

SAFEY General Terms and Conditions

1 GENERAL

- 1.1 Together with a Subscription Agreement these general conditions ("Conditions") shall apply to all services provided by SAFEY LLC ("SAFEY") in as much as they are not amended by express written agreement between the parties.
- 1.2 **Definitions.** In these Conditions "Customer" shall mean the company or corporation, which subscribes to services provided by SAFEY. "End User" and "Super User" shall mean such employee, agent or other individual that activates or by other means gains access to SAFEY's service by virtue of a Subscription Agreement. "Services" shall mean all services provided by SAFEY to Customers and their End Users and Super Users with regards to SAFEY. "Effective Date" shall mean the day Customer and SAFEY have duly signed a Subscription Agreement. "Agreement" shall mean the Subscription Agreement including the Conditions and any other agreement between the parties regarding the Services. "User" shall mean End User or Super User.
- 1.3 By clicking a box indicating End User's acceptance, by executing a Subscription Agreement or by activating and gaining access to the Services, Customer agrees to the terms of these Conditions.
- 1.4 Customer undertakes to inform Users of this Agreement, about these Conditions, and to keep them informed of any changes therein.

2 EQUIPMENT and USE

- 2.1 Depending on how the Services is accessed by User, he or she will need certain equipment and additional third-party services, such as a phone with carrier subscription. SAFEY undertakes no responsibility for any such equipment or services or for any costs related thereto. Information regarding the requirements for the Services can be found at SAFEY's website: www.safeyglobal.com
- 2.2 The Services is individually activated for each End User.

3 PERSONAL DATA

- 3.1 In the context of the performance of the Services, SAFEY may receive personal data, as defined in article 4.1 of the general data protection regulation (EU 2016/679) (the "GDPR"), processed for purposes determined by the Customer (the "Personal Data"). The Customer is the data controller of the Personal Data in accordance with the personal data protection laws applicable from time to time, as well as any other applicable law, regulation or equivalent ordinance.
- 3.2 SAFEY undertakes to only process the Personal Data in accordance with the terms of the Agreement or other written agreement between the Parties, and only in accordance with the Customer's instructions, [Section 3.20](#), as well as with the from time to time applicable data protection legislation and any other applicable law, regulation or equivalent ordinance. The Customer is responsible for ensuring that SAFEY does not process any other categories of Personal Data than those listed in Section 3.20, and in accordance with the scope stated therein. In case of changes in the documented instructions by the Customer, SAFEY is entitled to reasonable compensation.
- 3.3 In case SAFEY lacks the instructions that the Customer considers necessary to perform the tasks that SAFEY has acquired from the Customer within the scope of the Services, SAFEY shall, without delay, notify the Customer of its position and await such instructions that SAFEY deems necessary.
- 3.4 Access to the Personal Data shall, within SAFEY's organization, be limited to those who require it for the performance of the Services and who are obligated to observe secrecy by agreement or by law. SAFEY shall take appropriate technical and organizational measures to protect the Personal Data. Such measures shall provide a level of security that is appropriate with regard to the available technology and the cost of the measures, taking into account whether there are any specific risks involved with the processing and the level of sensitivity of the Personal Data. Such measures include
 - (a) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - (b) the ability to restore the availability of and access to the Personal Data in a timely manner in the event of a physical or technical incident;
 - (c) the pseudonymisation and encryption of the Personal Data when the processing so requires under the applicable law;
 - (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing, when required under the applicable law;
 - (e) keeping and updating logs of the Personal Data, the maintenance of a secure IT environment, and establishment and maintenance of physical security measures and procedures; and
 - (f) ensuring procedures to immediately notify the Customer of any completed unauthorized access to the data provided by the Customer (including destruction or alteration of the Personal Data).
- 3.5 SAFEY undertakes to, at all times, ensure that relevant personnel complies with this Agreement and the Customers instructions, and to ensure that they are kept informed regarding the from time to time applicable data protection legislation.
- 3.6 SAFEY shall, through suitable technical and organizational measures and to the degree it is possible in relation to the nature of the processing, assist the Customer in order for the Customer to be able to fulfil its obligation to respond to requests from the individual data subjects in accordance with the applicable law or regulation. SAFEY shall also in all other aspects assist the Customer in fulfilling its obligations, taking into account the type of processing and the information available to SAFEY, regarding
 - (a) security in connection to the processing;
 - (b) notification of any personal data breach to the supervisory authority;
 - (c) communication to the data subject of a personal data breach; and
 - (d) data protection impact assessment and prior consultation;to the extent that the obligations in (a)-(d) above are required according to the applicable law or regulation. SAFEY shall be entitled to reasonable compensation for its assistance in accordance with this Section 3.6.

- 3.7 SAFEY undertakes to maintain a written record of the processing of Personal Data including the content stated in article 30.2 of the GDPR. Upon request, the records shall be provided to the Customer.
- 3.8 If, contrary to the GDPR, the Customer does not inform the individual data subject of a personal data breach and the supervisory authority orders SAFEY to rectify the deficiency, the Customer shall compensate the costs of SAFEY to adhere to the order of supervisory authority.
- 3.9 SAFEY has the right to appoint another processor (a so-called sub-processor) for the processing of the Personal Data. SAFEY shall inform the Customer that the SAFEY intends to appoint another or replace a sub-processor at least 10 working days before such an appointment or replacement takes place. SAFEY may notify the Customer of new sub-processors by updating a list available on SAFEY's website. If the Customer objects to the appointment of such sub-processor that the Customer has been informed of according to this Section 3.9 before the appointment, SAFEY cannot appoint the sub-processor for the processing of the Personal Data, provided that the Customer had a justifiable reason for its objection. The term "justifiable reason" as referred to in this Section refers to circumstances on behalf of the sub-processor that, to a considerable degree affects, or likely will affect, the protection of the personal integrity of the individual data subject, for example if the new sub-processor does not fulfil the requirements on personal data processors in the GDPR or any other relevant privacy legislation. If SAFEY engages such sub-processor, SAFEY shall ensure that the data processor by agreement undertakes the same data privacy obligations as arising out of this Agreement. SAFEY is fully responsible towards the Customer for such undertakings of the sub-processor.
- 3.10 Unless otherwise agreed upon in writing between the Parties, SAFEY has the right to transfer personal data outside the EU/EEA. SAFEY undertakes to only transfer or process personal data outside the EU/EEA when such transfer or processing is lawful under article 45-47 of the GDPR.
- 3.11 The Customer has the right to information and the right to audit the performance of SAFEY's obligations under Agreement. SAFEY shall allow and contribute to such audits, including inspections, carried out by the Customer or an auditor engaged by the Customer. If the Customer wishes to carry out an inspection, the Customer shall inform SAFEY of such inspection within reasonable time before the inspection and at the same time specify the content and scope of the inspection. SAFEY has right to compensation of its reasonable costs in relation to such an inspection or other audit. Unless otherwise agreed upon in writing, the inspection can only be performed if an audit according to the GDPR cannot be fulfilled through the provision of information by SAFEY.
- 3.12 An inspection according to Section 3.11 requires that the Customer, or an auditor appointed by the Customer, has agreed upon necessary confidentiality obligations and adheres to the safety regulations on the place of inspection. It also requires that the inspection is performed without the risk of disrupting the business operations of SAFEY or the protection of the information of other controllers and personal data. Information that is gathered as part of an audit, including inspections, shall be deleted after the audit is completed or when it is not necessary for the purpose of the audit.
- 3.13 SAFEY shall immediately inform the Customer if SAFEY believes that an instruction is contrary to applicable law, regulation or equivalent ordinance. SAFEY shall be prepared to comply with decisions made by the Swedish Data Protection Authority on measures to comply with the safety requirements of applicable law.
- 3.14 SAFEY shall without delay notify the Customer regarding any contact with a competent supervisory authority that concerns, or could be of importance for, the Customer's processing of Personal Data. SAFEY does not have the right to represent the Customer or act on its behalf in relation to the supervisory authority.
- 3.15 Upon discontinuation of SAFEY's processing of the Personal Data (e.g. due to the Customer giving instructions that the processing should be discontinued or that the Agreement is terminated in accordance with Section 11 below), SAFEY shall return or anonymize all data containing personal data covered by the Agreement and all media on which such data is stored. SAFEY shall also delete or anonymize existing copies of all such data, e.g. from backup systems, unless SAFEY has a legal obligation to retain the Personal Data under union or member state law.
- 3.16 SAFEY has no right to transfer its rights or obligations under the Agreement, in whole or in part, without the Customer's prior written consent.
- 3.17 If applicable data protection legislation change during the period of the Agreement, or if a competent supervisory authority issues guidelines, decisions or rules regarding the application of the applicable data protection legislation, that results in the Agreement to no longer meet the requirements provided for data processing agreements, the Agreement shall change to accommodate such new or additional requirements and/or changes. Any such change shall enter into force on the day that the Customer states, but not earlier than five days after notice of such change was sent to SAFEY. SAFEY has right to compensation for its reasonable costs incurred by such a change of the Subscription Agreement and these Conditions.
- 3.18 For the period of the Agreement and thereafter, SAFEY undertakes not to disclose the Personal Data to any third party. The Personal Data may only be disclosed to such employees of SAFEY for which the Personal Data is necessary to perform their tasks, to a competent supervisory authority, or otherwise when disclosure of the Personal Data is required by law or any governmental or other regulatory authority, or pursuant to applicable stock exchange rules. It is the responsibility of SAFEY to ensure that employees that are likely to come in contact with the Personal Data have undertaken to keep the Personal Data confidential to the same extent as SAFEY is required under the Agreement.
- 3.19 Customer undertakes to select Super Users and is responsible for that the Super Users accepts and follows the terms in these Conditions. Super Users may only use the Services on order by Customer and for the benefit of Customer and End Users.
- 3.20 Below are the instructions of the Customer, as stated in Section 3.2 of these Conditions. Instructions given at a later date which makes reference to Section 3 and these instructions shall replace the ones provided below.
 - (a) Categories of data subjects: End Users and Super Users.

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- (b) Types of Personal Data: name, telephone number, address, e-mail address, gender, passport number, nationality, job title, manager, department/group, location, imsi, base station information, IP address, considered home country, imsi, base station information, considered home country and travel booking information.
- (c) Processing purposes: processed to create and visualize corporate information and corporate structure. Data is also processed in order to keep track of end user's location in order to fulfill the security service. Anonymized data is processed for statistical purposes and future optimization of the Services.
- (d) Nature of the processing: collecting, storing, viewing, analyzing, anonymization and use.
- (e) Retention period: For ISO users, until the Services have been performed and an additional period of two years. For travelers not using the SAFEY app where SAFEY have received information through travel management companies, retention period is two years. For other users, as long as End User is active, however personal data will not be kept for a period longer than 18 months.
- 4 SERVICES**
- 4.1 During the term of the Agreement SAFEY undertakes to provide Customer with a non-exclusive, non-transferable revocable subscription to let his Users to access and use the Services.
- 4.2 SAFEY shall: (i) provide the Service, (ii) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which SAFEY shall give at least 8 hours notice via the Services and which SAFEY shall schedule to the extent practicable during the weekend hours; or (b) any unavailability caused by circumstances beyond SAFEY reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving SAFEY's employees), Internet service provider failures or delays, or denial of service attacks, and (iii) provide the Services only in accordance with applicable laws and government regulations.
- 4.3 Customer shall (i) be responsible for Users' compliance with these Conditions, (ii) be responsible for the accuracy, quality and legality of its data and of the means by which Customer acquired its data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify SAFEY promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with applicable laws and government regulations. Customer shall not (a) make the Services available to anyone other than Users reported to SAFEY, (b) sell, resell, rent or lease the Services, or (b) attempt to gain unauthorized access to the Services or their related systems or networks.
- 5 FEES AND PAYMENT FOR PURCHASED SERVICES**
- 5.1 *Fees.* Unless otherwise agreed, subscription Fees are annual or per project and subscriptions are based on the selected Services purchased by Customer which includes the maximum number of Users allowed to access and use the Services. Customer shall pay all fees specified in the Subscription Agreement. Except as otherwise specified herein or the Subscription Agreement, (i) subscription fees are based on services purchased and not actual usage, (ii) payment obligations are non-cancellable and fees paid are non-refundable, and (iii) the number of subscriptions purchased cannot be decreased during the relevant subscription term stated in the Subscription Agreement. Subscription fees are based on periods that begin on the subscription start date; therefore, fees for subscriptions added in the middle of an annual or project period will be charged for the remaining subscription term. Customer shall pay SMS fees for added services that use SMS communication initiated or sent by Super User. SMS communication sent by SAFEY without request from Super User is included in the subscription fee.
- 5.2 *Additional User Subscriptions.* Additional User subscriptions may be added during the applicable subscription term at the same pricing as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added. The added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.
- 5.3 *Invoicing and Payment.* Subscription Fees are payable monthly or, if agreed in writing, per project against invoice and in arrears for SMS fees and otherwise in accordance with the relevant Subscription Agreement. Unless otherwise stated in the Subscription Agreement, invoiced charges are due net 10 days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to SAFEY and notifying SAFEY of any changes to such information. All prices are excluding taxes or VAT.
- 5.4 *Suspension of Services.* If any amount owed by Customer under this or any other agreement for SAFEY's services is 30 or more days overdue, SAFEY may, without limiting its other rights and remedies, suspend SAFEY's services to Customer until such amounts are paid in full. SAFEY will give Customer at least 7 days' prior notice that Customer's account is overdue, in accordance with Section 12.2 (Manner of Giving Notice), before suspending services to the Customer.
- 5.5 *Taxes.* Unless otherwise stated, SAFEY's prices and fees do not include taxes or VAT.
- 6 PROPRIETARY RIGHTS**
- 6.1 *Reservation of Rights in Services.* Subject to the limited rights expressly granted hereunder, SAFEY reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to the Customer hereunder other than as expressly set forth herein.
- 6.2 *Restrictions.* Customer shall not (i) permit any third party to access the Services except as permitted herein or in a Subscription Agreement, (ii) create derivative works based on the Services except as authorized herein, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Customer's own intranets or otherwise for Customer's own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.
- 6.3 *Customer's Data.* Subject to the limited rights granted by Customer hereunder, SAFEY acquire no right, title or interest from Customer or Customer's licensors under this Agreement in or to Customer's data, including any intellectual property rights therein.
- 6.4 *Suggestions.* SAFEY shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Users, relating to the operation of the Services.
- 7 CONFIDENTIALITY**
- 7.1 *Definition of Confidential Information.* As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information shall include Customer's data; SAFEY's Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of the Subscription Agreement and the Conditions, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Customer's data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.
- 7.2 *Protection of Confidential Information.* The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement to any third party other than its affiliates and their legal counsel and accountants without the other party's prior written consent.
- 7.3 *Compelled Disclosure.* The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law or any other governmental or other regulatory authority, or any applicable stock exchange rules, to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of complying and providing secure access to such Confidential Information.
- 8 WARRANTIES AND DISCLAIMERS**
- 8.1 *SAFEY Warranties.* SAFEY warrants that (i) SAFEY has validly entered into the Agreement and have the legal power to do so, (ii) the Services shall perform materially in accordance with the descriptions at www.safeyglobal.com, (iii) the functionality of the Services will not be materially decreased during a subscription term, and (iv) SAFEY will not transmit malicious code to User. For any breach of a warranty above, Customer's exclusive remedy shall be as provided in Section 11.2 (Termination for Cause) and Section 11.3 (Refund or Payment upon Termination) below.
- 8.2 *Customer Warranties.* Customer warrants that it has validly entered into this Agreement and have the legal power to do so.
- 8.3 *SAFEY Disclaimer.* Unless otherwise explicitly stated herein, SAFEY disclaims any and all liability for the acts, omissions and conduct of any third parties outside SAFEY's reasonable control in connection with or related to the Services. SAFEY disclaims all any and all liability for the content, advice or accuracy of the content in the warning messages generated within the Services. SAFEY specifically disclaims any and all liability for disruptions or malfunctions in any mobile telecommunication network or operations of mobile networks. SAFEY shall not be liable for any actions that might be taken or not be taken as a result of warning messages, message content or any other information provided by SAFEY. Nor will SAFEY accept any liability regarding any loss of revenue, business, anticipated savings or profits; or for any indirect special or consequential loss damage, cost or other claims, howsoever caused or arising, whether through non-supply or late supply of the Services.
- 9 MUTUAL INDEMNIFICATION**
- 9.1 *Indemnification by SAFEY.* SAFEY shall defend Customer against any claim, demand, suit, or proceeding made or brought against Customer by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a "Claim Against Customer"), and shall indemnify Customer for any damages, attorney fees and costs finally awarded against Customer as a result of, and for amounts paid by Customer under a court- approved settlement of, a Claim Against Customer; provided that Customer (a) promptly give SAFEY written notice of the Claim Against Customer; (b) give SAFEY sole control of the defense and settlement of the Claim Against Customer (provided that SAFEY may not settle any Claim Against

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- Customer unless the settlement unconditionally releases Customer of all liability); and (c) provide to SAFEY all reasonable assistance, at SAFEY's expense. In the event of a Claim Against Customer, or if SAFEY reasonably believe the Services may infringe or misappropriate, SAFEY may in its discretion and at no cost to Customer (i) modify the Services so that they no longer infringe or misappropriate, without breaching SAFEY warranties under "SAFEY Warranties" above, (ii) obtain a license for Customer's continued use of the Services in accordance with this Agreement, or (iii) terminate Customer's user subscriptions for such Services upon 30 days' written notice and refund to Customer any prepaid fees covering the remainder of the term of such user subscriptions after the effective date of termination.
- 9.2 **Indemnification by Customer.** Customer shall defend SAFEY against any claim, demand, suit or proceeding made or brought against SAFEY by a third party alleging that Customer data, or Customer's use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "Claim Against SAFEY"), and shall indemnify SAFEY for any damages, attorney fees and costs finally awarded against SAFEY as a result of, or for any amounts paid by SAFEY under a court-approved settlement of, a Claim Against SAFEY; provided that SAFEY (a) promptly give Customer written notice of the Claim Against SAFEY; (b) give Customer sole control of the defense and settlement of the Claim Against SAFEY (provided that Customer may not settle any Claim Against SAFEY unless the settlement unconditionally releases SAFEY of all liability); and (c) provide to Customer all reasonable assistance, at Customer's expense.
- 9.3 **Exclusive Remedy.** This Section 9 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.
- 10 LIMITATION OF LIABILITY**
- 10.1 **Limitation of Liability.** Neither party's liability with respect of any single incident arising out of or related to the Agreement (whether in contract or tort or any other theory of liability) shall exceed the lesser of \$5,000 or 25 % of the amount paid by Customer to SAFEY in the 12 months preceding the incident, provided that in no event shall either party's aggregate liability arising out of or related to the Agreement (whether in contract or tort or any other theory of liability) shall exceed the total amounts paid to SAFEY hereunder. The foregoing shall not limit Customer's obligation to pay agreed fees for the Services.
- 10.2 **Exclusion of Consequential and Related Damages.** In no event shall either party have any liability to the other party for any lost profits or revenues or for any indirect, special, incidental, consequential, cover or punitive damages, however caused (whether in contract or tort or any other theory of liability) and whether or not the party has been advised of the possibility of such damages. The foregoing disclaimer shall not apply to the extent prohibited by law.
- 10.3 **Personal Data.** As responsible for the treatment of the personal data, the Customer is liable for damages towards its Users and other individuals whose personal data have been registered if the personal data is not treated according to the GDPR. If SAFEY, in its assistant treatment of the personal data, purposely, or through negligence causes the Customer to be liable for damages towards its registered employees and other individuals, the following applies; SAFEY shall only be liable for the damage SAFEY causes the Customer purposely or through negligence when fulfilling its duties under this Agreement. If SAFEY is liable, the Customer is responsible for minimizing the damage. SAFEY liability for damages under this Agreement shall in no event exceed 25 % of the fees SAFEY has received from the Customer the year before the incident that gives rise to the claim.
- 11 TERM and TERMINATION**
- 11.1 **Term of Agreement.** Unless otherwise agreed, this Agreement commences on the Subscription Start Date. Annual subscriptions continues for an initial period of twelve (12) months and shall be renewed automatically for twelve (12) months on each anniversary of the Subscription Start Date (the initial period and each such successive twelve (12) month period) unless this Agreement is terminated; (a) by either party giving at least three (3) months written notice to the other party, such notice to expire at the end of the then-current twelve (12) month period; or (b) by SAFEY giving at least three (3) months written notice in the event that it is to cease providing the Services. The price during any such renewal term shall be the same as that during the prior term unless SAFEY has given Customer written notice of a pricing increase at least three (3) months before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter. Projects subscriptions are automatically terminated at the end of the period.
- 11.2 **Termination for Cause.** A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- 11.3 **Refund or Payment upon Termination.** Upon any termination for cause by Customer, SAFEY shall refund Customer any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by SAFEY, Customer shall pay any unpaid fees covering the remainder of the term of all subscribed Service Packages after the effective date of termination. In no event shall any termination relieve Customer of the obligation to pay any fees payable to SAFEY for the period prior to the effective date of termination.
- 11.4 **Surviving Provisions.** Section 5 (Fees and Payment for Purchased Services), 6 (Proprietary Rights), 7 (Confidentiality), 8 (Warranties and Disclaimers), 9 (Mutual Indemnification), 10 (Limitation of Liability), 11.3 (Refund or Payment upon Termination), and 12 (General) shall survive any termination or expiration of this Agreement.
- 12 GENERAL**
- 12.1 **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with United States law. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by King County, Washington, USA as the first court of instance.
- 12.2 **Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Billing-related notices to Customer shall be addressed to the relevant billing contact designated by Customer. All other notices to Customer shall be addressed to the address in the Subscription Agreement or such other address notified to SAFEY in writing.
- 12.3 **Waiver.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.
- 12.4 **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.
- 12.5 **Assignment.** Neither party may assign 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).
- 12.6 **Entire Agreement.** This Agreement, including the Subscription Agreement and all exhibits and addenda hereto, sets out the entire understanding between the parties and merges all prior discussions and agreements between them. The parties will not be bound by any conditions, definitions, warranties or representations in respect of the subject matter of this Agreement other than those contained in the Agreement, and that to the extent permitted by law, all express or implied warranties, representations, statements, terms and conditions relating to this Agreement, which could otherwise be relied upon by either party are excluded, unless expressly stated in this Agreement.
- 12.7 **Industry change.** In the event of any change in legislation or industry practice, or the content generally available within the Services, that directly or indirectly affects (i) the operation of this Agreement or the Services which is material to SAFEY'S performing its obligations, including its obligations to Customer; or (ii) the benefits of this Agreement accruing to SAFEY; SAFEY reserves right to change these Conditions. It is Customer's responsibility to ensure that he carefully read this Agreement and keep himself updated to any changes therein. The latest valid version of the Conditions is available at SAFEY'S website www.safeyglobal.com. Any revision to this Agreement will take effect immediately upon being posted on the Website.