



# GENERAL TERMS AND CONDITIONS FOR SINCH SERVICES (“GTC”)

## 1. DEFINITIONS

Capitalized terms are defined in the Glossary at the end of this document.

## 2. SUPPLY OF SERVICE AND RESTRICTIONS

### 2.1 Supply of Service.

Subject to the terms of the Agreement, SINCH will make the Service available to Customer.

### 2.2 Grant of Rights.

SINCH grants to Customer a non-exclusive and non-transferable right to use the Service and Documentation as permitted under the Agreement solely for the Customer’s internal business operations.

### 2.3 Acceptable Use Policy.

With respect to the Service, Customer shall not:

- (a) except to the extent such rights cannot be validly waived by law, disassemble, decompile, reverse-engineer, copy, translate or make derivative works,
- (b) market, rent, sell, lease or use for non-civilian purposes,
- (c) transmit any content or data that is unlawful or infringes any intellectual property rights, or
- (d) circumvent or endanger its operation or security.

### 2.4 Monitoring.

SINCH may, but is under no obligation to, monitor use of the Service (only to the extent allowed by applicable law):

- (a) to comply with applicable law, regulation, or other governmental request or order including disclosing Customer Data in accordance with such law, regulation, request or order;
- (b) to verify Customer’s compliance with the Agreement;
- (c) to protect the integrity of its systems and networks and those of its suppliers;
- (d) as necessary to provide and support the Service; or
- (e) as otherwise approved or requested by Customer.

### 2.5 Compliance.

Customer shall promptly provide any information as SINCH may request relating to Customer Data or Customer’s use of the Service:

- (a) to determine Customer’s compliance with the Agreement, and
- (b) in response to any request made by any regulatory or governmental, legal or statutory body.

### 2.6 Operating Instructions.

Customer shall comply, and use the Service in accordance, with the operating guidelines and policies as SINCH may provide to Customer from time to time or as otherwise set out in the Agreement.

### 2.7 Suspension of Service.

SINCH may suspend use of the Service:

- (a) as necessary to comply with applicable law or regulation;
- (b) to perform maintenance (whether planned or emergency) or repair to the SINCH Network;
- (c) if the use poses a threat to the integrity or continued operation of the SINCH Network or any part of it;



- (d) if the use is in breach of the Agreement or otherwise exposes SINCH to legal liability;
- (e) in SINCH's sole discretion, if not doing so would have a material harm on the Services or SINCH's provision thereof, provided Sinch will limit the suspension in time and scope as reasonably possible under the circumstances; or
- (f) if SINCH is unable to provide the Service due to a termination or alteration of SINCH's relationship with any third party or the termination or suspension of any license or authorization necessary to provide the Service.

SINCH will promptly notify (email permitted) Customer of the suspension. SINCH will resume the Service once the cause of the suspension has been remedied, provided that if a suspension is due to Customer's actions or inactions, SINCH will resume the Service once Customer has remedied the cause of the suspension and Customer will pay any applicable reconnection charge or, if no charge is specified, Customer shall reimburse SINCH for all reasonable costs and expenses incurred by SINCH in resuming the Service and further provided that SINCH may terminate the Agreement if Customer does not remedy the cause of the suspension within thirty (30) days.

### **2.8 Third Party Web Services.**

The Service may include integrations with web services made available by third parties (other than SINCH or its Affiliates) that are accessed through the Service and subject to terms and conditions with those third parties. These third party web services are not part of the Service and the Agreement does not apply to them.

### **2.9 Mobile Access to Service.**

Customer may access certain Services through mobile applications obtained from third-party websites such as Android or Apple app store. The use of mobile applications may be governed by the terms and conditions presented upon download/access to the mobile application and not by the terms of the Agreement.

### **2.10 Anti-Fraud.**

SINCH adopts measures to identify and prevent fraud and illegal practices during the use of the Service, including, without limitation, the verification of links inserted by the Customer during the use of the Service.

## **3. SINCH RESPONSIBILITIES**

### **3.1 Provisioning.**

SINCH provides access to the Service as described in the Agreement.

### **3.2 Support.**

SINCH provides support for the Service as referenced in the Order Form.

### **3.3 Modifications.**

- (a) The Service and SINCH Policies may be modified by SINCH. SINCH will inform Customer of modifications by email, the support portal, release notes, Documentation or the Service. The information will be delivered by email if the modification is not solely an enhancement. Modifications may include optional new features for the Service, which Customer may use subject to the then- current Supplement and Documentation.
- (b) If Customer establishes that a modification by SINCH causes a materially adverse impact on Customer's use of the Service and is not reasonably acceptable to Customer for legitimate business reasons, Customer may terminate its access to the affected Service by providing written notice to SINCH within thirty (30) days of such modification.

### **3.4 Excluded Events.**

Notwithstanding any provision to the contrary in the Agreement, SINCH shall not be liable for any failure to perform or any delay in performing an obligation under the Agreement if such failure or delay arises as a result of or in connection with the occurrence of an Excluded Event.

### **3.5 Analyses.**

SINCH or its Affiliates may use anonymous information relating to use of the Service to prepare analyses. Analyses do not contain Customer's Confidential Information. Examples of analyses include: optimising resources and support; research and development; verification of security and data integrity; and internal demand planning.



## 4. CUSTOMER RESPONSIBILITIES AND CUSTOMER DATA

### 4.1 Customer Obligations.

Customer shall:

- (a) comply with all laws and regulations applicable to it in connection with the Customer Data and Customer's use of the Service, including but not limited to export control laws and regulations, economic, trade and financial sanctions laws, regulations, embargoes, restricted state lists or restrictive measures administered.
- (b) continue to obtain all necessary permits, consents, rights, authorisations, or certifications for its use of the Service, including, but not limited to, any Customer Data transmitted as part of that use; and
- (c) immediately comply with such directions and/or orders as may be issued from time to time by a governmental or regulatory authority in relation to the Customer Data or its use of the Service and shall fully cooperate with SINCH's request for assistance in conforming the Service to any new requirements or determinations.

### 4.2 Customer Data.

Customer is solely responsible for all Customer Data. Customer (i) grants to Sinch (including its Affiliates and subcontractors) a nonexclusive, worldwide right to process Customer Data to provide and support the Services and (ii) acknowledges that neither SINCH, its Affiliates, nor their respective suppliers exercise any control over Customer Data, and act as a mere or passive conduit in transmitting and handling Customer Data.

### 4.3 Personal Data.

Customer will collect and maintain all Personal Data necessary to utilise the Service, and all required consents associated with such Personal Data, in compliance with applicable Data Protection Laws.

### 4.4 Co-operation

The Customer shall reasonably co-operate with SINCH in SINCH's supply and support of a Service, including any diagnostic or other maintenance or upgrade activities.

### 4.5 Security.

Customer will maintain reasonable security standards to protect the SINCH Network from unauthorised access, including, but not limited to, protecting Customer's passwords from being disclosed to or accessed by third parties. Customer shall immediately inform SINCH if the Customer becomes aware of any possible or actual unauthorised use, misuse or access of the Service.

### 4.6 Disaster Recovery.

Customer is solely responsible for all disaster recovery, business continuity and back up arrangements in respect of its own equipment and all of its Customer Data.

**4.7. Test Account.** Sinch may make an account available to the Customer for the purposes of testing of certain Services (with or without an Order Form, at Sinch's discretion). The terms of the Agreement shall govern the Customer's use and access to such test account and test Services. The Customer shall ensure that the test account and test Services are used only for the purpose of testing, and not for any productive, commercial or other purpose. The Customer shall comply with any relevant instructions or protocols Sinch notifies the Customer of in relation to the test account and test Services. The Customer agrees that Sinch can withdraw such test account and test Services at any time (with or without notice to the Customer).

## 5. FEES AND TAXES

### 5.1 Fees and Payment.

Customer will pay fees as stated in the Order Form. For nonpayment, SINCH may, after prior written notice, suspend Customer's use of the Service until payment is made. Customer cannot withhold, reduce or set-off fees owed during the Term. For any invoice the Customer fails to pay by its due date, interest will thereafter accrue on such unpaid amount at the maximum allowable rate. The fees payable shall be calculated by reference to data recorded or logged by Sinch and not by reference to any data recorded or logged by the Customer. Invoices issued by Sinch shall be final, conclusive and binding on the Customer. The Customer may dispute an invoice in writing and in good faith no later than within thirty (30) days from the date of invoice, provided that Customer will timely pay any undisputed part of such



invoice. No omission or delay by Sinch in invoicing any sums shall prohibit Sinch from raising an invoice at a later date nor shall it relieve the Customer of the Customer's liability to pay.

## **5.2 Taxes.**

Unless otherwise stated in an Order Form, fees and other charges imposed under an Order Form will not include taxes, including withholding taxes, all of which will be for Customer's account. Customer is responsible for all taxes including withholding taxes, other than SINCH's income and payroll taxes. If SINCH is required to pay taxes (other than its income and payroll taxes), Customer will reimburse SINCH for those amounts and indemnify SINCH for any taxes and related costs paid or payable by SINCH attributable to those taxes.

## **5.3 Set-off.**

SINCH may, without notice to the Customer, set-off any sums owed by the Customer under this Agreement and/or any other agreement with SINCH against any sums owed by SINCH to Customer regardless of the place of payment or currency of such obligations.

# **6. TERM AND TERMINATION**

## **6.1 Term.**

The Term is as stated in the Order Form.

## **6.2 Termination by Either Party.**

A party may terminate the Agreement:

- (a) upon thirty (30) days written notice of the other party's material breach unless the breach is remedied during that thirty-day period;
- (b) as permitted under Sections 3.3 (b), 7.3(b), or 8.1(c) (with termination effective thirty (30) days after receipt of notice in each of these cases); or
- (c) immediately if the other party files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, or otherwise materially breaches Sections 11 or 13.6.

## **6.3 Termination by SINCH.**

In addition to the termination rights set out in Section 6.2, SINCH may also terminate the Agreement or any Service at any time:

- (a) upon any termination of a network operator, third-party subcontractor, supplier, or interconnected carrier relationship with SINCH or its Affiliates or the discontinuance of support for equipment or a component of service necessary for SINCH to provide the Service;
- (b) upon any legal, regulatory or governmental prohibition or limitation affecting the Service;
- (c) upon the termination or expiry of any license necessary to provide the Service; or
- (d) immediately, without prejudice to the other clause in the Agreement and in applicable legislation, if any illegal practice and/or fraudulent use of the Service is proven.

## **6.4 Effect of Expiration or Termination.**

Upon the effective date of expiration or termination of the Agreement:

- (a) Customer's right to use the Service and all SINCH Confidential Information will end;
- (b) SINCH will cease providing the applicable Service;
- (c) Confidential Information of the disclosing party will be returned or destroyed as required by the disclosing party;
- (d) Customer shall promptly pay to SINCH all outstanding amounts due under the Agreement; and
- (e) termination or expiration of the Agreement does not affect other agreements between the parties.

## **6.5 Survival.**

Sections 1, 2.4, 2.5, 5, 6.4, 6.5, 8, 9, 10, 11, and 13 will survive the expiration or termination of the Agreement.



## 7. WARRANTIES

### 7.1 Compliance with Law.

Each Party warrants its current and continuing compliance with all laws and regulations applicable to it in connection with (i) in the case of Sinch, the operation of SINCH's business as it relates to the Service and (ii) in the case of Customer, the Customer Data and the Customer's use of the Services.

### 7.2 Good Industry Practices.

SINCH warrants that it will provide the Service:

- (a) in substantial conformance with the Documentation; and
- (b) with the degree of skill and care reasonably expected from a reasonably skilled and experienced global supplier of services substantially similar to the nature and complexity of the Service.

### 7.3 Remedy.

Customer's sole and exclusive remedies and SINCH's entire liability for breach of the warranty under Section 7.2 will be:

- (a) the re-performance of the deficient Service, and
- (b) if SINCH fails to re-perform, Customer may terminate the affected Service. Any termination must occur within three (3) months of SINCH's failure to re-perform.

### 7.4 Warranty Exclusions.

The warranties in Section 7.2 will not apply if:

- (a) the Service is not used in accordance with the Agreement or Documentation;
- (b) any non-conformity is caused by Customer, or by any product or service not provided by SINCH; or
- (c) the Service was provided for no fee.

### 7.5 Disclaimer.

Except as expressly provided in the Agreement, neither SINCH nor its subcontractors make any representation or warranties, and SINCH and its subcontractors disclaim all representations, warranties, terms, conditions or statements, which might have effect between the parties or be implied or incorporated into this Agreement or any collateral contract, whether by statute, common law or otherwise, all of which are excluded to the fullest extent permitted by law including the implied conditions, warranties or other terms as to merchantability, suitability, originality, or fitness for a particular use or purpose. In addition, except as expressly provided in this Agreement, neither SINCH nor its subcontractors make any representations, warranties, terms, conditions or statements of non-infringement or results to be derived from the use of or integration with any products or services provided under the Agreement, or that the operation of any products or services will be secure, uninterrupted or error free. Customer agrees that it is not relying on delivery of future functionality, public comments or advertising of SINCH or product roadmaps in entering into the Agreement. Customer acknowledges that (i) the Service has not been specifically designed to meet its and/or any of its customer's or end-user's individual requirements; and (ii) the Service will not be error-free, uninterrupted, free from unauthorised access (including third party hackers or denial of service attacks). Except as expressly stated in this Agreement, the Service is provided on an 'as is' and 'as available' basis.

## 8. THIRD PARTY CLAIMS

### 8.1 Claims Brought Against Customer.

- (a) SINCH will defend Customer against claims brought against Customer by any third party alleging that Customer's use of the Service infringes or misappropriates a patent claim, copyright, or trade secret right. SINCH will indemnify Customer against all damages finally awarded against Customer (or the amount of any settlement SINCH enters into) with respect to these claims.
- (b) SINCH's obligations under Section 8.1 will not apply if the claim results from (i) Customer's breach of the Agreement; (ii) use of the Service in conjunction with any product or service not provided by SINCH, or (iii) use of the Service provided for no fee.

- (c) In the event a claim described in Section 8.1(a) is made or likely to be made, SINCH may (i) procure for Customer the right to continue using the Service under the terms of the Agreement, or (ii) replace or modify the Service to be non-infringing without material decrease in functionality. If these options are not reasonably available, SINCH or Customer may terminate Customer's access to the affected Service upon written notice to the other.

### **8.2 Third Party Claim Procedure.**

- (a) Customer will timely notify SINCH in writing of any claim.
- (b) SINCH will have the right to fully control the defense (and SINCH shall be free to delegate such claim to its third party insurer or indemnifier).
- (c) Customer shall fully cooperate in the defense of such claim and shall not undertake any action that is prejudicial to SINCH's rights.
- (d) The Customer shall not undertake any action in response to any infringement or misappropriation, or alleged infringement or misappropriation that is prejudicial to SINCH's rights.

### **8.3 Exclusive Remedy.**

The provisions of Section 8 state the sole, exclusive, and entire liability of SINCH, its Affiliates, and subcontractors to Customer, and is Customer's sole remedy, with respect to third party claims and to the infringement or misappropriation of third party intellectual property rights.

## **9. LIMITATION OF LIABILITY**

### **9.1 Unlimited Liability.**

Neither party will exclude or limit its liability for damages resulting from:

- (a) SINCH's obligations under Section 8.1(a);
- (b) Customer's obligations under any Indemnity;
- (c) unauthorised use or disclosure of Confidential Information;
- (d) fraud or fraudulent misrepresentation;
- (e) death or bodily injury arising from either party's gross negligence or willful misconduct;
- (f) any failure by Customer to pay any fees due under the Agreement; or
- (g) any liability that cannot be excluded or limited by applicable law.

### **9.2 Liability Cap.**

Subject to Sections 9.1 and 9.3, under no circumstances and regardless of the nature of the claim, shall the maximum aggregate liability of either party (or its respective Affiliates or SINCH's subcontractors) to the other party or its Affiliates or any other person or entity (howsoever arising) under or in connection with this Agreement including (but not limited to) liability for breach of contract, tort (including but not limited to negligence), misrepresentation (whether tortious or statutory), breach of statutory duty, breach of warranty, claims by third parties from any repudiatory, material, or other breach (however minor) of this Agreement (whether or not intentional), from willful misconduct or otherwise, not exceed EUR 10,000 for all events (or series of connected events) arising in any twelve (12) month period Any "twelve (12) month period" commences on the Term start date or any of its yearly anniversaries.

### **9.3 Exclusion of Damages.**

Subject to Section 9.1:

- (a) Under no circumstances shall either party (nor its respective Affiliates or SINCH's subcontractors) be liable to the other party or its Affiliates or any other person or entity (whether or not the other party had been advised of the possibility of such loss or damage) for any of the following types of loss or damage arising under or in relation to this Agreement (whether arising out of liability under breach of contract, tort (including but not limited to negligence), misrepresentation (whether tortious or statutory), breach of statutory duty, breach of warranty, claims by third parties from any repudiatory, material, or other breach (however minor) of this Agreement (whether or not intentional), from willful misconduct or otherwise):
  - a. (i) any loss or inaccuracy of data, (ii) loss of profits, (iii) loss of business, (iv) loss resulting from business disruption, (v) loss of contracts, (vi) loss of revenue, (vii) loss of anticipated savings, (viii)



loss of goodwill, (ix) loss of reputation, (regardless of whether these types of loss or damage listed in this sub-clause (A) are direct, indirect, special or consequential); or

- b. any special, incidental, consequential, or indirect losses or damages or for exemplary or punitive damages;
- (b) SINCH will not be liable for any damages caused by any Service provided for no fee.

#### **9.4 Risk Allocation.**

The Agreement allocates the risks between SINCH and Customer. The fees for the Service reflect this allocation of risk and limitations of liability.

## **10. INTELLECTUAL PROPERTY RIGHTS**

### **10.1 SINCH Ownership.**

SINCH, its Affiliates or licensors own all intellectual property rights in and related to the Service, Documentation, design contributions, related knowledge or processes, and any derivative works of them. All rights not expressly granted to Customer are reserved to SINCH, its Affiliates and its licensors.

### **10.2 Customer Ownership.**

Customer retains all rights in and related to the Customer Data as between Customer and SINCH.

### **10.3 Non-Assertion of Rights.**

Customer covenants, on behalf of itself and its successors and assigns, not to assert against SINCH, its Affiliates or licensors, any rights, or any claims of any rights, in any Service or Documentation.

## **11. CONFIDENTIALITY**

### **11.1 Use of Confidential Information.**

- (a) The receiving party will protect all Confidential Information of the disclosing party as strictly confidential to the same extent it protects its own Confidential Information, and not less than a reasonable standard of care. Receiving party will not disclose any Confidential Information of the disclosing party to any person other than its personnel or representatives or those of its Affiliates whose access is necessary to enable it to exercise its rights or perform its obligations under the Agreement and who are under obligations of confidentiality substantially similar to those in Section 11. Customer will not disclose the Agreement or the pricing to any third party.
- (b) Confidential Information of either party disclosed prior to execution of the Agreement will be subject to Section 11.
- (c) In the event of legal proceedings relating to the Confidential Information, the receiving party will cooperate with the disclosing party and comply with applicable law (all at disclosing party's expense) with respect to handling of the Confidential Information.

### **11.2 Exceptions.**

The restrictions on use or disclosure of Confidential Information will not apply to any Confidential Information that:

- (a) is independently developed by the receiving party without reference to the disclosing party's Confidential Information;
- (b) is generally available to the public without breach of the Agreement by the receiving party;
- (c) at the time of disclosure, was known to the receiving party free of confidentiality restrictions; or
- (d) the disclosing party agrees in writing is free of confidentiality restrictions.

### **11.3 Publicity.**

Neither party will use the name of the other party in publicity activities without the prior written consent of the other, except that Customer agrees that SINCH may use Customer's name in customer listings or quarterly calls with its investors or, at times mutually agreeable to the parties, as part of SINCH's marketing efforts (including reference calls and stories, press testimonials, site visits). Customer agrees that SINCH may share information on Customer with its Affiliates for marketing and other business purposes and that it has secured appropriate authorisations to share Customer employee contact information with SINCH.



## 12. DATA PROTECTION

### 12.1 Data Controller.

The Customer acknowledges that Sinch in certain situations shall act as:

- (a) an independent Data Controller with respect to the processing of Personal Data that is necessary for the operation of the Services, which shall include the processing of any information processed for the purpose of the conveyance of a communication on an electronic communications network, for the billing or administration of the services (as far as permitted by Data Protection Legislation), such as but not limited to Customer contact and contract data.
- (b) a Joint Data Controller with respect to the processing of Personal Data for the purpose of providing the Services. These situations will be identified within the Order Form and other document(s) belonging to a specific Service(s).

### 12.2 Data Processor.

- (a) Each Party shall comply with applicable the Data Protection Legislation.
- (b) Whenever Sinch is processing Personal Data on behalf of the Customer (in accordance with Data Protection Legislation), Sinch can be qualified as a Data Processor and the Customer is to be qualified as a Data Controller as is defined within this Agreement (and further defined within the Data Protection Agreement applicable on the service, if necessary).
- (c) The parties agree that the Data Protection Agreement is applicable on the processing of personal data as described by the Agreement. Whenever the Customer is the Data Controller and Sinch is the Data Processor, the Customer has the obligation to inform Sinch, in writing, about the Data Protection Legislation are applicable on the processing of the Personal Data of which the Customer is the Data Controller.
- (d) The Customer warrants, represents and undertakes to Sinch that the Customer has and will maintain all necessary rights, licenses and consents to provide Sinch with Customer Data for the purposes described in this section. Sinch may require that Customer provides proof of these whenever necessary and in accordance with the terms of the Agreement.
- (e) The Customer acknowledges, permits and accepts that Sinch may retain, store, use and disclose Data solely in order, and to the extent necessary, to provide and improve the Services and to satisfy applicable legal, accounting or regulatory requirements. Sinch will establish processes to ensure compliance with applicable laws.
- (f) The Customer acknowledges, permits and accepts that Sinch may process Customer contact and contract data for the purposes of customer relationship management and development and that this information may be shared with Affiliates that are part of the Sinch Group for the purposes as described.

## 13. MISCELLANEOUS

### 13.1 Severability.

If any provision of the Agreement is held to be invalid or unenforceable, the invalidity or unenforceability will not affect the other provisions of the Agreement.

### 13.2 No Waiver.

A waiver of any breach of the Agreement is not deemed a waiver of any other breach.

### 13.3 Electronic Signature.

Electronic signatures that comply with applicable law are deemed original signatures.

### 13.4 Regulatory Matters.

SINCH Confidential Information is subject to export control laws of various countries. Customer will not submit SINCH Confidential Information to any government agency for licensing consideration or other regulatory approval, and will not export SINCH Confidential Information to countries, persons or entities if prohibited by export laws.

### 13.5 Notices.





All notices will be in writing and given when delivered to the address set forth in an Order Form with copy to the legal department. Notices by SINCH relating to the operation or support of the Service, and as otherwise permitted in the GTC or an Order Form (including, but not limited to, those under Sections 2.7 and 5.1 of this GTC) may be in the form of electronic mail to Customer's authorised representative or administrator, with such notice deemed to have been given upon dispatch from SINCH's email server.

### **13.6 Assignment.**

Without SINCH's prior written consent, Customer may not assign or transfer the Agreement (or any of its rights or obligations) to any party. SINCH may assign the Agreement to any of its Affiliates.

### **13.7 Subcontracting.**

SINCH may subcontract parts of the Service to third parties. SINCH is responsible for breaches of the Agreement caused by its subcontractors. Nothing shall prevent SINCH from delegating the performance of any or all of its obligations under this Agreement to any Affiliate.

### **13.8 Relationship of the Parties.**

The parties are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties is created by the Agreement.

### **13.9 Rights of third parties.**

Except as specifically provided for in this Agreement, this Agreement does not give rise to any third party being a third party beneficiary of this Agreement or being entitled to any rights whatsoever, including, but not limited to, the right to enforce any term of this Agreement. Under this Agreement, any liability, loss or damage incurred or suffered by an Affiliate of SINCH in relation to the supply of the Service to, or use by, Customer pursuant to this Agreement shall be deemed to constitute a liability, loss or damage incurred or suffered by SINCH.

### **13.10 Force Majeure.**

Any delay in performance (other than for the payment of amounts due) caused by conditions beyond the reasonable control of the performing party is not a breach of the Agreement. The time for performance will be extended for a period equal to the duration of the conditions preventing performance.

### **13.11 Anti-Corruption**

The Parties, in addition to acting according to this Agreement, are also obliged to: (i) comply with all Anticorruption and Bribery applicable legislation and (ii) neither it or its officers, directors, employees, agents, affiliates, delegates or representatives shall pay, offer or promise to pay or authorize the payment, directly or indirectly, of any money, gift, or any other type of favoring to an official or employee of a private organization or company, the government or a state agency, an agency or company which majority partner is a state body, a public organization, a candidate for public office or a political party, a member of a political party, any person acting in an official governmental capacity and any person or entity acting for or for the benefit of any of the parties mentioned in this paragraph, for the purpose of influencing any action or decision, whether to obtain a commercial advantage or to obtain or retain business, or to direct transactions for any person. The Parties further agree to maintain books, records and accounts which, in reasonable detail, accurately and fairly reflect the transactions undertaken and the disposition of assets; and will maintain, and provide to the other Party on request, information that is reasonably required to verify compliance with this paragraph.

### **13.12 Export Regulations**

Customer acknowledges that the products delivered by SINCH under this Agreement may be controlled under applicable export and import control or sanctions laws and regulations and Customer may require an export or import license from a government authority to export, transfer or import any Hardware, Software or Documentation. Customer represents that it is not on any sanction lists such as the EU restrictive list or the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons and warrants it will only use the products for civil and peaceful use and not use the products to develop or produce conventional weapons and/or nuclear, chemical, biological weapons or missiles. Nothing in this agreement shall be read as requiring either Party to be directly or indirectly involved in export, re-export, transfer, use of goods, technology, software, or services that is prohibited by applicable export control or sanctions laws.



### 13.13 Governing Law.

If this Agreement is entered into with Sinch Sweden AB, the Agreement will be governed by, and construed in accordance with, the laws of Sweden, without reference to its conflicts of laws principles. All disputes will be subject to the exclusive jurisdiction of the courts in Stockholm, Sweden.

If this Agreement is entered into with Sinch UK Ltd., the Agreement will be governed by, and construed in accordance with, the laws of England and Wales, without reference to its conflicts of law principles. All disputes will be subject to the exclusive jurisdiction of the courts located in London, England.

If this Agreement is entered into with Sinch America Inc., the Agreement will be governed by, and construed in accordance with, the laws of the state of Georgia, USA, without reference to its conflicts of law principles. All disputes will be subject to the exclusive jurisdiction of the courts located in Georgia, USA.

If this Agreement is entered into with Sinch Communications Canada Inc., the Agreement will be governed by, and construed in accordance with, the provincial laws of Quebec and the federal laws of Canada as applicable therein, without reference to its conflicts of laws principles. All disputes will be subject to the exclusive jurisdiction of the provincial and federal courts in the judicial district of Montreal, Quebec.

If this Agreement is entered into with Sinch Singapore Pte Ltd., this Agreement and any matters relating to this Agreement shall be governed by and construed in accordance with the laws of Singapore, without reference to its conflicts of law principles. All disputes will be subject to the exclusive jurisdiction of the Singapore courts. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore to enforce any term of this Agreement.

If this Agreement is entered into with Sinch Australia Pty Ltd. the Agreement and any claims relating to its subject matter will be governed by and construed under the laws of New South Wales, without reference to its conflicts of law principles. All disputes will be subject to the exclusive jurisdiction of the New South Wales courts.

If this Agreement is entered into with Sinch Brasil S.A. or TWW do Brasil S.A., the Agreement will be governed by, and construed in accordance with, the laws of the Federative Republic of Brazil. All disputes will be subject to the exclusive jurisdiction of the Central District located in São Paulo, State of São Paulo.

If this Agreement is entered into with Nedimix S.A., the Agreement is governed by the laws of Uruguay and the Parties chose the court of Montevideo, to resolve the questions or controversies arising from the Agreement, excluding any other, as privileged as it may be.

If this Agreement is entered into with Cyclelogic Peru SAC., the Agreement is governed by the laws of Republic of Peru and the Parties chose the court of Lima, to resolve the questions or controversies arising from the Agreement, excluding any other, as privileged as it may be.

If this Agreement is entered into with Cyclelogic de Mexico, S. de R.L., the Agreement is governed by mexican laws applicable in Mexico City and the Parties chose the court of Mexico City, to resolve the questions or controversies arising from the Agreement, excluding any other, as privileged as it may be.

If this Agreement is entered into with Cyclelogic Ecuador S.A., the Agreement is governed by the laws of Republic of Ecuador and the Parties chose the court of Quito, to resolve the questions or controversies arising from the Agreement, excluding any other, as privileged as it may be.

If this Agreement is entered into with Cyclelogic Colombia SAS., the Agreement is governed by the laws of Republic of Colombia and the Parties chose the court of Bogota, to resolve the questions or controversies arising from the Agreement, excluding any other, as privileged as it may be.

If this Agreement is entered into with Cyclelogic Chile Comunicaciones SPA., the Agreement is governed by the laws of Republic of Chile and the Parties chose the court of Santiago, to resolve the questions or controversies arising from the Agreement, excluding any other, as privileged as it may be.

If this Agreement is entered into with Cyclelogic Argentina S.R.L., the Agreement is governed by the laws of Republic Argentina and the Parties chose the court of Buenos Aires, to resolve the questions or controversies arising from the Agreement, excluding any other, as privileged as it may be.



The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (where enacted) will not apply to the Agreement. Either party must initiate a cause of action for any claim(s) relating to the Agreement and its subject matter within one (1) year from the date when the party knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s). SINCH may however bring enforcement proceedings and enforce payment obligations against the Customer in any jurisdiction.

### 13.14 Entire Agreement.

The Agreement constitutes the complete and exclusive statement of the agreement between SINCH and Customer relating to the subject matter of the Agreement and supersedes all prior agreements, arrangements and understandings between the parties relating to that subject matter. Each party acknowledges that in entering into the Agreement it has not relied on any representation, discussion, collateral contract or other assurance except those expressly set out in the Agreement. Each party waives all rights and remedies which, but for this section, might otherwise be available to it in respect of any such representation, discussion, collateral contract or other assurance. Except as permitted under Section 3.3, this Agreement may be modified only in writing signed by both parties. The Agreement shall prevail over any additional, conflicting, or inconsistent terms and conditions which may appear on any purchase order furnished by one party to the other, and any additional terms and conditions in any such purchase order shall have no force and effect, notwithstanding the non-furnishing party's acceptance or execution of such purchase order.

## Glossary

- 1.1. **"Affiliate"** means SINCH or any legal entity in which Customer or SINCH, directly or indirectly, holds more than fifty percent (50%) of the entity's shares or voting rights. Any legal entity will be considered an Affiliate as long as that interest is maintained.
- 1.2. **"Agreement"** means an Order Form and documents incorporated into an Order Form.
- 1.3. **"Confidential Information"** means
  - (a) with respect to Customer: (i) Customer marketing and business requirements, (ii) Customer implementation plans, and/or (iii) Customer financial information, and
  - (b) with respect to SINCH: (i) the Service, Documentation, and analyses under Section 3.5, and (ii) information regarding SINCH research and development, product offerings, pricing and availability.
  - (c) Confidential Information of either SINCH or Customer also includes information which the disclosing party protects against unrestricted disclosure to others that (i) the disclosing party or its representatives designates as confidential at the time of disclosure, or (ii) should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure.
  - (d) Confidential Information does not include Customer Data which will be subject to SINCH's obligations in Section 4.3 of the GTC.
- 1.4. **"Customer Data"** means any content, messages, data and/or information that Customer delivers or uploads to the SINCH Network or to a Service or provides via a Service. Customer Data and its derivatives will not include SINCH's Confidential Information nor any usage data that arises or SINCH generates in the supply of the Service.
- 1.5. **"Data Controller"** means given to it in the GDPR.
- 1.6. **"Data Processor"** means given to it in the GDPR.
- 1.7. **"Data Protection Agreement"** is the Data Protection Agreement ("**DPA**") applicable on the Services, and of which the most recent version can be found at <https://latam.sinch.com/wp-content/uploads/2021/11/MSA-GLOBAL-Data-Protection-Agreement-LatAm.pdf>
- 1.8. **"Data Protection Legislation"** means the relevant laws and other regulations applicable to the collection, use, storage, disclosure or otherwise processing personal data (such as but not limited to and as far as applicable the General Data Protection Regulation or the "**GDPR**") and as is further defined within the Data Protection Agreement.
- 1.9. **"Documentation"** means SINCH's then-current technical and functional documentation as well as any service descriptions and roles and responsibilities descriptions, if applicable, for the Service which is made available to Customer with the Service.
- 1.10. **"Excluded Event(s)"** means any of the following: (i) a fault in, or any other problem associated with, systems not operated or managed by SINCH; (iii) any breach of the Agreement by the Customer or a third-party within the Customer's direct control or any third party supplier to the Customer; (iv) any act by the Customer which interferes with or impedes the supply and support of the Service; (v) any suspension of the Service in accordance with the terms of the Agreement; or (vi) any other circumstances caused by events for which SINCH is not liable in accordance with the terms of the Agreement.



- 1.11. **"General Data Protection Regulation"** or **"GDPR"** the General Data Protection Regulation (EU) 2016/679 of the European Parliament and the Council, as amended, supplemented and/or varied from time to time.
- 1.12. **"Indemnity"** means any section within an Order Form, Supplement or GTC identified as an indemnity either by its wording or its heading.
- 1.13. **"Order Form"** means the ordering document for a Service that references the GTC.
- 1.14. **"Personal Data"** information about an individual that is defined as "personal data" or "personal information" as defined within the Data Protection Agreement and, if necessary, further defined within in the applicable Data Protection Legislation, such as but not limited to the GDPR
- 1.15. **"Service"** means any distinct service or services that SINCH provides pursuant to an Order Form including any support associated with such service or services.
- 1.16. **"SINCH Policies"** means the operational guidelines and policies applied by SINCH to provide and support the Service as incorporated in an Order Form.
- 1.17. **"SINCH Network"** means the digital networks (wireless or otherwise), server(s), hardware, software and/or any other equipment that SINCH uses, in its sole discretion, in connection with the supply of the Service and whether owned by SINCH or any outsourced service provider and including any extranet access provided by SINCH in connection with the supply of the Service.
- 1.18. **"Supplement"** means the Supplemental Terms and Conditions that apply to the Service and that are incorporated in an Order Form.
- 1.19. **"Term"** means the term identified in the applicable Order Form, including all renewals.