order~~ to receive information about your rights under GDPR and possible consequences for the Services if You choose to exercise such rights.

If You feel your rights under the GDPR have been violated, You may file a complaint to the Norwegian Data Protection Board.

You agree that OSINT Analytics may compile statistical information related to the performance of the Services and may make **such** information publicly available. Such information will not incorporate Your data and/or identify Your confidential information or include your company's name. OSINT Analytics retains all intellectual property rights in such information.

10. Content

You acknowledge that OSINT Analytics does not screen or review Content to determine whether, amongst other things, it contains false, defamatory, offensive, indecent, or objectionable material or contains errors and/or omissions. However, OSINT Analytics seeks to search for and find only content from reliable sources. Under no circumstances will OSINT Analytics be liable in any way for any User or other third-party content, including, but not limited to, for any defamation, falsehoods, errors or omissions in any such Content, or for any loss or damage of any kind incurred as a result of the use or publication of any such Content posted, emailed or otherwise transmitted via the Services or the failure to access such Services. As mentioned in bulletpoint number 7 and 8. OSINT Analytics does not guarantee that any Content will be to Your satisfaction.

11. Public Profiles

Your Public Profile may contain details such as name, organization, the activity on the services you have registered to, history and content created by You. Other Users will be able to view your Public Profile on the portal and community you have registered to if you agree to show all or selected information to be public. You agree that all Profile Information shall

be true and accurate. You agree not to use the information contained in Public Profiles to solicit Users from a competitor. You agree that the Public Profiles shall not (a) contain material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable; (b) contain material that is sexually explicit, pornographic, violent, or discriminatory; (c) promote illegal or unlawful activity; (d) impersonate or attempt to impersonate or stalk any person or entity; or (e) violate any law or regulation or otherwise infringe on a third parties' right(s). OSINT Analytics reserves the right and has absolute discretion, to remove any Public Profiles posted on any OSINT Analytics services or accessed through the Services at any time.

12. Choice of law and legal venue

This Agreement and disputes arising out of it shall be subject to Norwegian law.

The Parties agree that Østre Innlandet tingrett shall be the exclusive legal venue for disputes arising out of the Agreement.