

Appendix 2 General Terms & Conditions

Date	Issue
2020-03-31	1.1

 Approved by
Anders Wendel, Head of Navelink

 Classification
Consortium Unclassified Released Public
1. DEFINITIONS

1.1 For the purpose of these Navelink General Terms and Conditions for Services ("GTC"), the following expressions shall have the meaning hereby assigned to them unless the context would obviously require otherwise.

Actual Start Date	shall mean the date on which the Service is available to the Customer.	Confidential Information	shall mean this Agreement and all information (regardless of form) received from the other Party in connection with the Agreement, including but not limited to technical, commercial and organizational information or other information or data of a proprietary or confidential nature and identified as such by an appropriate legend or marking.
Agreed Start Date	shall mean the date on which the Service shall be available to Customer in accordance with the Agreement.	Customer	shall mean a legal entity who has entered into an agreement with Combitech AB (authorized by the consortium Navelink).
Agreed Use	shall mean the expressly permitted use of the Service by the Customer as set out in the Agreement, including any limitations.	Customer's Data	shall mean data or other information submitted or processed by or for the Customer in relation to the Service.
Agreement	shall mean this agreement including its Appendices.	Customer Software	shall mean the software owned by Customer or which Customer is entitled to use in accordance with an agreement with Third Party, and which is used together with the Service.
Application	shall mean software that provides function(s).	Documentation	shall mean the documentation, whether in paper or electronic format and
Business Day	shall mean any working day (Monday to Friday) except Saturday, Sunday or public holidays or holiday declared by appropriate governmental agencies where the Service is provided.		
Changes	shall mean agreed changes to the Services in accordance with Section 6.		
Combitech	shall mean the legal entity Combitech AB		

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	included in the deliverables as specified in the Agreement.		that describes and defines the manner in which the Service is provided, roles, practice standard e t c.
Fault	shall mean a deviation from functions in the Service provided by Navelink to Customer under the Specification, i.e. not deviations from functions provided by Customer and conveyed by Navelink's Service.	Intellectual Property Rights	shall mean all current and future patents and other patent rights, models, copyrights or other rights associated with works of authorship including but not limited to work rights, rights in software, database rights, design rights, know-how, trade secrets, trademarks, trade names, domain names, rights in goodwill or to sue for passing off, service marks and all other intellectual property rights worldwide, including but not limited to all applications, renewals, extensions, continuations, divisions, or reissues thereof.
GTC	shall mean these General Terms and Conditions for Infrastructure as a Service.		
IaaS	shall mean the provision of infrastructure as a service.		
Identity	shall mean an individual login, i.e. account. The subject for an account may be an organization, a user role, a vessel, a device or a service identity.	MDI	shall mean Maritime Digital Infrastructure.
Incident support	shall mean support with incidents which completely or partly disables the functionality of Navelink's Service, but have a material effect on Navelink's Service under the Agreement.	MIR	shall mean Maritime Identity Registry.
		MSR	shall mean Maritime Service Registry.
		Navelink	shall mean the consortium Navelink as specified in the Agreement.
Instruction	shall mean a document, such as enrolment level specification, user guide, process user guide, documents	Ordinary office hours	shall mean Business Days 08:00 – 16:30, CET.



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Response time	shall mean the length of time between when an incident was notified and when Navelink support function begins troubleshooting.	Third Party	package, or part thereof, in binary or object code form. shall mean any person or legal entity except for Navelink and Customer.
Resolution time	shall mean anticipated time from notification of an incident until the incident has been acted upon with action taken or a plan for action is taken.	Third Party Product	shall mean Software or that a) to which the copyright clearly belongs to a company other than Navelink and nothing else follows from the Agreement, or b) is specified as Third Party Product in the Agreement.
Section	shall mean any Section or sub-Section of the GTC as the context requires.	Update	shall mean an update of a version of the objects included in the Service. An update is identified by a subhead-number.
Service	shall mean each service that Navelink offers to make available to Customer over a public electronic communications network and any subsequent changes thereof.	User	shall mean a user within Customer's organization who is authorized by Navelink or Customer to use the Services.
Service End Point	shall mean the point where Navelink connects the Service to a public electronic communications network.	Version	shall mean an upgrade of a version of the objects included in the Service. An upgrade is identified by a head-number.
Specification	shall mean a specification of the content of the Service contained in the Agreement or on the domain address specified in the Agreement and subsequent changes thereof.	24/7	shall mean twenty four (24) hours seven (7) days a week regardless of holidays.
Software	shall mean any computer program, software module or	2. SCOPE OF AGREEMENT 2.1 The Agreement shall apply between Navelink and Customer unless otherwise expressly agreed in writing. 3. NAVELINK'S UNDERTAKING	

Navelink

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- 3.1 From the Agreed Start Date Navelink shall provide the Service to Customer at the Service End Point in accordance with the terms and conditions of the Agreement. The contents of the Service are set out in the Specification.
- 3.2 Navelink shall perform its obligations in a professional manner. Unless otherwise follows from the Specification, the Service shall be performed in accordance with the methods and standards normally applied by Navelink for this type of Service.
- 3.3 Navelink may engage a subcontractor to perform the Service and other obligations under the Agreement. Navelink is liable for a subcontractor's work as if Navelink itself had performed it.
- 3.4 Unless otherwise follows from the Agreement, Navelink may, while observing the provisions on personal data in Section 14, provide the Service, in whole or in part, from another country, provided that Navelink otherwise fulfils the terms and conditions of the Agreement.
- 4. CUSTOMER'S UNDERTAKING
 - 4.1 In order for Navelink to be able to perform its obligations under the Agreement, Customer is responsible for the following:
 - 4.1.1 Customer is responsible for valid and correct information given during organization enrolment, any renewal and during the term of the Agreement;
 - 4.1.2 Customer is responsible for the communication between Customer and the Service End Point. It is also the Customer's responsibility that it has equipment and Software that Navelink, has stated is required to use the Service, or which otherwise is clearly required for such use;
 - 4.1.3 Customer is responsible for faults and defects in Customer's Software, Applications and any other item provided by Customer in Navelink's Service;
 - 4.1.4 Unless otherwise follows from the Agreement and to the extent Customer handle, store or process Customer's Data, the Customer is responsible for the backup of such Customer's Data;
 - 4.1.5 Customer shall ensure that (i) Customer's Data are free from viruses, Trojans, worms or other malicious software or code; (ii) Customer's Data are in the agreed format; and (iii) Customer's Data otherwise cannot damage or interfere with the Service;
 - 4.1.6 Customer shall ensure that login information, security methods and other information provided by Navelink for access to the Service are handled confidentially in accordance with Section 16. Customer shall notify Navelink immediately in the event of the unauthorized access to information in accordance with this Section;
 - 4.1.7 Customer shall notify Navelink immediately upon discovery of any unauthorized use or any infringements that might affect the Service.
- 5. STARTUP OF THE SERVICE
 - 5.1 It is Navelink's responsibility that the Service is available to Customer from and including the Agreed Start Date. Navelink shall provide the instructions that are necessary for the Customer to start using the Service. The Service shall be deemed available when Customer can start using the Service from the Service End Point.
- 6. CHANGES TO THE SERVICE
 - 6.1 Navelink may make changes to the Service or the method of providing it without prior notification to the Customer. In case of changes, which evidently may cause Customer more than minor insignificance, such change shall be implemented thirty (30) days after notifying Customer to this effect, unless such change need to be implemented immediately in order to avoid damage to the Services or for security reasons.
- 7. CUSTOMER'S USE OF THE SERVICE
 - 7.1 Unless the Parties have agreed otherwise, the Customer is granted a non-exclusive, worldwide, non-assignable and non-transferable right to use the Service by agreed enrolment level and number of identities. The Customer may allow contractors to use the Service on its behalf.

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- 7.2 Customer may not copy, reproduce, modify, translate, decompile or reverse engineer the Service or any Software that is included in the Service and may only grant access to the Service to its employees and contractors who are authorized users. The Customer is responsible for the use of the Service by such persons.
- 7.3 Customer is obliged to follow any written Instructions from Navelink for the use of the Service. Navelink may, after the conclusion of the Agreement, change Instructions provided in accordance with Section 6.
- 7.4 If Navelink has stated in the Agreement, that Navelink's good practice standards apply to the use of the Service, these standards shall be made available to the Customer on the website or another place specified in the Specification. In such event, Customer shall comply with Navelink's good practice standards when using the Service. Navelink may, after the conclusion of the Agreement, change the applicable standards in accordance with Section 6.
8. **SPECIFIC PROVISIONS RELATING TO THE IAAS SERVICE**
- 8.1 The Service may contain third party code licensed to Navelink under separate agreements, identified as Third Party Products in Appendix 1, Service Specification. Customer may not sublicense any Third Party Products included in the Service.
- 8.2 The Service or parts of the Service may contain open source code licensed to Navelink under separate agreements, identified as Third Party Products in Appendix 1, Service Specification. Customer may not sublicense any open source code included in the Service.
9. **RESTRICTED ACCESS TO THE SERVICE**
- 9.1 Customer's end users may not input content into the Service provided by Navelink to Customer.
- 9.2 If the provision of the Services results in a risk of more than insignificant damage to Navelink or another customer of the Service, Navelink may block or restrict access to the Service. In connection with this, Navelink may not adopt more far-reaching measures than is justified in the circumstances. Customer shall be informed as soon as possible if access to the Service is restricted.
- 9.3 Navelink may carry out planned measures that affect the availability of the Services if required for technical, maintenance, operational or safety reasons. Navelink shall perform such measures promptly and in a manner that limits the disruption. Navelink undertakes to notify Customer within a reasonable time before such action.
- 9.4 Navelink is entitled to prevent Users from continuing to use the Service if the Users are in breach of applicable legislation or Navelink's instructions and standards referred to in Section 7.3 and 7.4. If Navelink exercises this right, Navelink shall notify Customer.
10. **CONTACT PERSONS**
- 10.1 Each Party shall designate contact person who shall be responsible for the cooperation in regard to the Agreement. Each Party shall notify the other Party of the designated contact person and any changes thereof. The contact persons are entitled to represent the principal in commercial and technical matters concerning implementation of the Service.
11. **REMUNERATION, FEES AND TERMS OF PAYMENT**
- 11.1 Fees
- 11.1.1 In consideration of Navelink's performance of the Service, Customer shall pay, from the Actual Start Date, the remuneration specified in the Agreement. For scale up and down, Customer shall pay in accordance with Navelink's from time to time applicable price list from the month the change is introduced.
- 11.1.2 The remuneration is exclusive of VAT and other additional taxes and charges relating to the Service that were fixed after the Agreement was entered into.
- 11.1.3 Unless otherwise follows from the Agreement the fees shall be invoiced monthly in arrears.
- 11.1.4 Payment shall be made within thirty (30) days of the date the invoice was issued.
- 11.2 Price adjustment

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- 11.2.1 Navelink may adjust the fees twice a year.
- 11.2.2 In March, as from start of a new calendar year, Navelink may adjust all fees in accordance with the changes in the Statistics Sweden's index: Labour Cost Index, non-manual workers, private sector (LCI non-man) preliminary index by Swedish industrial classification SNI 2007 code 25-30+33 engineering industry, starting January after the effective date of the Agreement on the basis of the quarter to which the latest is published by the government agency Statistics Sweden (base year 2008).
- 11.2.3 In September, as from start of 1 September, Navelink may adjust the fees due to changes of the Service.
- 11.3 Other remuneration
 - 11.3.1 In the event that Navelink incurs extra work or additional cost due to circumstances for which Customer is responsible, Customer shall remunerate Navelink for such extra work and additional costs in accordance with Navelink's current price list.
- 11.4 Delay in payment
 - 11.4.1 In the event of a delay in payment, default interest and other compensation shall be paid in accordance with law. If the Customer's payment is delayed and Navelink has requested Customer in writing to pay the amount due, Navelink may thirty (30) days after a written request to Customer with reference to this Section, withhold further provision of the Service until Customer has paid all amounts due and outstanding.
- 12. CUSTOMER'S DATA
 - 12.1 In the relationship between Customer and Navelink, Customer is the holder of all rights pertaining to Customer's Data.
 - 12.2 Customer is liable for, and shall indemnify and hold Navelink harmless from and against, any infringement by Customer's
 - Data of any Third Party right or any other non-compliance with applicable law.
- 13. LOGS
 - 13.1 If Navelink keeps a log of the use of the Service, Navelink may only, unless the Parties have agreed otherwise, use the data from the log as necessary to perform Services, to clarify misuse or analyses infringements as well as to provide information to public authorities or for statistical purposes. If data from logs are used for statistical purposes, the data shall not contain Customer's Data or information to which a confidentiality obligation applies, so that Customer or a person can be identified and such statistical analyses shall not create personal data. Navelink shall allow Customer access to the data registered by Navelink regarding the use of the Service pursuant to this Section.
- 14. PERSONAL DATA
 - 14.1 If and to the extent Navelink is processing Customer's commercial or business contact details of Customer's employees and contractors in the course of carrying out this Agreement and provide Services, the personal data shall only be processed to the limited extent required to administrate the business relation between Navelink and Customer as long as Customer is a contractual party to Navelink, and as long as requirements of storage according to law apply. Where consent by the individuals is required for such processing Customer shall obtain such consent.
 - 14.2 When Customer is authorized to include data in the IaaS according to current enrolment level specification Navelink's Data Protection Agreement including exhibit shall apply. The Customer is the data controller and Navelink is the data processor. As data controller it is the Customer's responsibility that personal data is processed in accordance with applicable legislation, hence Customer grant that there is a legal ground for processing the personal data during the term of the Agreement.
- 15. INTELLECTUAL PROPERTY RIGHTS
 - 15.1 Navelink and its suppliers hold all rights, including Intellectual Property Rights, to the Service and the belonging Documentation.
 - 15.2 Third Party rights shall remain vested in the holder of such rights. The Service may include Third Party Products that are



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subject to third parties' license conditions. Customer agrees to comply with such Third Parties' license conditions.

15.3 In the case the Service is held to infringe or Navelink reasonable believes the Service will held to infringe a Third Party's intellectual property rights, Navelink is entitled to replace the Service with a non-infringing item, modify the Service so it becomes non-infringing, or if none of the foregoing is practicable in the reasonable judgement of Navelink, Navelink will terminate the Agreement. This Section 15.3 sets out Navelink's complete liability and the Customer's sole remedies for infringements of any Third Party Intellectual Property Rights.

16. CONFIDENTIALITY

16.1 Unless otherwise agreed in writing all disclosure of information, such as orally, visually or written information under this Agreement will be deemed to be confidential and proprietary. The Parties shall consequently not be entitled to disclose any such information except for when it is permitted under the Agreement. Non-confidential information shall constitute an exception and is specifically regulated below.

16.2 Nothing contained in this confidentiality Section shall be deemed to grant any license or any Intellectual Property Right.

16.3 Except as provided below in this Section, the receiving Party of confidential information agrees to treat the information in the same strict confidence as it treats its own confidential information or else not less than with reasonable care.

16.4 A Party who receives confidential information from the other Party shall divulge, directly or indirectly, such information to any other person, firm, corporation, association or entity, for any purposes whatsoever. The receiving Party shall not make use of or copy such confidential information except for the purpose of the Agreement. The received confidential information may be disclosed to such of the employees, consultants and subcontractors of the receiving Party on a need to know basis for the same purpose for which it was disclosed, provided that the employees, consultants and subcontractors are bound by secrecy obligations equal to this Section or more restricted.

16.5 Notwithstanding any other regulation in this Agreement, Customer hereby consents to the disclosure of such information in relation to this Agreement as may be necessary for Navelink to assign any receivables to any financial institution or other third Party but not by way of public offering document.

16.6 Non-confidential information shall mean information which is specifically designated as non-confidential at the time of disclosure or by nature obviously is non-confidential or non-proprietary.

16.7 A receiving Party can freely use, have used and disclose non-confidential information to its own employees or Third Party.

16.8 The obligation of confidentiality set out in this Section 16 shall survive the termination or expiration of this Agreement for a period of five (5) years.

16.9 The general commitment to not disclose any confidential and proprietary information shall impose no obligation upon either Party with respect to any part of such information that:

- a) was known to the receiving Party prior to its receipt from the disclosing Party;
- b) is now or which (through no act of failure of the receiving Party) becomes generally known;
- c) is disclosed by the disclosing Party to a Third Party generally, without restrictions on disclosure; or
- d) is proven to be independently developed by the receiving Party without use of any confidential information provided by the disclosing Party.

17. LIABILITY FOR THE SERVICE

17.1 In the event of a Fault in the Service, Navelink shall, if possible, remedy the Fault with the urgency required by the circumstances. Navelink exclusively decides how to rectify a Fault in the Service.

17.2 Customer shall notify Navelink within a reasonable time after discovering the Fault, and state and, if necessary, demonstrate how the Fault presents itself.

17.3 Unless otherwise follows from the Agreement, Navelink's liability for Faults or non-performance of service levels does not include faults or defects caused by the circumstances set out below:



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- a) circumstances for which Customer is responsible under the Agreement;
 - b) circumstances beyond Navelink's area of responsibility for the Service;
 - c) a virus or other security interference, provided Navelink has implemented security measures in accordance with agreed requirements, or in the absence of such requirements, in accordance with professional standards.
- 17.4 Navelink is only liable, in the event of non-compliance with agreed Service, for remedy of the Service if the Customer has notified Navelink in writing to this effect no later than 90 days after the Customer became aware, or should have become aware, of the grounds for the claim under this Section.
- 17.5 The remedies in this Section shall be the exclusive remedies available to Customer for Faults and consequences thereof and Navelink hereby DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF FITNESS OR MERCHANTABILITY FOR A PARTICULAR PURPOSE OR WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICES. Other than as stated, Customer is not entitled to any service credits, refunds or indemnities due to non-compliance of agreed Service.
18. LIMITATION OF LIABILITY
- 18.1 If a Party is prevented from fulfilling its obligations under the Agreement due to a circumstance beyond the Party's control, including but not limited to lightning strike, labour dispute, fire, natural disaster, epidemics, pandemics, quarantines, change in regulations, governmental actions and/or failure or delay in services provided by a subcontractor due to a circumstance stated herein, then this shall constitute a ground for release resulting in an extension of the deadline for performance and release from damages and other remedies. If the performance of the Service in substantial respects is prevented for a period exceeding two (2) months due to a circumstance herein, either Party shall have the right to terminate the Agreement in writing, without incurring any liability for compensation. When terminating the Agreement in accordance with this Section, Section 21 (Winding up of the Service) shall apply.
- 18.2 Neither Party will be liable to the other Party for any indirect, incidental, special, consequential or punitive damages, including but not limited to loss of profits, loss of data, loss of anticipated saving and interruption of business, even if such Party has been advised of the possibility of such loss.
- 18.3 Navelink shall not be held liable to and shall not accept any liability, obligation or responsibility whatsoever for any loss or damage arising from Customers use of the Service.
- 18.4 In no event shall Navelink's total liability hereunder exceed twenty-five (25) per cent of the annual fee for the Service in question, provided however that Navelink's aggregate liability for any and all incidents during the term of the Agreement and thereafter shall not exceed such part of the fee as has been actually paid by the Customer to Navelink.
- 18.5 A Party does not have the right to make a claim for damages, unless such claim is made within undue delay after the time it became aware of the circumstances giving rise to the claim or the time when it ought reasonable to have become aware, and under no circumstances later than six (6) months from the time the damage occurred.
19. TERM OF AGREEMENT
- 19.1 This Agreement becomes effective upon signature of the Parties. The term of the Agreement, additional term and notice period is specified in the Agreement. The Agreement expires at the calendar month end following the expiry of the notice period. Termination of the Agreement shall be made in writing.
20. PREMATURE TERMINATION
- 20.1 Either Party may terminate the Agreement:
- a) if the other Party commits a significant breach of its obligations under the Agreement and does not remedy such breach within thirty (30) days of a written notice that is addressed to the Party in default and contains a reference to this Section; or
 - b) if the other Party enters into bankruptcy, initiates composition negotiations, is subject to a business reorganization, enters into liquidation



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- or can otherwise be assumed to have become insolvent.
- 20.2 Navelink may terminate the Agreement in case the Customer terminates the Terms on Processing of Personal Data in Appendix 3, if applicable. Customer's termination of the Terms on Processing of Personal Data other than in accordance with Section 20.1 above, will be deemed as a material breach of the Agreement by the Customer.
- 20.3 The terminating Party may terminate the Agreement with effect from a certain date, which must not be later than three (3) months after the notice of termination. Termination shall only be valid if made in writing.
- 20.4 The following Sections shall survive any termination of this Agreement: Section 15 (Intellectual Property Rights), Section 16 (Confidentiality), Section 18 (Limitation of Liability) and Section 26 (Governing law, Disputes).
- 21. WINDING UP OF THE SERVICE
 - 21.1 Upon termination of the Agreement, a copy of Customer's Data shall, on a request from the Customer that shall be made at the latest sixty (60) days from the termination of the Agreement, promptly be returned to the Customer or to a person designated by the Customer, and any parts which exist electronically shall, if the Customer so wishes and to the extent reasonable, be submitted in electronic form in accordance with the Customer's instructions. After expiry of such sixty (60) day period, and unless otherwise is required by law, Navelink may destroy such Customer's Data at Navelink's premises, or in a different manner make it inaccessible to the Customer.
 - 21.2 After expiry of the Agreement, Navelink shall not process personal data contained in the Customer's Data for any purpose other than to delete or anonymize Customer's Data.
- 22. ASSIGNMENT
 - 22.1 Customer shall not assign or transfer all or any rights or obligations under this Agreement without Navelink's prior written consent.
 - 22.2 Navelink is entitled to assign its rights or obligations to (i) receive payment in relation to trade receivables under the Agreement; or (ii) to a Third Party authorized and acting

- on behalf of the consortium Navelink subject to Customer's prior written consent, which may not be unreasonable delayed or withheld.
- 23. AMENDMENT OF THE AGREEMENT
 - 23.1 Navelink may change the terms of the Agreement by providing Customer at least one (1) month's written notice. The changes are not retroactive but apply as of the effective date Navelink specifies in the notice, only to new enrolment or renewals (additional term).
 - 23.2 Except as provided above no addition or modification of this Agreement shall be effective or binding on either of the Parties unless agreed in writing and executed by the respective duly authorized representatives of each of the Parties.
- 24. EXPORT, PERMITS AND APPROVALS
 - 24.1 The Parties shall make their best commercial efforts to obtain necessary permits, approvals, licenses, visas etc. as may be required to fulfil this Agreement and shall also actively assist each other in a timely manner to obtain what is enacted in this Section. Navelink shall apply for the necessary export control licenses, but the Parties acknowledge that the issuance of export control licenses is at the sole discretion of the relevant government authorities. If any export control license is delayed, denied or revoked, Navelink shall notify Customer thereof in writing without delay. In case of delay of approval of export license(s), Navelink shall be entitled to a reasonable extension of the time of delivery. In case of denied or revoked approval of license(s) Section 18.1 (Force Majeure) applies.
- 25. NOTICES
 - 25.1 All notices required by this Agreement shall be made in the English language and deemed to be valid and effective if sent by courier, prepaid registered post or e-mail to the other Party's contact person at the address specified by such Party. The other Party shall be deemed to have received such notice:
 - a) at the time of delivery, if delivered by courier;
 - b) five (5) days after dispatch, if sent by prepaid registered post;
 - c) on the next working day in place to which the e-mail arrived at the



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recipient's electronic address, if sent by e-mail.

25.2 Either Party may change its address by a written notice as soon as possible to the other Party in the manner set forth above. The Party changing its address runs the risk until the other Party has received the notice.

26. GOVERNING LAW AND DISPUTES

26.1 This Agreement shall be governed by and construed in accordance with the substantive laws of Sweden, without regard to its conflict of law principles providing for the application of the laws of any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

26.2 All disputes arising out of or relating to this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce, in Stockholm, Sweden by three (3) arbitrators appointed in accordance with the said rules. The proceedings shall be conducted in the English language.

26.3 The Parties undertake and agree that all arbitral proceedings conducted under this Section 26 (Governing law and Disputes) shall be kept confidential, and all information, documentation, materials in whatever form disclosed in the course of such arbitral proceeding shall be used solely for the purpose of those proceedings.

26.4 The Parties shall not without compelling reason reveal:

- a) the contents of this Agreement or any arbitration award related to this Agreement; or
- b) any information regarding negotiations or arbitration or mediation proceedings related to the Agreement.

