Fonn Group General Terms and Conditions

Fonn Group General Terms and Conditions (v1)

Effective: **December 1st, 2020**

1. Purpose, Definitions and Purchase Procedure

These Fonn Group General Terms and Conditions (the "Customer Terms") state the rights and obligations that all users of our online and on-premise productivity products and/or platform (the "Services") enjoy and are bound by when accessing and using the Services.

For the purpose of the provisions herein, the term «the Contract» shall mean these Customer Terms together with any additional written agreement(s) you or your organization has entered into with us regarding the Services and any Order Form(s) (defined below) issued with respect to Services. The terms "Fonn", "we," "our" and "us", as used herein, shall mean the applicable Fonn entity that you or your organization are contracting with regarding the provision of Services, normally specified in the Order Form.

For the purpose of the provisions herein, the term "Customer" shall mean the company or organization you represent and on which behalf you are ordering or using Services. If you are not acting on behalf of a company or organization when ordering or using Services, you will personally be the «Customer». In order to purchase subscription(s) to Services, you (on behalf of the Customer) must create an instance (i.e., a digital space where a group of users may access the Services, as further described in our Help Center pages), invite users to that instance, or use or allow the use of that instance. You will then be presented with these Customer Terms, which you must accept on behalf of the Customer as part of the purchase procedure. You are obliged to make sure that you have all needed authorizations to make the purchase and enter into a Contract on behalf of Customer before proceeding.

2. Operational framework for the provision of Services

2.1. Relationship Between Customer and Authorized User(s)

If your organization is Customer, it can modify and re-assign roles on your instance (including your own role) and otherwise exercise the rights granted to Customer under the Contract. If Customer in such case should choose to replace you as its representative with authority over the instance, we will provide you with a notice about the change, and you hereby undertake in such cases to take all needed actions, as requested by us or Customer, to facilitate such transfer of authority.

Individuals authorized by Customer to access the Services (each an "Authorized User") may submit content or information ("Customer Data") to the Services, such as messages or files. The Customer shall have the full and exclusive power and authority to decide and give instructions as to how we shall treat Customer Data, even where such instructions may be contrary to the wish or will of the uploading Authorized User. Customer may inter alia provide or deny access to the Services, enable or disable third-party integrations, manage permissions and retention- and export settings, transfer or assign instances, share channels, consolidate instances with other instances, etc. Since these choices and instructions are not made or issued by the Authorised User itself, but by its organization, all users must be aware that the disposal of Customer may result in the access, use, disclosure, modification or deletion of certain or all Customer Data. It shall be Customer's sole responsibility to (a) inform Authorized Users of any Customer policies and -practices that are relevant to their use of the Services, and of any settings that may impact the processing of Customer Data; and (b) ensure that the transfer and processing of Customer Data under the Contract is lawful.

The Customer must purchase a subscription for each Authorized User, regardless of its role, authorizing the Authorized User to access and use the Services. A subscription may be procured through the Services interface, or alternatively, by the use of an order form/term sheet between Customer and us, based on our template (each, an "Order Form"). Our Help Center provides further information about the procedures for procuring of subscriptions and inviting new Authorized Users. The Customer enters into the Contract with effect for itself and all its Authorized User, and each Authorized User must individually agree to the Customer Terms to activate their subscription. A subscription will be effective from the time of purchase and will stay in force for the purchased subscription term, as specified in the Services "check-out" interface or in the Order Form/term sheet, as applicable. Each subscription is for one single Authorized User and is personal for that

Authorized User, unless otherwise expressly agreed upon in an Order Form/term sheet. All subscriptions are restricted to the overall subscription term agreed by the Customer, and all subscriptions purchased by it during a subscription term shall end synchronously at the end of the overall subscription term.

2.2. Future Product Plans and Beta Products

We may share information about our future product plans because we like transparency. Our public statements about those product plans are an expression of intent but are not to be relied upon when making a purchase. If Customer decides to buy our Services, that decision should be based on the functionality or features we have already made available at the time of purchase and not on any heralded or indicated new or additional future functionality or features.

Occasionally, we look for beta testers to help us test our new features. Such features will be identified as "beta" or "pre-release," or words or phrases with similar meanings (each, a "Beta Product"). Beta Products are made available strictly "as is," and any warranties or contractual commitments we make or will make for our ordinary Services do not apply to Beta Products. Should Customer encounter any faults with our Beta Products, we would love to hear about them; our primary reason for running any beta programs is to iron out issues before making a new feature widely available.

The more suggestions our customers make, the better the Services become. If Customer sends us any feedback or suggestions regarding the Services, there is a chance we will use it, so Customer hereby grants us (for itself and all of its Authorized Users and other Customer personnel) an unlimited, irrevocable, perpetual, sublicensable, transferable, royalty-free license to use any such feedback or suggestions for any purpose without any obligation or compensation to Customer, any Authorized User or other Customer personnel.

2.3. Non-Fonn Products

Our Services include a platform to which Customer may give third parties access in order for such third party to develop applications or software intended to complement Customer's use of the Services (each, a "Non-Fonn Product"). SUCH NON-FONN PRODUCTS ARE NOT PART OF OUR SERVICES, AND WE DO NOT MAKE ANY WARRANTIES OR REPRESENTATIONS OR OTHER PROMISES OR UNDERTAKE ANY OBLIGATIONS AS TO NON-FONN PRODUCTS, OR THEIR INTEROPERABILITY WITH OUR SERVICES, NOR DO WE PROVIDE SUPPORT FOR THEM. ANY USE OF A NON-FONN PRODUCT IS SOLELY A MATTER BETWEEN CUSTOMER AND THE APPLICABLE THIRD PARTY PROVIDER.

If a Non-Fonn Product is enabled for Customer's instance, please be mindful of any Customer Data that will be shared with the third party provider and the purposes for which the provider requires access. We shall not be responsible for any use, disclosure, modification or deletion of Customer Data that is transmitted to or accessed by, a Non-Fonn Product or a provider of such. Check out our Help Center pages for more information.

2.4. Which Fonn Entity is Customer Contracting With?

The entity entering into this Contract with Customer shall be the entity identified as Supplier in the applicable Order Form (or in the Service interface when ordering online)), or, in the absence of such express identification; the Fonn-related entity that in its ordinary business provides the type of Services ordered by customer.

3. Privacy Policy and Data Controller Agreement

Any processing of personal data in relation to our provision of the Services shall be governed by our Privacy Policy, which is available on our website. Customer shall see to it that all Authorized Users are informed about the Privacy Policy and given the opportunity to read through it before using the Services.

If our provision of Services under the Contract is likely to involve processing of personal data on behalf of the Customer, such as the collection, registration, compilation, storage, disclosure or combinations of personal data related to Customer's staff, customers or other individuals, Customer shall be required to enter into a Data Controller Agreement with us based on our template.

4. Responsibilities of Customer and Authorized Users

4.1. Use of the Services

Customer shall at all times comply with the terms and conditions of the Contract and shall ensure that its Authorized Users comply with the Contract. We shall not in any manner be responsible or liable for the content of any Customer Data or the way Customer or its Authorized Users might use the Services to collect, store, process or present any Customer Data or other data. The Services are not intended for and may not be used by any person under the age of 16. Customer shall ensure that all Authorized Users are over the age of 16 years. It shall be Customer's own full and sole responsibility to provide itself and its

Authorized Users with sufficiently high-speed Internet and other technical framework needed to access and use the Services as intended.

4.2. Our Removal Rights

If we have reason to believe that Customer or any Authorized User is in breach of the Contract, and such breach can be remedied by Customer removing certain Customer Data or disabling a certain Non-Fonn Product, we may instruct Customer by written notice to execute such removal of disabling within a reasonable time limit stated in the written notice. If the needed steps are not taken by Customer within the defined time limit, we may ourselves execute the appropriate action directly. We may also take such action directly, without any notice needed, if we believe that the breach carries a credible risk of harm to us, the Services, Authorized Users or any third parties.

5. Payment Obligations

5.1. Payment Terms

While purchasing our Services, applicable fees will be specified at the Services interface "check-out" and in the Order Form(s) — and must be paid in advance. We may adjust the prices of our Services annually, with effect from 1 January, by 30 days prior written notice. Normally, supplies from Subprocessors will be charged separately in addition to the price of the Services, as stated in the Order Form. All orders are non-cancelable and, absent of any express provision in the Contract to the contrary, all fees paid are non-refundable. If we agree to invoice Customer by email, full payment must be received by us within fifteen (15) days from the invoice date. Fees stated are exclusive of any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction (collectively, "Taxes"). Customer shall be responsible for paying all Taxes associated with its purchases, except for those taxes based on our net income. Should any payment for the Services be subject to withholding tax by any government, Customer shall reimburse us for such withheld tax.

6. Our Responsibilities

6.1. Providing the Services

We will (a) make the Services available to Customer as described in the Contract, and (b) not use or process Customer Data for any purpose without Customer's prior written instructions. For the purposes of this section, this Contract shall be deemed as "prior written instructions" authorizing us to allow full use of the Services (with inherent Customer Data at any time) to all Authorized Users, and to conduct any such processing of Customer Data

that is needed in order to facilitate such use of the Services to Authorised Users or as is otherwise necessary for our performance of the Contract.

The Services will perform materially in accordance with any descriptions of functionality presented on our current Help Center pages at any given time. Except as expressly provided for in the "Non-Fonn Products"- and "Downgrade for Non-Payment" sections of our Help Center pages, we will not materially decrease the functionality of a Service during the subscription term. For any breach of an obligation set out in this section 6, Customer's sole and exclusive remedies shall be those set out in the two paragraphs of section 7 titled "Termination for Cause" and "Effect of Termination".

6.2. Keeping the Services Available

For some of our Services, we offer (on request) specific uptime commitments, which are paired with credits, if we fall short of those commitments. In those cases, the credits will serve as liquidated damages and shall be Customer's sole remedy for the downtime and any related inconvenience. Such uptime commitments and liquidated damages shall however not apply unless this is expressly stated in Order Form or other written contract duly signed or confirmed in writing by us. For all Service plans, also those not covered by uptime commitments, we will use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, excluding planned downtime. We expect planned downtime to be infrequent but will endeavor to provide Customer with advance notice (e.g., through the Services), if we think it may exceed five (5) continuous minutes. Credits awarded to Customer pursuant to the above may only be used to extend your subscription to the service.

6.3. Protecting Customer Data

We will take reasonable steps to protect Customer Data and to maintain administrative, physical, and technical safeguards at a high level. We will hereunder implement measures aimed at preventing unauthorized access, use, modification, deletion and disclosure of Customer Data by our personnel. We will also take steps to ensure that any third party service providers, involved in the provision of Services, maintain, at a minimum, reasonable data practices for maintaining the confidentiality and security of Customer Data and preventing unauthorized access. Customer shall bear the full and sole responsibility for adequate and sufficient security- and protection measures related to and backup of Customer Data when in Customer's or its representatives' or agents' possession or control. Furthermore, Customer shall bear the sole responsibility for what Customer's Authorized Users or providers of Non-Fonn Products do with Customer Data.

6.4. Use of Subprocessors – The Fonn Extended Family

We shall be free to use corporate affiliates and third-party contractors («Subprocessors») (together with us jointly referred to as the "Fonn Extended Family") in performing our tasks and obligations under the Contract.

7. Ownership and Proprietary Rights

Customer owns and will continue to own all Customer Data. Subject to the terms and conditions of the Contract, Customer (for itself and all of its Authorized Users) grants the Fonn Extended Family a worldwide, non-exclusive, limited-term license to access, use, process, copy, distribute, perform, export and display Customer Data, and any Non-Fonn Products created by or for Customer, only as reasonably necessary (a) to provide, maintain, enhance and update the Services; (b) to perform any needed service, security-adjustments, support and maintenance or other technical adjustments to the Services; (c) as required by law or as permitted under our Data Request Policy (if applicable); and (d) as expressly permitted in writing by Customer. Customer represents and warrants that it has secured all necessary rights in and to Customer Data from its Authorized Users to grant this license.

We own and will continue to own our Services, including but not limited to all and any intellectual property rights therein and related thereto. We may make software components available, via app stores or other channels, as part of the Services. All software provided as part of the Services is our property and is protected by copyright law as well as other statutory and non-statutory intellectual property law. All title and copyrights in and to software, trademarks and accompanying materials and rights are and shall remain owned solely and fully by us, and nothing herein shall involve or imply any transfer of such ownership or rights. Subject to the terms and conditions of the Contract and upon full payment of the applicable fees, we grant to Customer a non-sublicensable, non-transferable, non-exclusive, limited license for Customer and its Authorized Users to use the object code version of such software-components of the Services, but solely to the extent necessary to use and utilize the Services in accordance with the Contract. All rights not expressly granted by this license are retained by us.

8. Term and Termination

8.1. Contract Term

The Contract remains effective until all subscriptions ordered under the Contract have expired or been terminated, or the Contract itself terminates. Termination of the Contract will terminate all subscriptions and all Order Forms.

8.2. Auto-Renewal

Unless an Order Form or Term Sheet states otherwise, all subscriptions shall automatically renew for additional periods equal to one (1) year, or the length of the preceding subscription term, whichever is shorter. Either party may notify the other party of non-renewal with at least thirty (30) days written notice before the end of a subscription term to stop subscriptions from automatically renewing.

8.3. Termination for Cause

Either party may terminate (cancel) the Contract on notice to the other party if the other party materially breaches the Contract and such breach is not fully cured within thirty (30) days after the non-breaching party provides notice of the breach. Customer is responsible for its Authorized Users, including any breach of this Contract caused by its Authorized Users. We may terminate the Contract immediately on notice to Customer if we reasonably believe that the Services are being used by Customer or its Authorized Users in violation of applicable law.

8.4. Termination Without Cause

Customer may terminate its free or trial subscriptions without cause and with immediate effect. We may also terminate Customer's free or trails subscriptions without cause.

8.5. Effect of Termination

Upon any termination for cause by Customer, we will refund Customer any prepaid fees to the extent they cover the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by us, Customer will pay any unpaid fees covering the remainder of the term of subscriptions after the effective date of termination. In no event will any termination relieve Customer of the obligation to pay any fees payable to us for the period prior to the effective date of termination.

8.6. Data Portability and Deletion

We are custodians of Customer Data. During the term of a subscription, Customer will be permitted to export or share certain Customer Data from the Services; however, Customer acknowledges and accepts that the ability to export or share Customer Data may be limited or unavailable depending on the type of Services plan in effect and the data retention, sharing or invite settings enabled. Following termination or expiration of a subscription, we will have no obligation to maintain or provide any Customer Data and may thereafter, unless legally prohibited, delete all Customer Data in our systems or otherwise in our possession or under our control.

9. Representations, Disclaimer of Warranties

9.1. Representation

Customer represents and warrants that it has validly entered into the Contract and has the legal power to do so. Customer further represents and warrants that it is and shall be responsible and liable for the conduct of its Authorized Users and for their compliance with the terms of this Contract and any applicable law.

9.2. Disclaimer of Warranties

EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, THE SERVICES AND ALL RELATED COMPONENTS AND INFORMATION ARE PROVIDED ON AN "AS IS"- AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. WE DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES AND ACCEPTS THAT WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

9.3. Limitation of Liability

IN NO EVENT SHALL THE FONN EXTENDED FAMILY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE CONTRACT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE LAST EVENT GIVING RISE TO LIABILITY.

IN NO EVENT SHALL ANY MEMBER OF THE FONN EXTENDED FAMILY HAVE ANY LIABILITY TO THE CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, AND WHETHER OR NOT THE CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WE SHALL NOT HAVE ANY LIABILITY FOR ANY LOSS CAUSED BY THE CONDUCT, MISCONDUCT OR ABSENT OF CONDUCT OF SUBPROCESSORS UNLESS IT IS ESTABLISHED THAT WE HAVE ACTED WITH GROSS NEGLIGENCE IN THE CHOICE OR FOLLOW-UP OF SUCH SUBPROCESSOR.

The Services support logins using two-factor authentication ("2FA"), which is known to reduce the risk of unauthorized use of or access to the Services. The Customer acknowledges and accepts that we shall not be responsible for any damages, losses or

liability incurred by Customer, Authorized Users, or anyone else, to the extent any event leading to such damages, losses or liability is likely to have been prevented by the use of 2FA. Additionally, Customer shall be responsible for all login credentials, including usernames and passwords, for administrator accounts as well the accounts of your Authorized Users. We shall not be responsible for any damages, losses or liability incurred by Customer, Authorized Users, or anyone else, due to such information not being kept confidential by Customer or its Authorized Users, or if a third party for whatever reason provides correct login information and thereby is able to log into and access the Services.

The limitations under this "Limitation of Liability" section apply with respect to all legal theories, whether in contract, tort or otherwise, and to the full extent permitted by law. The parties acknowledge that the provisions of this "Limitation of Liability" section allocate the risks under this Contract between the parties, and that the parties have relied on these limitations in determining whether to enter into this Contract and the pricing for the Services.

9.4. Our Indemnification of Customer

We will defend Customer from and against any and all third party claims, actions, suits, proceedings, and demands alleging that the Services provided under the Contract infringes or misappropriates a third party's copyright (a "Claim Against Customer"), and will indemnify Customer for all reasonable attorney's fees incurred and damages and other costs awarded against Customer by a final court decision in which the Services are held to be infringing or misappropriating such third party copyright, and for amounts paid by Customer under a settlement priorly approved by us in writing of a Claim Against Customer. Notwithstanding the previous, we shall have no liability if a Claim Against Customer arises from (a) Customer Data or Non-Fonn Products; and (b) any modification, combination or development of the Services that is not performed by us, including in the use of any application programming interface (API). Furthermore, in order for the indemnification obligation under this section to apply, Customer must (i) provide us with prompt written notice of any Claim Against Customer without delay and in any case no later than ten (10) business days after receipt of said claim(s), (ii) allow us the rights to, and enable us to, assume the exclusive defense and control of the defense against the claim, and (iii) in good faith cooperate with and assist us in the defense and accommodate any reasonable requests related to our defense or settlement of such matter. This section states our sole liability with respect to, and Customer's exclusive remedy against us and the Fonn Extended Family for, any Claim Against Customer.

9.5. Customer's Indemnification of Us

Customer will defend Fonn and the members of the Fonn Extended Family (collectively, the "Fonn Indemnified Parties") from and against any and all third party claims, actions, suits, proceedings, and demands arising from or related to Customer's or any of its Authorized Users' violation of the Contract or the Customer Terms or from the contents of Customer Data or how Customer Data has been collected, stored, or processed or presented (a "Claim Against Us"), and will indemnify the Fonn Indemnified Parties for all reasonable attorney's fees incurred and damages and other costs finally awarded against a Fonn Indemnified Party in connection with or as a result of, and for amounts paid by a Fonn Indemnified Party under a settlement Customer approves of in connection with, a Claim Against Us. In order for the indemnification obligation under this section to apply, we agree to, and shall (i) provide Customer with prompt written notice of any Claim Against Us without delay, (ii) allow Customer the rights to, and enable Customer to assume the exclusive defense and control of the defense against the claim, and (iii) in good faith cooperate ad assist Customer in the defense and accommodate with any reasonable requests related Customer's defense and settlement of such matter. This section states your sole liability with respect to, and the Fonn Indemnified Parties' exclusive remedy against Customer for, any Claim Against Us.

9.6. Limitations on Indemnifications

Notwithstanding anything contained in the two preceding sections, (a) an indemnified party will always be free to choose its own counsel if it pays for the cost of such counsel; and (b) no settlement may be entered into by an indemnifying party, without the express written consent of the indemnified parties (such consent not to be unreasonably withheld), if (i) the third party asserting the claim is a government agency, (ii) the settlement arguably involves the making of admissions by the indemnified parties, (iii) the settlement does not include a full release of liability for the indemnified parties, or (iv) the settlement includes terms other than a full release of liability for the indemnified parties and the payment of money.

10. Confidentiality

10.1. Confidential Information

Each party ("Disclosing Party") may disclose "Confidential Information" to the other party ("Receiving Party") in connection with the Contract, meaning any and all information either labelled as "Confidential" or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances of disclosure, which may include, but is not limited to, all Order Forms, as well as non-public business, financial, technical and non-technical information, data, information relating to products, technologies, marketing,

distribution, as well as ideas and creative works (regardless of whether such information is protected under copyright, patent or trademark and/or trade secret laws). Confidential Information of Customer includes Customer Data. Notwithstanding the above, Confidential Information shall not include information that (a) is or becomes generally available to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) is received from a third party without breach of any obligation owed to the Disclosing Party; or (d) was independently developed by the Receiving Party.

10.2. Protection and Use of Confidential Information

The Receiving Party shall (a) hold the Confidential Information in confidence and employ controls, protections and safeguards to this regard, treating it with at least the same degree of caution as the Receiving Party would in the handling and storage of its own proprietary data and information, but never less than what should be deemed reasonable measures to prevent the unauthorized disclosure or use of Confidential Information, (b) not use Confidential Information for any purpose outside the scope of this Contract or as expressly permitted herein, (c) not disclose Confidential Information in any way, either directly or indirectly, to any third party, except (i) to those employees, affiliates and contractors, or financial or legal advisors who need to know such information in connection with the Contract, (ii) only to the extent necessary for the scope of this Contract and (iii) provided always that such persons are bound to confidentiality obligations at least as restrictive as those in the Contract.

10.3. Compelled Access or Disclosure

The Receiving Party may access or disclose Confidential Information of the Disclosing Party if it is required by law; provided, however, that the Receiving Party gives the Disclosing Party prior notice of the compelled access or disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the access or disclosure. If the Receiving Party is compelled by law to access or disclose the Disclosing Party's Confidential Information, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing access to such Confidential Information as well as the reasonable cost for any support provided in connection with the Disclosing Party seeking a protective order or confidential treatment for the Confidential Information to be produced.

11. Survival

Upon termination or expiration of this Contract, for whatever reason, sections 2.3. ("Non-Fonn Products"), 7. (Ownership and Proprietary Rights), 8.5. ("Effect of Termination"), 8.6. ("Data Portability and Deletion"), 9.3 ("Limitation of Liability"), 9.5. ("Customer's Indemnification of Us"), 9.6. ("Limitations on Indemnifications"), 10. ("Confidentiality") and 12. ("General Provisions") shall survive.

12. General Provisions

12.1. Publicity
Unless otherwise expressed by Customer in writing, Customer grants us the right to use Customer's company name and logo as a reference for marketing or promotional purposes on our website and in other public or private communications with our existing or potential customers.

12.2. Force Majeure
We shall not be liable by reason of any failure or delay in the performance of our obligations under this Contract that is due to events beyond our reasonable control, which may include, but is not limited to denial-of-service attacks, a failure by a third party hosting provider or utility provider, strikes, shortages, riots, fires, acts of God, war, terrorism, and governmental action.

12.3. Relationship of the Parties; No Third Party Beneficiaries
The parties are independent contractors. The Contract does not and shall not be construed to create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third party beneficiaries to the Contract.

12.4. Email
Except as otherwise set forth herein, all notices under the Contract will be by email. Notices to Fonn will be sent to company@fonngroup.com, except for legal notices, such as notices of termination or an indemnifiable claim, which must be sent to legal@fonngroup.com. Notices will be deemed to have been duly given (a) the day after it is sent, in the case of notices through email; and (b) the same day as it is sent, in the case of notices through the Services.

12.5. Modifications
As our business evolves, we may change these Customer Terms and the other components of the Contract (except any Order Forms). If we make a material change to the Contract, we will provide Customer with reasonable notice prior to the change taking effect, either by

emailing the email address associated with Customer's account or by messaging Customer through the Services. Customer can review the most current version of the Customer Terms at any time by visiting this page and by visiting the most current versions of the other pages that are referenced in the Contract. The materially revised Contract will become effective on the date set forth in our notice, and all other changes will become effective upon posting of the change. If Customer (or any Authorized User) accesses or uses the Services after the effective date, that use will constitute Customer's acceptance of any revised terms and conditions.

12.5. Waiver

No failure or delay by either party in exercising any right under the Contract will constitute a waiver of that right. No waiver under the Contract will be effective unless made in writing and signed by an authorized representative of the party being deemed to have granted the waiver.

12.6. Severability

The Contract shall be enforced to the fullest extent permitted under applicable law. If any provision of the Contract is held by a court of competent jurisdiction to be contrary to law, the Contract shall be interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the Contract shall remain in full effect.

12.7. Assignment

Except with respect to the Fonn Extended Family, neither party may assign or delegate any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign the Contract in its entirety (including all Order Forms/Term Sheet), without the consent of the other party, to a corporate affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. For the purpose of the Contract, «affiliate» shall mean any entity that directly, or indirectly controls, is controlled by, or is under common control with the subject entity. "Control", for purposes of this definition, shall mean direct, or indirect ownership, or control of more than 50% of the voting interests of the subject. Customer shall keep its billing and contact information current at all times by notifying Fonn of any changes. Any purported assignment in violation of this section shall be null and void. A party's sole remedy for any purported assignment by the other party in breach of this section shall be termination of the Contract upon written notice to the assigning party. Subject to the

foregoing, the Contract will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.8. Choice of law and legal venue

This Agreement shall be governed by and construed in accordance with the laws of Norway. Any dispute, controversy or claim arising out of or relating to this Contract, or the breach, termination, or invalidity thereof, parties shall seek to solve amicably through negotiations. If the parties do not reach an amicable solution within two (2) weeks, any dispute, controversy or claim shall be finally settled by the regular courts of Norway. Both Parties hereby agree to and accept Bergen District Court (Bergen tingrett) as exclusive legal venue.

12.9. Entire Agreement

The Contract constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Without limiting the foregoing, the Contract supersedes the terms of any online agreement electronically accepted by Customer or any Authorized Users. However, to the extent of any conflict or inconsistency between the provisions in these Customer Terms and any other documents or pages referenced in these Customer Terms, the following order of precedence will apply: (1) the terms of any Order Form or term sheet (if any), (2) the Customer Terms and (3) any other documents or pages referenced in the Terms. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order, vendor onboarding process or web portal, or any other Customer order documentation (excluding Order Forms) will be incorporated into or form any part of the Contract, and all such terms or conditions will be null and void.

Appendix 1: Service levels

Service Level Agreement

This Service Level Agreement applies to and is incorporated by reference into the ordering document (the "Term sheet") made by and between the Service Provider (as identified on the Term sheet) and the Customer (as identified on the Term sheet). Service Provider may modify this Service Level Agreement from time to time by posting such amended Service Level Agreement to Service Provider's site, but will provide sixty (60) days advance notice to Customer before materially reducing the benefits offered to Customer under this Service Level Agreement ("Service Provider SLA"). During the term of the applicable Quote, Service

Provider will use reasonable efforts to achieve a Monthly Uptime Percentage of at least 99.5% for any calendar month. If Service Provider does not meet the Service Provider SLA, and so long as Customer's account with us is current, Customer will be eligible to receive the credits described below. These credits are Customer's exclusive remedy for any failure by Service Provider to meet the Service Provider SLA. Service Provider and Customer hereby agree as follows:

1. Definitions. The following definitions apply to this Addendum.

"Downtime" means the time in which any service listed above is not capable of being accessed or used by the Customer, as monitored by Service Provider. "Monthly Uptime Percentage" means the total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month. The following are not counted as Downtime for the purpose of calculating Monthly Uptime Percentage:

Service unavailability caused by scheduled maintenance of the platform used to provide the applicable service (Service Provider will endeavour to provide seven days' advance notice of service-affecting scheduled maintenance); or

Service unavailability caused by events outside of the direct control of Service Provider or its subcontractor(s), including any force majeure event, the failure or unavailability of Customer's systems, the Internet, and the failure of any other technology or equipment used to connect to or access the service.

2. Service Credits.

Credits are issued as a financial reimbursement if Service Provider does not meet the Service Provider SLA for a particular month of the ordered term. Upon approval of a claim we will provide the applicable remedy set forth below:

Monthly Uptime Percentage	Service Credit
Less than 99.5% but >= 99.2%	5% of the monthly fee

Less than 99.2% but >= 99.0%	10% of the monthly fee
Less than 99.0% but >= 98.7%	15% of the monthly fee
Less than 98.7%	20% of the monthly fee

3. Claim Procedure.

To receive a service credit for a particular calendar month, Customer must submit a claim by email to the support team within 30 days of the end of the month during which the Service did not meet the Service Provider SLA, and include the following information:

Customer name and account number;

the name of the service to which the claim relates;

the name, email address, and telephone number of the Customer's designated contact; and

information supporting each claim of Downtime, including date, time, and a description of the incident and affected service, all of which must fall within the calendar month for which you are submitting a claim.

This service level agreement is an addendum to the general terms and conditions from Fonn Group (https://fonngroup.com/fonn-group-general-terms-and-conditions/). In case of any inconsistency or doubt, the general terms and conditions shall prevail.