**APPENDIX A - LINK Mobility General Terms and Conditions (GTC)**

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# Introduction

These GTCs are entered into by LINK and the Customerfor the performance and delivery of the Services by LINK to Customer.

Further description of the Services are set out in Appendix B (Service Specific Terms).

# Changes after signing – subsequent orders

During the Term, if the Customer wish to order additional Services, or wish to change existing Services, such change shall be agreed between the Parties.

The Customer shall forward a change request to LINK. Any Order Form shall refer to and be attached to the Agreement as Appendix G, and form a part of the Agreement. No Order Form shall be binding upon LINK until executed by LINK and the Customer.

# Interpretation and priority

If there is any conflict between the provisions of the Agreement, priority shall be given in the following order:

1. Appendix G (Changes to the Agreement after Signing) (if several, the newest shall prevail)
2. Appendix F (Changes to the Agreement before signing)
3. the Front Page
4. the Service Specific Terms
5. this GTC

In the event of conflict between Appendix C (Processing of Personal Data) and other parts of the Agreement, Appendix C shall prevail.

# Use of the services

## Access to use

Customer and, if applicable, Customer's Users, are granted access to use, the Services by LINK in accordance with the Agreement.

Neither the Customer nor the Users shall permit any third party access to the Services, other than as allowed or pre-supposed by the Service in question or agreed by LINK.

## License grant

Subject to the terms and conditions in the Agreement, LINK grants to the Customer a non-exclusive, royalty bearing, revocable limited right to use and install the Services in accordance with the Agreement.

The license to the Service is non-transferable, including by resale, unless otherwise explicitly stated in the Service Specific Terms.

## Requirements and conditions for use

The Customer shall use the Services in accordance with this Agreement and any user instructions and other policies and guidelines provided by LINK.

In addition, the Customer accepts that all use of the Services are subject to the following requirements:

1. All use of the Services for direct marketing purposes, requires an explicit consent from the individual recipient, if and to the extent required by applicable law. Customer is responsible for obtaining and documenting such consent from such recipient, and shall present such documentation to LINK upon request. The Customer is fully responsible for any submittal of SMS without prior consent, including spam.
2. The Customer is responsible for ensuring that all use of the Services, including customer content, are in accordance with the requirements for marketing provided by the Marketing Control Act or other equivalent legislation, including any prohibition against spam, to ensure that the use or the content does not mislead the recipient, directly or indirectly, into calling or sending messages to services that are subject to a fee etc. This obligation also encompass the content of any messages sent by using the Services.
3. The Customer is responsible for ensuring that all use of the Services, including customer content, are in accordance with other applicable laws and regulations, including laws and regulations related to offensive content, defamation, equality, political expressions, public moral and order, national security,, personal data, e-commerce and electronic communications, copyright etc. This obligation also encompass the content of any messages sent by using the Services.
4. The Customer is responsible for ensuring that customer content is (i) free from any viruses, Trojan horses, worms or other detrimental code, (ii) in the agreed format, (iii) does not contain illegal or unethical content, and is (iv) unable to affect or jeopardized the Services delivered by LINK or LINK's (or its sub-contractor's) infrastructure, system, network, services or other customers.
5. The alphanumeric originating address of all SMS or MMS messages shall be a company registered in the Register of Business Enterprises ("Foretaksregisteret") in Brønnøysund or a registered trademark owned by this company, and the Customer is responsible for having an agreement with this company regarding use of the company name or the trademark as originating address. The company name or the trademark shall be included in the message if an alternative sender is used.
6. The Customer shall ensure that the Users comply with this Agreement.
7. The Customer shall ensure that account information, including passwords, other logon information and all activity related to the Customer's use of the Service, are kept and remain confidential. If account information is made available to third parties, or the Customer becomes aware of anything else that may jeopardize the security and integrity of the Service, the Customer shall immediately change such account information and notify LINK.
8. The Customer shall not act in a manner that damages or may damage the goodwill and integrity of LINK or its subcontractors.

In case of a breach of section a) or b) above, including bulk transmissions of SMS without consent, LINK reserves the right to impose liquidated damages on the Customer amounting to NOK 25.000,-per incident, and in case of severe violations, NOK 75.000,- per incident. Such remedy shall be without prejudice to any other rights or remedies applicable under the Agreement, including the right to Suspend access to the Service in accordance with section 4.4.

## Volume limitations and temporary closure

LINK reserves the right to monitor the use of the Service to ensure compliance with the Agreement.

LINK reserves the right to limit the allowed message volume per hour/day/month.

LINK further reserves the right to Suspend (as defined below) the Service if Customer's traffic, due to erroneous use, results in a negative influence on LINK's network and/or other customer's services. Erroneous use means e.g:

1. unintentional message slide;
2. repeated rejected requests towards LINK's technical services (loop); and
3. Denial-of-Service attack.

LINK may, without notice and with immediate effect, Suspend the Customer's access to or use of the Services, if a) LINK has due cause to suspect that the Customer is violating the Agreement or illegal or fraudulent use of the Services, b) if the Service or LINK's technical infrastructure may be jeopardized, or c) if LINK receives a written injunction etc. from a third party, e.g. a mobile operator or public authorities, requiring such Suspension.

LINK shall as soon as possible notify the Customer of such Suspension, the reason therefore, the likely duration and other information that the Customer may reasonably request.

Suspension due to Customer's misuse of the Services, does not exempt the Customer from its obligation to pay all amounts due under the Agreement for the remainder of the Term.

## Restrictions on use

The Customer and the Users shall not and shall not allow any third party to, unless explicitly stated in the Agreement:

1. use the Services except as expressly permitted in the Agreement;
2. separate the component programs of the Services for use on different computers and/or make it available for multiple users;
3. adapt, alter, publicly display, publicly perform, translate, embed into any other product or otherwise create derivative works of, or otherwise modify the Services;
4. sublicense, lease, rent, loan, or distribute the Services to any third party;
5. transfer the Services to any third party;
6. reverse engineer, decompile, disassemble or otherwise attempt to derive the source code for the Services, except as permitted by applicable mandatory law; or
7. remove, alter or obscure any proprietary notices on or in the Services; or
8. allow third parties to access or use the Services, including without limitation any use in any application service provider environment, service bureau, or time-sharing arrangements.

# Time of Delivery

LINK shall notify the Customer when LINK deems that the Service is ready for use. The Customer is responsible for testing the Service within 14 days after receipt of such notice, to validate that the Service correspond to the Agreement. If LINK does not receive notification of any alleged defects or errors within this deadline, the Service is considered as delivered and accepted by Customer.

# Infrastructure and equipment

All infrastructure and equipment necessary to utilize the Service, including hardware, internet access etc., shall be obtained by Customer and at Customer's expense. LINK has no liability for defects or errors in such infrastructure or equipment.

# Service levels

## General

LINK will allocate sufficient and necessary competence in order to ensure its performance under this GTC and the Agreement, and will provide the Services with due care and skill.

## Service Availability

The Service Availability shall be 98% based on the preceding twelve (12) months for the Services, unless otherwise agreed in the Service Specific Terms or in an individual SLA.

Service Availability shall be calculated as follows:

(Period of Service – Downtime)/Period of Service

The following circumstances shall not be deemed as Downtime:

1. Planned maintenance (cf. section 7.3).
2. Customer requests that LINK postpones error handling, and LINK accepts such postponement.
3. LINK is unable to perform error handling due to circumstances under the control of third parties, such as a line or mobile operator.
4. The Service is closed by LINK due to Customer's traffic, due to a (Distributed)-Denial-of-Service-attack or the like, causing negative effects on LINK's network or other customer's services.
5. The Service unavailability is due to abuse or fraud on the part of the Customer.
6. The unavailability is due to errors relating to third parties/integrations outside LINK's control.
7. The unavailability is due to other circumstances outside LINK's control.

## Planned maintenance

LINK may perform maintenance on the Services every day between 01:00 and 02:00. In this period, the Service may be partly or completely unavailable.

## Right to terminate due to reduced Service Availability

If the Service Availability is less than 98% based on the twelve (12) preceding months, the Customer is entitled to terminate the Agreement with immediate effect. The Customer is however not exempted from the obligation to pay in full for all actual use of the Service.

The Customer is not entitled to compensation or damages due to reduced Service Availability.

# Support services

The Services include Support Services. Customer can contact LINK per email or phone on Mondays to Fridays between 08:00 and 16:00 (Norwegian time). Any support inquiries shall be directed to the number or email stipulated at the Front Page by designated Customer representatives.

LINK does not provide Support Services between 16:00 and 08:00, on public holidays in Norway or in weekends. Support Services in these periods may be provided as a payable service and invoiced Customer at LINK's hourly rates.

The Customer shall see to that it has an adequate number of Super Users. The Customer shall see to that the Super Users use reasonable efforts to solve any issues before requesting Support Services. If the issue at hand could have been solved by a Super User with reasonable efforts and skills, LINK has a right to invoice Customer per commenced hour of work for the Support Service provided.

Error reports shall always be reported in writing to LINK. If the error is critical, the Customer shall also contact LINK by phone. Customer is obligated to give LINK immediate notice if the Customer discovers that a reported error does not relate to the Service provided by LINK.

The Customer shall at the Front Page designate contact persons who will use the Support Service. LINK shall have no obligation to provide support, by any means, to any entity or individual other than as specified in the Agreement.

# Specific Terms for certain services

This section 9 sets out specific terms applicable for certain Services. These specific terms apply in addition to the general terms set out in this Appendix A. In case of a conflict between this section 9 and other sections in this Appendix A, section 9 shall prevail.

## Services that submits and receives SMS

LINK's GTCs includes the following message types:

1. SMS: a short message service.
2. MMS: a message type which enables submittal of text and multimedia, such as pictures, sound and video.

## Services utilising web based user interface

In order to provide Services utilising a web based user interface, LINK will store mobile number, pictures, message text and time of submittal and receipt of SMS/MMS messages, with the purpose to present such information to Customer through the web based Services.

## SMS Gateway

SMS Gateway is offered as a separate Service, enabling Customer's system to connect in order to send and receive SMS. SMS Gateway will also be utilised by other Services in which the Customer submits SMS. SMS Gateway received SMS from the Customer's systems by use of technical interfaces such as SOAP, XML and http GET. The main objective for SMS Gateway is to pass on SMS between Customer's systems and mobile operators.

# Payment

## Prices

The Parties have agreed on a price for the Services as specified in the Service Specific Terms.

All prices are exclusive of VAT and other taxes. VAT and other taxes will be invoiced in accordance with the current rates and rules.

## Invoicing of establishment fee, monthly fees and user charges

Establishment fee will be invoiced upon signature of this Agreement, or as otherwise agreed between the Parties.

User charges (traffic fees), other recurring fees and Support Services will be invoiced monthly. Monthly fees will be invoiced at the beginning of each month, together with any user charges from the previous month.

Invoices fall due within 14 days of the date of the relevant invoice issued by LINK, unless otherwise agreed.

## Invoicing principles for SMS

Any text message above 160 characters, or 70 characters in case of use of special characters which requires use of Unicode, will be divided into several partial messages. The Customer will be invoiced full unit price for each partial message.

SMS Gateway requires that Customer or Customer's systems authenticate against the Services before submittal of a text message. Messages will be invoiced Customer upon correct authentication, when the message is attempted delivered to a mobile operator or aggregator.

## Addition costs of rerouting

In case of Downtime at a supplier, SMS-traffic will, if possible, be rerouted to an alternate route. In case of such rerouting, LINK is entitled to invoice the Customer up to NOK 0,40 extra per text message.

## Deposit

As security for LINKs outstanding accounts under the Agreement (e.g. incurred user charges) a deposit will be charged Customer. The deposit shall normally amount to three (3) months estimated use of the Services, but the amount will depend on customer type, credit rating and usage. Deposit is exempt from VAT, but if the deposit is used to settle outstanding fees, VAT will incur.

Upon termination of the Agreement, the deposit shall be credited and refunded to Customer, provide that LINK has received full payment of its outstanding accounts. The deposit will be deposited on LINKs regular bank account, and Customer will not be credited with interest.

## Invoicing, Electronic Trading Format (EHF)

If Customer's organisation number is registered in the ELMA-register, invoices will be submitted to Customer in an Electronic Trading Format (EHF). Otherwise, invoices will be submitted by email or ordinary mail.

LINK reserves the right to add an invoice charge as set out in the applicable price list.

## Price adjustments

Price adjustments due to an increase in prices from operators/subcontractors or changes in the foreign exchange rates may be effectuated by LINK after thirty (30) days notice.

Prices will be subject to annual adjustment equivalent to the increase in the consumer price index. Other price adjustments shall be notified in writing to Customer at least thirty (30) days prior to effectuation of the price adjustment. If the increase exceeds an increase based on the consumer price index for the relevant period, the Customer may terminate the Agreement with effect from the effectuation of the price adjustment.

## Default interest and cancellation due to non-payment

Any overdue payment under this Agreement is subject to interest at the highest current rate of the applicable statutory rules on interests on overdue payments.

In case of non-payment, LINK reserves the right to temporary or permanently cancel the Service, if the outstanding payments have not been settled within five (5) business days after receipt of notice thereof from LINK.

## Closing date for complaints

LINK reserves the right to delete or anonymise Personal Data processed in the Services three (3) months subsequent to submittal of the invoice for the relevant processing, unless otherwise agreed or specified in Appendix B. Any questions to the concrete invoice or processing of Personal Data shall therefore be submitted to LINK no later than two (2) months subsequent to the Customers receipt of the invoice.

# Versions

The Customer should always use the latest Update made available by LINK. Any versions of such Update shall be implemented by the Customer without undue delay and in no case later than six (6) months after the release. LINK is not obliged to provide any Support Services or maintenance services beyond six (6) months after making such Update available to the Customer.

# Third party Products

If the Customer is dependent on Third Party Products to make use of the Services, the Customer is responsible for entering into any agreements related to such Third Party Products. LINK is not responsible for the functionality etc. of Third Party Products.

# Marketing and branding

The Customer shall to the extent practically feasible, refer to LINK whenever the Services are distributed and used.

LINK may use Customer's trademark or other features in connection with marketing only after having obtained, in each case, written consent from the Customer as regards form, content and platform of the marketing.

# Reporting and audit

## LINK's audit rights

The Customer shall keep complete and accurate records to permit an accurate assessment of the Customer's use of the Service and compliance with the Agreement.

LINK has the right to perform audits of the Customer's books and records, to interview relevant Customer representatives, and accessing the Customer's services, products, content and/or hardware, to validate that the Customer's use of the Services is compliant with the Agreement.

If an audit reveals non-compliance by the Customer, the Customer shall remedy such breach within undue delay and in any case within thirty (30) days' after receipt of notice from LINK. Such remedy shall be without prejudice to any other rights or remedies applicable under the Agreement.

## Customer's audit rights

LINK shall provide the Customer with documentation of implemented technical and organisational measures to ensure an appropriate level of security, and other information necessary to demonstrate the LINK's compliance with its obligations under the Processing Agreement and relevant Data Protection Legislation, as defined in Appendix C.

Customer and the supervisory authority under the relevant Data Protection Legislation shall be entitled to conduct audits, including on-premises inspections and evaluations of Personal Data being processed, the systems and equipment used for this purpose, implemented technical and organisational measures, including security policies and similar, and Sub-processors. Customer shall not be given access to information concerning LINK's other customers and information subject to confidentiality obligations.

Customer is entitled to conduct such audits once a year. If Customer appoints an external auditor to perform the audits, such external auditor shall be bound by a duty of confidentiality.

Customer shall bear any costs related to audits initiated by Customer, including compensation to LINK for reasonable time spent by it and its employees complying with on premises audits. LINK shall nevertheless bear such costs if an audit reveals a substantial non-compliance with the Processing Agreement or Data Protection Legislation.

# Customer content

The Customer is the owner of content uploaded or otherwise provided by use of the Services. The Customer grants LINK the right to use such Customer content to fulfil LINK’s obligation towards the Customer under the Agreement.

# Intellectual Property Rights

## LINK's Intellectual Property Rights

All Intellectual Property Rights belonging to LINK as of the Effective Date, and all rights, title and interest to existing technology, products and works of LINK and all accompanying and associated materials as of the Effective Date, including, but not limited to, such rights to the Services shall remain exclusively with LINK or LINK’s licensors.

All right, title and interest in and to Intellectual Property Rights in the Service and any other deliverables by LINK to the Customer shall remain exclusively with LINK or LINK’s licensors.

## The Customer's Intellectual Property Rights

All Intellectual Property Rights belonging to the Customer as of the Effective Date, and all rights, title and interest to existing technology, products and works of the Customer and all accompanying and associated materials as of the Effective Date shall remain exclusively with the Customer or the Customer's licensor.

## Indemnification by LINK

LINK will settle and/or defend at its own expense and indemnify the Customer against any cost, loss or damage arising out of any claim, demand, suit or action brought against the Customer to the extent that such claim, demand, suit or action is based on a claim that the Services infringes upon any Intellectual Property Rights of any third party, provided that;

1. the Customer promptly informs LINK in writing of any such claim, demand, action or suit; and
2. LINK is given control over the defence or settlement thereof and that Customer cooperates in the defence or settlement.

If a claim, demand, suit or action alleging infringement is brought against LINK, or LINK believes one may be brought, LINK shall have the option at its expense to;

1. modify the Services to avoid the allegation of infringement, while at the same time maintaining substantial compliance with the Agreement;
2. obtain for the Customer at no cost to the Customer a right to continue utilisation of the Services in accordance with the Agreement free of any liability or restriction; or
3. if neither of the previous options are commercially feasible in LINK’s reasonable opinion, LINK may terminate the Agreement immediately upon notice to the Customer.

LINK shall have no responsibility for claims arising from;

1. modifications of the Services by the Customer or any third party;
2. combination or use of the Services with Customer or third party hardware or software not supplied by LINK if such claim would not have arisen other than for such combinations or use;
3. LINK’s modification of the Services in compliance with written specifications provided by the Customer;
4. use of other than the latest version of the Services provided to the Customer by LINK if the use of the latest version would have avoided the infringement;
5. use of the Services outside the scope of the rights granted to the Customer in the Agreement; or
6. a third party alleging that the Customer abuses, violates or in any other way infringes upon any Intellectual Property Rights of such third party relating to third party technology or third party content included in the Services.

The provisions in this section 16.3 state the sole liability of LINK and the exclusive remedy of the Customer in connection with a claim for infringement of a third party's Intellectual Property Rights.

## Indemnification by the Customer

The Customer shall indemnify LINK against all damages, claims, costs, losses and expenses because of a third party claiming that the use by the Customer of any derivate work created by the Customer by using the content of, or the Services constitutes an infringement of their Intellectual Property Rights.

# Breach of Contract and limitation of liability

## Breach of contract

Non-compliance with a Party's obligations under the Agreement shall constitute a breach of contract.

The Liable Party shall at its own cost, remedy the breach without undue delay.

The Liable Party shall compensate the suffering Party's economic loss caused by the breach of the Agreement, within the limitations set out in section 17.2 – 17.5.

## Notification of breach

Customer must notify LINK of a breach of contract as soon as possible and no later than fourteen (14) days after the incident claimed to constitute a breach occurred.

## Warranty disclaimer by LINK

The Services are provided "as is". To the extent permitted by law, LINK disclaim all warranties, either expressed or implied, statutory or otherwise, including without limitation warranties of functionality, fitness for a particular purpose or non-infringement.

LINK does not warrant that the Services will be error-free, that the use of the Services will be uninterrupted or error-free, or that the Services do not contain any viruses. The Customer accepts and agrees that messages may not reach the intended recipient, and that the Customer carries all risks related to the use of the Service.

## Warranty by the Customer

The Customer warrants that it will use the Services in compliance with the Agreement and that all information and content distributed, displayed or otherwise communicated or made available by the Customer's use of the Service at all time shall be compliant with applicable law and regulations, including any laws and regulations related to offensive content, defamation, equality, political expressions, public moral and order, and national security.

## Limitation of liability

Neither Party shall be liable to the other Party for any Indirect Damages.

LINK shall not be liable to the Customer, the Users, or any other third party for;

1. errors or delays that are outside LINK’s reasonable control, including general internet or line delays, power failure or faults on any machines; or
2. errors caused by the Customer's systems or actions, negligence or omissions, which shall be the sole responsibility of the Customer.

The total and maximum liability of LINK towards the Customer for any twelve (12) month period under any provision of the Agreement or any transaction contemplated by the Agreement shall in no event exceed an amount equal to the total amounts paid by Customer to LINK under the Agreement in the twelve (12) months preceding the event that incurs liability.

## Exception from the limitations

Notwithstanding the above, the limitation of liability shall not apply to damages attributable to (i) breaches of section 18 (Confidentiality), (ii) damages attributable to gross negligence or intentional misconduct, (iii) the Parties' liability pursuant to section 16 (Intellectual Property Rights), (iv) damages attributable to the Customer's use of the Service or content in the Service contrary to terms and conditions of third party providers or (v) Customer's breach of section 17.4.

# Confidentiality

## Confidentiality obligation

The Parties shall not use or disclose to any person, neither during nor after the Term, any Confidential Information, except for purposes consistent with the administration and performance of a Party's rights or obligations under this Agreement, or as required by law or regulations.

The Parties shall treat as confidential, maintain, keep and protect Confidential Information concerning the other Party with a degree of care at least equivalent to the protection of its own Confidential Information.

## Exceptions

With the exception of Personal Data, Confidential Information shall not include information;

1. already in the possession of the receiving Party without an obligation of confidentiality;
2. rightfully furnished to the receiving Party by a third party, other than any third party relevant under this Agreement, without a breach of any separate nondisclosure obligation; or
3. already publicly available without breach of the Agreement.

# Term and termination

## Term

The Agreement shall commence upon the Effective Date and continue for an Initial Term. The Agreement shall thereafter continue in force until terminated by providing no less than three (3) months written notice or as otherwise stipulated in the relevant Service Specific Terms.

## Termination for cause

The Agreement may be terminated by LINK if the Customer fails to make any payment hereunder when due and such failure to pay continues unremedied for a period of thirty (30) days after being notified of such non-payment. LINK may Suspend the Customer and/or the Users' access to the Services if the Customer fails to make any payment hereunder within thirty (30) days after the due date.

Either Party may terminate the Agreement if the other Party is in material breach of the Agreement and if such breach continues unremedied for a period of thirty (30) days after the Party in breach has been notified of such breach by the other Party.

Either Party may terminate the Agreement upon written notice to the other Party if the other Party becomes insolvent or is unable to pay its debts as they fall due or goes into liquidation either voluntarily or as required by law.

## The Parties' obligations upon termination

Upon termination of the Agreement, the Parties shall return all materials received from or belonging to the other Party. LINK shall, in an appropriate manner, give the Customer access to data transferred to LINK's systems in the course of the Customer's use of the Services, in order to enable the Customer to retrieve such data within thirty (30) days from the termination of the Agreement. After the expiry of this period, LINK has the right to delete the Customer's data. LINK shall provide reasonable assistance in connection with the transfer of the Customer's data to the Customer or a third party supplier designated by Customer. Such assistance by LINK will be invoiced the Customer in accordance to LINKs applicable hourly rates.

# Changes to the Services

LINK reserves the right to make adjustments and changes to the Services with reasonable notice to the Customer. If any such adjustment or change results in parts or whole of the Services being phased out of LINKs assortment, and LINK is unable to provide a suitable replacement, LINK is entitled to terminate the Agreement. LINK must give the Customer notice of such phasing out no later than one (1) month prior to such phasing out taking place.

The Customer agrees that LINK will not be liable to Customer or any third party for any change or discontinuance of whole or parts of the Services.

# Independent Contractors

The relationship between the Parties arising from the Agreement shall not constitute or create any joint venture, partnership, employment relationship or franchise between them, and the Parties are acting as independent contractors in making and performing the Agreement. Nothing in the Agreement shall be construed to limit LINK's marketing or distribution activities or LINK's right to sell, license or provide the Services to any third party.

# Sub-contractors

Either Party shall remain fully responsible for its subcontractors' actions and omissions in the same manner as if said Party was performing the act or omission itself.

# ASSIGNMENT

LINK may, either partly or in whole, assign its rights and obligations under the Agreement to a third party, without prior written consent from Customer.

Customer may not assign the Agreement without the prior written consent of LINK, which consent or refusal shall not be unreasonably withheld. This restriction also applies for assignment of the Agreement to;

1. any affiliate of Customer;
2. any corporation resulting from the consolidation or merger of Customer with or into another corporation; or
3. to any person or entity which acquires a majority of Customer's issued and outstanding capital stock or substantially all of Customer's assets.

Notwithstanding the foregoing, Customer may, upon notice to LINK, allow affiliates to utilize the Services, provided that the Customer remains fully responsible towards LINK.

# FORCE MAJEURE

Each Party shall be excused from performance of its obligations under the Agreement (except for any payment obligations) if such a failure to perform results from compliance with any requirement of applicable law, acts of God, fire, strike, embargo, terrorist attack, war, insurrection or riot or other causes beyond the reasonable control of such Party. Any delay resulting from any of such causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.

# NOTICES

Any notice, request and other communication to be given or made under the Agreement shall be in writing and shall be deemed to have been duly given or made when it is delivered by hand, mail or email at the other Party's address as set out on the Front Page.

# Changes to the GTC

LINK reserves the right to update or change these GTCs. Customer will receive notice of any changes that materially affect the use of the Services, and such changes will take effect when the Customer has been given access to a new release, version or Update of the Services, or otherwise accept the changes. If the Customer does not accept the changes, the Customer may terminate the Agreement with effect from commencement of the changes.

# GOVERNING LAW AND DISPUTES

The Agreement shall be governed and interpreted under the laws of the country of the place of business of LINK (excluding its conflict of law principles).

Any dispute, controversy or claim arising out of or in connection with the Agreement shall be attempted settled through negotiations in good faith.

In the absence of an amicable solution any dispute, controversy or claim arising out of or in connection with this Agreement must be brought to the relevant court at the place of business of LINK.

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