LINK Mobility - General Terms and Conditions (GTC)

General Terms and conditions (GTC) governing Customer's access to and use of LINK Services

1. Introduction

These GTCs are an integral part of the Agreement entered into by LINK and the Customer, for the provision of the Products from LINK to Customer. Terms relevant for the specific Products ordered by Customer under the Agreement are governed in Service Order(s).

The Agreement sets out the terms for LINK's provision and the Customer's use of the Products. In the event of inconsistency between the provisions of the Agreement, priority shall be given in the following order:

- The Front Page
- The Service Order(s), where the newest has highest priority.
- The GTC (this document, available in linkmobility.com/legal/terms-and-conditions)
- Data Processing Agreement (DPA, available in linkmobility.com/legal/terms-and-conditions)
- Other documents in the order they are listed on the Front page.

In the event of conflict between Data Processing Agreement and other parts of the Agreement, Data Processing Agreement shall prevail for the purpose of LINK's processing of Personal Data on Customer's behalf.

2. Scope

Subject to the fees and terms in the Agreement, LINK grants Customer a non-exclusive, non-transferable, revocable, and limited right to access and use the Products ordered in Service Orders under this Agreement.

The Services may be provided by LINK or a LINK Affiliate.

Unless otherwise agreed, the Customer shall use the Services solely on its own behalf, on its own Account and for its own benefit. Subject to applicable fees, a Service Order may include access rights for one or more Customer Affiliates.

All infrastructure and equipment necessary to access and use the Services, including hardware, internet access, etc., shall be obtained by Customer and at Customer's risk and expense.

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, and Customer shall remain solely responsible for any such use.

3. Definitions

"**Account**" means the tool for accessing the Platform made available to the Customer for Customer's use of the Services. An Account is accessible for Users through credentials, if Customer has authorized such Account access.

"**Affiliate**" means, with respect to any Party, another party directly or indirectly controlling, controlled by or under common control with such Party. For the purpose of the foregoing, "control" shall mean the control of 1) more than 50% of the voting power to elect the directors of the company, or 2) ownership of more than 50% of the ownership interest in the company.

"**Agreement**" refers to the Front page, these GTCs, all other appendices listed in the Front page, Service Order(s), and any addendums or amendments.

"**Channel**" means the communication path chosen by Customer to transmit Content such as SMS, RCS, e-mail, OTT or other.

"**Confidential Information**" means any provision of the Agreement, any information in oral or written form disclosed by either Party, before and/or after execution of this Agreement, relating to discussions between the Parties as to the provision of Services, or to any details as to the business of either Party whether marked as confidential or identified as confidential in any other way, including, but not limited to, network access codes, trade secrets, processes, techniques, software (including source codes and object codes), computer records, hardware configuration, designs, plans, developments, inventions, software, drawings, product information, business and marketing plans and projections, details of agreements or arrangements with third parties and clients and client lists. For the avoidance of doubt, Personal data is governed by the Data Processing Agreement, and does not fall under the confidential information as defined in this GTC.

"**Content**" means any information, including any executable code or any multimedia message comprising text, audio or video clips, numerals, symbols, animation, graphics, photographs and other materials in digital electronic form, provided by Customer, contained in Message (SMS Message, OTT Message, Rich Message, Conversational Message, etc.) sent by the Customer by use of Products, as well as any item that Customer transfers to LINK.

"**Customer**" means the legal entity who, together with LINK, has entered into the Agreement.

"**Direct Web Access**" means web-based access to a Product, without use of Portal.

"**Effective Date**" means the date of the last signature on the Agreement. Service Orders signed later will have Effective Date on the date of the last signature on such Service Order.

"**Electronic Communications Network(s)**" means transmission systems which permit the conveyance of signals by wire, radio, optical or other electromagnetic means, including internet and mobile networks. The term "Electronic Communications Network" is to be understood in accordance with its definition in the European Electronic Communications Code (EU Directive 2018/1972) (EECC), Article 2.

"**Electronic Communications Service(s)**" means the transmission of content using electronic communications networks. The term "Electronic Communications Service" is to be understood in accordance with its definition in the (EECC), Article 2.

"**End-User**" means the recipient and/or sender of Message with whom the Customer communicates through the Products.

"**Message**" means numerals and/or text and/or audio and/or videos and/or other Content, which is composed on Customer's Account and/or by an End-User

"**Operator**" means a Channel provider, hereunder any provider of Electronic Communications Networks or Electronic Communications Services such as a telecommunications operator, aggregator, Internet Service Provider (ISP) or OTT messaging application provider.

"**Party**" means the LINK signing entity (hereafter "LINK") and the Customer referred to as individually, and collectively referred to as the "Parties".

"**Platform**" or "**LINK Platform**" means the technological infrastructure that enables the deployment, operation and management of Products.

"**Product**" is defined in the applicable Service Order and includes one or more Services, accessible either through i) API, ii) Direct Web Access, or iii) Portal.

"**Portal**" means a web-based user interface offering access to Services.

"**Service Order**" means the description of the Product(s)chosen by Customer with the financial terms agreed by the Parties under the Agreement, and any other terms specific for the Product. A Service Order may be a written document, signed by both Parties, or a confirmation of customer's order in the Portal, as applicable.

"**Services**" are described in Service Order and may include one or more of the following: a) access right to the LINK Platform b) Transmission, receipt and/or circulation of any Content over a chosen Channel to/from End-Users of Customer's choice, c) additional Services as described in the applicable Service Order.

"**Transmission**" (or "**Transmit**") means the process where Content moves through a Channel between sender and recipient.

"**User**" means an individual who has been authorized by Customer to log into the Account and use the Products on Customer's behalf.

4. Acceptable use

The Customer accepts and agrees that all use of Products (and the respective Services included) is subject to the following:

a) The Customer will use the Products in compliance with the Agreement, and Content distributed, displayed or otherwise communicated or made available by the Customer's use shall at all times be compliant with applicable law.

b) In relation to LINK, the Customer shall bear the sole responsibility for initiating the Transmission, designing the Messages and selecting the End-User by use of Customer's Account.

c) Customer is solely responsible for choice of End-User, and for providing LINK with correct End-User contact information, hereunder mobile telephone numbers, e-mail address, etc., depending on Customer's chosen Channel. Any cost incurred as a consequence of incorrect End-User, or incorrect End-User contact information, hereunder sending messages to non-existent or incorrect recipients, shall be covered by Customer. Customer's relation to third parties is managed by Customer outside the scope of this Agreement.

d) Customer shall ensure that all necessary rights, authorizations, licenses, consents, and permissions for Messages have been obtained or granted in accordance with applicable law.

e) Customer shall not use the Products for sending Messages that constitute breach with applicable legislation or Operator policies, such as unsolicited or fraudulent. Such Messages may be subject to fines, liquidated damages and/or other sanctions.

f) The Customer shall use the Products in accordance with the policies from applicable Operators, and any user instructions and other policies and guidelines provided by LINK.

g) Customer shall not allow any usage related to communication through unregulated channels (such as P2P).

h) The Customer is responsible for all activities that occur under Customer's Account, regardless of whether the activities are authorized by the Customer or undertaken by the Customer, its employees or a third party (including contractors, agents or End Users). The Customer is responsible for properly configuring and using any Product and otherwise taking appropriate action to secure, protect and backup its Account and its Content in a manner that will provide appropriate security and protection, which might include use of encryption to protect its Content from unauthorized access and routinely archiving its Content and will ensure that Account information is kept and treated as Confidential information. 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 Products, the Customer shall immediately change such Account information and notify LINK.

i) Both LINK and Customer warrant that they comply with any due diligence requirements applicable to them by law, hereunder the EU Corporate Sustainability Reporting Directive, and that they will provide information regarding the management or result of such due diligence to the other party to the extent such information is required under applicable law.

j) Both LINK and Customer warrant that they or any entity or person that has direct or indirect control over them as defined by applicable law, are not subject to any economic, trade or financial sanctions, export control, or other trade restrictions administered or enforced by the United Nations, the European Union, the United States of America or any other relevant jurisdiction ("Sanctions"). If, at any time, LINK or Customer or any person having direct or indirect control over them, becomes subject to any Sanctions, which prohibit or restrict a party's performance under the Agreement, or the performance of the Agreement creates risk for exposure to any Sanctions, both parties may suspend or terminate the Agreement with immediate effect.

Customer accepts and understands that any cost or loss incurred due to Customer's non-compliance with the requirements in this section shall be carried in whole by Customer. Such cost or loss will be invoiced to the Customer following LINK's routines for invoicing.

5. Temporary Suspension

LINK may, without notice and with immediate effect, suspend the Customer's access to or use of the Products, if a) LINK has due cause to suspect that the Customer's use is in conflict with the Agreement or applicable law, b) if the Products or LINK's technical infrastructure may be jeopardized, or c) if LINK receives a written injunction or a similar document from a third party, e.g. an Operator or public authorities, requiring such termination or suspension.

In case of non-payment, LINK reserves the right to suspend Customer's access and use of any Product, if the outstanding payments have not been settled within five (5) days (excluding weekends and bank/public holidays) after receipt of notice thereof from LINK. 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 the above does not exempt the Customer from its obligation to pay all amounts due under the Agreement for the remainder of the Term.

6. Time of delivery

The Customer will receive credentials allowing access to the Products, including login and password. If Customer has not reported defects in written notice within 14 days, the Product with the respective Services included is considered to be delivered and accepted by Customer.

7. Service Levels

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

Unless otherwise agreed by a Service level agreement, The service availability shall be 98% based on the preceding twelve (12) months. The Customer is not entitled to compensation or damages 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.

8. Payment and Invoicing

Fees

The Parties have agreed on fees for the Products as specified in Service Order or other attachment to the Agreement.

All sums payable under the Agreement in respect of the Products are exclusive of any VAT or other indirect taxes or duties levied on such sums and Customer undertakes to pay LINK any such VAT or other indirect tax or duty properly chargeable to Customer by LINK as set out in a tax invoice.

Where a withholding tax is levied by virtue of the source country's law regarding the sums due to LINK under this Agreement, Customer shall increase the sums paid to LINK so that the amount LINK receives after the deduction of withholding tax corresponds to the full amount LINK would have received if no withholding or deduction had been made.

Invoicing

Unless otherwise agreed, the following applies:

Establishment fee, if applicable, will be invoiced upon signature of this Agreement.

User charges (traffic fees), other recurring fees and fees for related Services will be invoiced monthly.

Invoices fall due within 14 days of the date of the relevant

invoice issued by LINK, unless otherwise agreed.

If possible, depending on local regulations, invoices will be submitted to Customer in applicable electronic format. 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.

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 Principles

Customer will be invoiced based on the number of Messages submitted to or from the Customer's Account.

Any SMS 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.

In case of Operator downtime, Messages will, if possible, be rerouted to an alternate route. In case of such rerouting, LINK is entitled to invoice the Customer additional cost per Message for rerouting.

Price adjustments

Price adjustments due to an increase in prices from Operators, charges from national regulatory authorities, or changes in the foreign exchange rates may be effectuated by LINK after a notice period not to exceed thirty (30) days.

Prices will be subject to annual adjustment equivalent to the increase in the national labor cost index, or in other applicable national index in the country of LINK. Such applicable index is shown in https://www.linkmobility.com/legal/terms-and-conditions and is an integral part of the Agreement.

Other price adjustments shall be notified in writing to Customer at least thirty (30) days prior to effectuation of the price adjustment. Upon such other increase, the Customer may terminate the Agreement upon 30(thirty) days' notice.

Interest on overdue payments

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.

Closing date for complaints

Any complaints shall be submitted to LINK no later than two (2) months following the invoice date. If and to the extent permitted by applicable law, no claim and/or action may be brought against LINK after the expiration of such period of time.

Invoicing company

Invoicing may be performed by LINK or by a LINK Affiliate. For such cases, LINK confirms that Customer's payment of an invoice referencing a specific agreement will be correct payment under the applicable Agreement.

9. Marketing and branding

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.

10. Intellectual property rights

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.

All rights to the Customer Content remain with the Customer or the Customer's licensor. Unless agreed for specific Services, no transfer of Customer Content shall take place by Customer's Content being uploaded or otherwise provided by Customer's use of the Products.

The Customer grants LINK the right to use such Customer Content only to the extent necessary to fulfil LINK's obligation towards the Customer under the Agreement.

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, and works of LINK and all accompanying and associated materials as of the Effective Date, including, but not limited to, such rights to the Products shall remain exclusively with LINK or LINK's licensors.

All right, title and interest in and to Intellectual Property Rights in the Product and any other deliverables provided by LINK to the Customer during the term of the Agreement shall remain exclusively with LINK or LINK's licensors.

11. Liability and indemnification

Notification of breach

Customer must notify LINK of a breach of Agreement as soon as possible and no later than seven (7) days after the incident claimed to constitute a breach occurred.

Warranty disclaimer

The Products and the respective included Services are provided "as is". To the extent permitted by law, LINK disclaims 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 Products will be error-free, that the use will be uninterrupted or error-free, or that they 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 any Product.

For the avoidance of doubt, LINK does not control the performance of Operators' Electronic Communications Networks and makes no claims or warrantees with regards to Operators' system capacity, message throughput, response times or delivery

Limited liability

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

LINK shall not be liable to the Customer, the Users, or any other party for errors or delays that are outside LINK's reasonable control, including general internet or line delays, power failure or faults or disruption on any machines and/or Operator's networks.

Neither Party shall be liable to the other Party for any indirect, consequential, special, exemplary or punitive damages (including damages for loss of data, revenue, and/or profits), whether foreseeable or unforeseeable, arising out of this agreement regardless of whether the liability is based on breach of Agreement, tort, breach of warranties or otherwise, and even if the Party has been advised of the possibility of those damages.

Neither Party´s total aggregate liability to the other Party will exceed the fees paid by Customer in the period of 12 consecutive months prior to the date the Claim arose, excluding Operator fees for Customer's Message transactions.

12. Indemnification

Link's indemnification

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 a Product infringes upon

any Intellectual Property Rights of any third party, provided that (i)the Customer promptly informs LINK in writing of any such claim, demand, action, or suit; and (ii) LINK is given control over the defense or settlement thereof and that Customer cooperates in the defense 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 (i)modify the Product to avoid the allegation of infringement, while at the same time maintaining substantial compliance with the Agreement. (ii)obtain for the Customer at no cost to the Customer a right to continue utilization of the Product in accordance with the Agreement free of any liability or restriction; or (iii)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:

a) modifications of the Product by the Customer or any third party.

b) combination or use of the Product 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.

c)LINK's modification of the Product in compliance with written specifications provided by the Customer.

d)use of other than the latest version of the Product provided to the Customer by LINK if the use of the latest version would have avoided the infringement.

e) use outside the scope of the rights granted to the Customer in the Agreement; or

f) 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 Product.

The provisions in this section 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.

Customer's indemnification

The Customer shall indemnify LINK against all damages, claims, costs, losses and expenses attributable to (i) third party claims that Customer's use of any derivate work created by the Customer by using the Products or the Content constitutes an infringement of their Intellectual Property Rights, (ii) breaches by Customer of section 13(Confidentiality), (iii) Customer' breach with the Agreement regulations regarding Intellectual Property rights, (iv) Customer's use of the Products or Content contrary to terms and conditions of third party providers or (v) Customer's breach of warranties or requirements for acceptable use;

13. Confidentiality

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.

Confidential Information shall not include information.

a) already in the possession of the receiving Party without an obligation of confidentiality;

b) 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 non-disclosure obligation; or

c)already publicly available without breach of the Agreement.

14. Term and termination

Term

The Agreement shall commence upon the Effective Date and continue for an initial term of 12 months. Initial term for each Service Order shall be 12 months, or a different initial term agreed in the Service Order. After the initial term, each Service Order shall continue in force until terminated by either Party with three (3) months written notice, or other notice period stipulated in the Service Order. The Agreement shall continue in force if one or more Service Orders under it are effective.

Termination for cause

Either Party may terminate the Agreement or a Service Order, if the other Party is in material breach of the Agreement or the applicable Service Order 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. The Agreement or a Service Order 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.

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

Before termination of the Agreement, Customer shall be given sufficient access to data transferred to LINK's systems in the course of the Customer's use of the Products, in order to retrieve such data before termination date. If Customer requires additional access or transfer following termination, LINK may provide limited access to such data for 30 days following termination, upon request. After the expiry of this period, LINK will delete the Customer's data.

All charges for Services provided before termination shall be paid in accordance with the Agreement and the applicable Service Order.

15. 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 Products to any third party.

16. Changes to the Products and Services

LINK reserves the right to make adjustments and changes to the Products and Services with reasonable notice to the Customer.

17. Assignment

LINK may, either partly or in whole, assign its rights and obligations under the Agreement to an Affiliate without prior written consent from Customer. For the avoidance of any doubt, the Customer accepts such assignment, and no further statement of consent shall be needed by the Customer.

Any other transfer or assignment may not take place without the other Party's prior written consent, which shall not be unreasonably withheld.

Notwithstanding the foregoing, access to the Products for Customer's affiliates may be agreed in Service Order, provided that the Customer remains fully responsible towards LINK.

18. Force Majeure

In no event shall either Party be liable to the other for any delay or failure to perform hereunder when such delay or failure to perform is due to causes beyond the reasonable control of said Party including, but not limited to, government restrictions, exchange or market rulings, strike, sabotage, blockages, embargoes, riots, acts or orders from government, acts of terrorism , war, disruption of any Operator network or internet service, electrical or power shortages, epidemic, flood,

earthquake, fire, other natural disaster. In such an event, the Parties agree to use commercially reasonable efforts to resolve the delay or failure to perform.

To invoke the provision of this article, the Party claiming a force majeure event shall inform the other Party in writing, within five (5) days of its occurrence.

If force majeure prevails for a continuous period of more than two months, any Party may terminate this Agreement by giving fourteen (14) calendar days' prior written notice to the other Party.

19. Notices

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

In the event of change in the contact data, the respective Party shall notify the other Party in writing of the change no later than ten (10) calendar days before the change takes place. If the respective Party has not notified of the change in the manner set out herein, all notices served at the contact data set out on the Front page shall be considered validly served.

20. Changes after signing.

Addition of Products, or changes to existing Products, during the term of the agreement requires a new Service Order to be signed in writing between the Parties, where additional fees may apply. The Customer may provide a change request to LINK, but no new Service Order shall be binding upon LINK until executed by both Parties.

In addition to price adjustments in accordance with section 8, LINK reserves the right to update or change these GTCs, upon notice to Customer. The Customer is deemed to have accepted the amendments if no objection has been sent to LINK within 30 days from the notice. In the event that the Customer objects to the change, LINK shall have the right to terminate the Agreement as from the effective date of the changes.

21. Conduct

Each Party hereby covenants and undertakes to the other Party that it shall have and maintain adequate processes and procedures to ensure that it as well as its Affiliates shall not partake in any illegal, or ethically questionable business practices; and particularly not accept or agree to accept, request, receive, offer or agree to give, any gift or consideration of any kind or other unlawful expense relating to political activity to/from any person as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the performance of this Agreement and not engage or cause the other Party to be engaged, in any actions that are, or could be considered to constitute, bribery of public officials.

Each Party commits to ensure compliance with all applicable legislation, statutory instruments and regulations relating to anti-slavery or human trafficking and any similar or equivalent legislation in any jurisdiction relevant to the performance of this Agreement. Each party shall observe any and all local, national and international laws and regulations, standards, guidelines and good practices relevant to sustainability issues, in particular standards at least equivalent to those laid down by the UN "Guiding Principles on Business and Human Rights: Implementing the United Nations 'Protect, Respect and Remedy Framework" and OECD "Guidelines for Multinational Enterprises", as applicable.

Breach of the covenants in this Section shall constitute a material breach of the Agreement.

22. EECC Rights Waiver

Pursuant to the EECC, if the Customer is a microenterprise, small enterprise, or not for profit organization, it hereby waives the right to:

- have the Agreement made available to the Customer in a durable medium;
- have a summary of the Agreement provided to the Customer; and
- be notified when the usage of Services based on volume or time limits reaches the limits of the Customer's use, if applicable under Service Order.

In addition, the Customer may set out a commitment period. In the event this period is longer than the maximum statutory period, the Customer hereby waives the right to a shorter commitment period.

23. Governing law and venue

The Agreement shall be governed and interpreted under the laws of the country of LINK's registered office (excluding its conflict of law principles).

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

If the dispute is not settled through amicable discussion between the Parties' respective contact person as set forth in the Frontpage – or other representatives respectively chosen by the Parties - within a period of fifteen (15) days, the Parties shall refer the dispute, controversy or claim to their executive-level representatives (by way of example, managing director, chief executive or equivalent).

If the Parties' respective executive level representatives are unable to resolve the dispute within twenty (20) days, the dispute, controversy, or claim must be brought to the relevant courts in the country of LINK's registered office.

Nothing in this Section shall be deemed as to limit or restrict either Party's right to seek injunctive or other equitable relief for the violation of any provision set forth in this Agreement.

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On behalf of LINK	**On behalf of Customer**
Name:	Name:
Position:	Position:
Date:	Date:
Place:	Place: