

Appendix 2 - General terms and conditions

The below general terms and conditions ("the Terms") apply to all services provided by Link Mobility AB ("Link") to its B2B customers. For some of Link's services, special terms and conditions also apply which, should any contradictions arise, take precedence over these Terms. In the event of contradictions between the Terms and the parties' signed agreement, the provisions of the agreement apply only if it is expressly stated in the agreement as to which point of the Terms shall not apply. Any purchasing terms and conditions or other general terms and conditions shall not be applied to Link's services, unless otherwise agreed in writing.

1. General

- 1.1 These Terms apply between Link and the customer ("the Customer") specified in the parties' agreement. The Terms constitute an appendix and an integrated part of the written agreement signed by the parties (hereafter referred to jointly as "the Agreement"). Unless otherwise agreed, the Customer's signing of the contract counts as a binding order of the services specified in the agreement ("the Services").
- 1.2 The agreement comes into force upon Link's signing of the agreement. Link reserves the right to conduct a customary credit check of the Customer prior to signing.
- 1.3 The Services are specified in a special appendix to the Agreement. The Customer is reminded that the descriptions of services may contain special requirements of the Customer (e.g., requirements in terms of technical equipment), which the Customer is obliged to fulfil.

2. The Services - general information

- 2.1 Link shall provide the Services from the agreed start date in accordance with the Terms, any special terms and conditions and the applicable descriptions of services.
- 2.2 The Services shall be carried out in a professional manner by competent personnel with adequate training. Link has the right to hire subcontractors to carry out the Services, though Link is responsible for work which such subcontractors perform on behalf of Link.

3. Legal and regulatory requirements

- 3.1 The Services, and Link's provision thereof, are regulated by a number of different laws, statutes and ethical regulations ("Legal Requirements"), such as the Marketing Act (2008:486), the Personal Data Act (1998:204,) GDPR (2016/679) and SWEDMA's ethical rules for mobile marketing.
- 3.2 Link is responsible for ensuring the Services' general design and underlying technology fulfil the Legal Requirements, unless otherwise specified in the Agreement. The Customer is responsible for ensuring all information and content used within the scope of the Services ("Customer Content"), as well as the Customer's marketing and information regarding the Services, fulfils the Legal Requirements. The parties shall keep one another up to speed on any changes to the Legal Requirements and/or the arrival of new legal or regulatory requirements that the Services or the Customer Content must fulfil.
- 3.3 For Services that include marketing communications via text message, e-mail or other electronic addresses, the Customer guarantees that the Legal Requirements regarding consent/opt-in from physical persons who are end recipients ("End Users") are fulfilled (e.g., Section 19 of the Marketing Act). If the Customer considers Legal Requirements regarding consent/opt-in to have been fulfilled on grounds other than express consent (e.g., soft opt-in), the Customer takes full responsibility for the correctness of the assessment in relation to Link. The Customer undertakes to

provide, at Link's request, detailed information on how each individual End User has consented to receiving the Services.

- 3.4 The Customer undertakes to safeguard and indemnify Link, without limitation, in the event that an End User, supervisory authority or other third party makes a claim against Link as a result of the Customer's use and/or marketing of the Services, or the Customer Content, not fulfilling the Legal Requirements.
- 3.5 Link has the right to stop provision of the Services immediately and until further notice if Link has reasonable cause to suspect a breach of this point (3) on the part of the customer.

4. Fees and payment

- 4.1 Applicable prices for the Services are specified in a separate price list and in the given currency, excluding VAT. Payment is made retrospectively on invoice from Link, with the exception of setup and subscription fees, which must be paid in advance. Unless otherwise agreed, the terms of payment apply for thirty (30) days for Link's invoices.
- 4.2 In the event of delayed payment, penalty interest applies, including any collection fees, in accordance with the law, as well as the reminder fee applied by Link at the time in question. Link also has the right to stop the provision of the Services until Link has received payment in full.
- 4.3 Link has the right to request advance payment or other security in the event that Link has reasonable cause to suspect that the Customer will be unable to meet their payment obligations in accordance with the Agreement.

5. Changes

- 5.1 Applicable prices may be changed by Link once (1 time) per year. Price changes owing to events beyond Link's control (e.g., changes in exchange rates, changes to Legal Requirements, increases in operator fees, changes in stock exchange regulations or similar circumstances) may be implemented without limitation. All price changes shall be announced in writing and apply thirty (30) days from the day the message was sent.
- 5.2 Link reserves the right to change the Terms via written communication to the Customer. The new terms and conditions take effect three (3) months after Link's communication. Point 12 below may however only be changed subject to agreement between the parties.
- 5.3 If the content of a certain Service needs to be changed according to Link's perception, e.g., due to new or changed Legal Requirements or existing stock exchange regulations, such changes may be made provided the Customer is informed in writing at least thirty (30) days in advance. If the change is occasioned by a judgment, stock exchange regulations or order of an authority, the change may be implemented immediately. The Customer must be informed of this in writing

6. Term of agreement

- 6.1 The agreed term of agreement is specified in the Agreement. If the term of agreement is not stated in the Agreement, the Services shall be provided for twelve (12) months from the signing of the agreement. If notice of termination of the Agreement is not provided at least three (3) months prior to the end of the term of agreement, the Agreement is automatically extended until further notice, with a mutual notice period of three (3) months.
- 6.2 Either party can terminate the Agreement prematurely with immediate effect in the event that the opposite party (i) commits a serious breach of the agreement which is not rectified within fourteen (14) days of written notice of this or (ii) defaults in payments, initiates composition proceedings, or enters any other obvious state of insolvency.
- 6.3 Link has the right to terminate the Agreement prematurely with immediate effect (with no liability to compensate the Customer), if:
- The Customer's information or the Customer Content used in or for the Services does not fulfil the Legal Requirements and this is not rectified by the Customer within ten (10) days after Link's notification of this, or
 - The Customer has not made payment in full within five (5) days after the due date on Link's reminder invoice.
- 6.4 Notice of termination must be in writing in order to be valid.

7. Availability and maintenance services

- 7.1 Link shall take commercially viable measures in order to ensure the Services remain available during office hours. Link offers a separate Service Level Agreement (SLA) at an additional rate.
- 7.2 Link has the right to carry out maintenance work with entails an interruption of the Services during a service window, provided that the Customer is notified of this service window at least five (5) working days in advance.
- 7.3 Under no circumstances does Link take responsibility for faults or problems with the Services or any other breach of the Agreement attributable to:
- The Customer, the Customer's equipment, the End User, the End User's equipment or other circumstances for which Link is not responsible, such as outages or similar experienced by a telecommunications operator, ISP or other public infrastructure used to provide the Services
 - A situation which constitutes force majeure in accordance with point 9.3, or
 - A service window which the Customer was notified about in accordance with point 7.2.

8. Customer services

- 8.1 Link provides support services to the Customer with regard to the Services via customer services which are open during office hours (8.30 - 17 weekdays), excluding public holidays.
- 8.2 The Customer is responsible for reporting faults or problems with the Services to Link's customer services without delay. If the reported fault proves to be caused by circumstances for which Link is not responsible, Link has the right to compensation for time spent on troubleshooting and rectification of the fault.
- 8.3 The Customer is responsible for providing their own customer services for End Users.

9. Limitation of responsibility

- 9.1 Link is under no circumstances responsible for indirect damage such as the loss of data, loss of profit, goodwill damages or third party damage.
- 9.2 Link is responsible for direct damage incurred by the Customer which has arisen as a result of negligence on the part of Link, but only to a maximum amount for the entire term of agreement corresponding to the total amount received by Link from the Customer over a period of twelve (12) months from the time the damages were incurred.
- 9.3 If Link is prevented from fulfilling its obligations in accordance with the Agreement due to circumstances beyond Link's control - including but not limited to fire, lightning strike, flooding, amended or new Legal Requirements, government intervention and faults or delays from the subcontractor's side - this shall constitute grounds for exemption which entail postponement of the time frame for Link's performance and exemption from liability for damages and any other consequences.
- 9.4 The Customer has an obligation to make a written complaint regarding any faults or breaches of the Agreement within one (1) month of the Customer becoming aware of the fault/breach of agreement, and no later than (6) months from the date when the fault/breach of agreement occurred.

10. Intellectual property rights

- 10.1 Via the Agreement, the Customer has a limited, non-transferable and non-exclusive right to use the Services during the term of agreement in accordance with the provisions of the Agreement.
- 10.2 Link reserves the same intellectual property rights to the Services, including all rights to material covered by copyright, patent rights, right to a trademark or other intellectual property rights. Nothing in the Agreement constitutes or shall be interpreted as a transferral of intellectual property rights to the Customer. However, the Customer retains all rights to the Customer Content, which the Customer hereby grants a non-exclusive right for Link to use, to the extent necessary in order to provide the Services.

11. Confidentiality

- 11.1 Each party undertakes not to reveal or disclose details or information to a third party regarding the other party's activities, where such information was shared within the context of the parties' cooperation under the Agreement, without the other party's consent. Confidentiality does not apply to information that a party can prove was received by them by means other than through the Agreement, or information which is public knowledge. Nor does confidentiality apply when a party is obliged by law, applicable stock exchange regulations, order of an authority or judgment to disclose details or information.
- 11.2 Confidentiality in accordance with point 11.1 applies during the Agreement's period of validity and for a period of five (5) years thereafter.

12. Personal information

- 12.1 A separate Data Processor Agreement will be signed between LINK and the customer. See appendix 4.

13. Contact

- 13.1 The parties shall each name a contact person in the Agreement who will be authorised to represent the party in all matters concerning the Services, including the right to order additional or new Services. However, changes to the Agreement always require the signature of an authorised signatory.
- 13.2 Notice of termination or other communication under the Agreement must be in written form, sent by recorded post or e-mail to the contact person and address specified by the respective

party. If a message is sent via e-mail, it is considered received by the intended party once the party's contact person has confirmed receipt.

14. Other

14.1 Rights and/or responsibilities in accordance with the Agreement may not be transferred to a third party without written consent from the opposite party. Link is however entitled to transfer such rights and/or responsibilities to another company in the same group as Link - and to transfer the right to receive payment to a third party - without consent.

14.2 Should any provision of the Agreement or parts thereof be found invalid, this shall not entail the invalidation of the Agreement in its entirety. Instead, reasonable adjustments shall be made to the

Agreement, where the invalidity considerably affects a party's exchange of or performance in accordance with the Agreement.

14.3 Apart from changes to the Terms communicated by Link in accordance with point **Error! Reference source not found.** above, changes and additions to these Terms shall be in writing and signed by both Parties. Such changes/additions to the Terms may only be invoked against a Party provided the latter has approved such changes or additions in writing.

15. Applicable law and dispute resolution

15.1 The Agreement, including its Terms, are subject to Swedish law.

15.2 Any disputes regarding interpretation or application of the Agreement shall be determined by a general court, whereby Stockholm City Court shall be the first instance.