

General Terms and Conditions

for FL3XX Online Services for Business

This FL3XX Online Services for Business are provided by FL3XX GmbH, an Austrian company, ("FL3XX") to its customer ("Customer"). These General Terms and Conditions (the "GTC") are effective and integral to the principal agreement ("Subscription") between FL3XX and the Customer.

1. Definitions.

- 1.1. "Active Item" means any item in the Service that has changed status, was caused to change status or caused other items inside or outside the Service to change status.
- 1.2. "Admin Account(s)" means the administrative account(s) provided to Customer by FL3XX for the purpose of administering the Services. The use of the Admin Account(s) requires a password, which FL3XX will provide to the Customer.
- 1.3. "Administrators" mean the Customer-designated technical personnel who administer the Services on Customer's behalf.
- 1.4. "Affiliate" means any entity that directly or indirectly controls, is controlled by or is under common control of a Party.
- 1.5. "Application Programming Interface" or "API" means a software program that enables the exchange of data between the Service and a TPS.
- 1.6. "Billable Item" means any item in the Service that is defined in the Pricelist with a fee.
- 1.7. "Brand Features" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.
- 1.8. "Confidential Information" means information disclosed by a party to the other party under the Subscription that is marked as confidential or would normally be considered confidential under the circumstances. Customer Data is Customer's Confidential Information.
- 1.9. "Customer Contact" means persons designated and entitled by the Customer to communicate with FL3XX for matters concerning the Services.
- 1.10. "Customer Data" means data, including email, provided, generated, transmitted or displayed via the Services by Customer or End Users.
- 1.11. "Emergency Security Issue" means either: (a) Customer's use of the Services in violation of the Acceptable Use Policy, which could disrupt: (i) the Services; (ii) other customer's use of the Services; or (iii) the FL3XX network or servers used to provide the Services; or (b) unauthorized third party access to the Services.
- 1.12. "End Users" means the individuals the Customer permits to use the Services.
- 1.13. "End User Account" means an account established by Customer through the Services for an End User.
- 1.14. "Feature Request" means a request by a Customer Contact to incorporate a new feature or enhance an existing feature of the Services that is currently not available as part of the existing Services.

- 1.15. "Fees" means the amounts invoiced by FL3XX for the Services used by the Customer.
- 1.16. "FL3XX Support Personnel" mean the FL3XX representatives responsible for handling Requests.
- 1.17. "High Risk Activities" means uses such as the operation of military flights, air traffic control, life support systems, or other activities where the use or failure of the Services could lead to death, personal injury, or environmental damage.
- 1.18. "Intellectual Property Rights" means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.
- 1.19. "Maintenance" means maintenance work that is performed on hardware or software delivering the Services.
- 1.20. "Notification Email Address" means the email address designated by Customer to receive email notifications from FL3XX. Customer may change this email address through the Admin Console.
- 1.21. "Pricelist" The Pricelist is published in the website <http://fl3xx.com>. The Pricelist lists the Fees for the use of Services.
- 1.22. "Priority" means the level of impact a Request is having on Customer's operations and is used to establish target response times. P1: Critical Impact = Service Unusable in Production; P2: High Impact = Service Use Severely Impaired; P3: Medium Impact = Service Use Partially Impaired; P4: Low Impact = Service Fully Usable.
- 1.23. "Request" means a request from Customer to FL3XX Support Personnel for technical support to resolve a question or problem report regarding the Services.
- 1.24. "Service" or "Services" means the services provided by FL3XX to the Customer. Service means Services.
- 1.25. "SLA" means the Service Level Agreement, a separate document published on <http://fl3xx.com>.
- 1.26. "Suspend" or "Suspension" means the disabling of access to the Services, or components of the Services, as applicable, to prevent the use of the Service.
- 1.27. "Taxes" means any duties, customs fees, or taxes (other than FL3XX's income tax) associated with the sale of the Services, including any related penalties or interest.
- 1.28. "Term" means the term of the Subscription, which will begin on the Effective Date and continue until the Subscription naturally expires or is terminated.
- 1.29. "Third Party Request" means a request from a third party for records relating to an End User's use of the Services. Third Party Requests can be a lawful search warrant, court order, subpoena, other valid legal order, or written consent from the End User permitting the disclosure.
- 1.30. "TPS" or "Third Party Systems" are systems which are not owned or operated by FL3XX that may optionally be connected to the Services to add functionality to the Services or to the TPS. Connection of Services to TPS is requested by and operated under the responsibility of the Customer.

2. Services Provided.

2.1. Services Summary.

The Services include a web-based, end-to-end solution for aviation service providers. The Services provide the capability to sell, schedule, dispatch flights, to manage all the related information, to send and receive messages and to create reports.

2.2. Interoperability.

The Services are capable to connect with Third Party Systems (“TPS”) and to interact with them to provide further functionality. The functions and benefits provided in conjunction with TPS are not guaranteed, and their operation is limited to the availability of the TPS. The Customer explicitly waives any and all claims over the availability of any function in connection with TPS.

2.3. Data Protection.

The Services are provided in compliance with relevant regulation on data privacy and protection. In particular, the Data Protection Agreement (the “DPA”) specifies compliance with the European General Data Protection Regulation (GDPR).

2.4. Data Security and Transfer.

All facilities used to store and process Customer Data will adhere to reasonable security standards no less protective than the security standards at facilities where FL3XX stores and processes its own information of a similar type. FL3XX has implemented at least industry standard systems and procedures to ensure the security and confidentiality of Customer Data, to protect against anticipated threats or hazards to the security or integrity of Customer Data, and to protect against unauthorized access to or use of Customer Data. As part of providing the Services, FL3XX may transfer, store and process Customer Data in any country in which FL3XX maintains facilities, within the limits specified in 7.h. By using the Services, Customer consents to this transfer, processing and storage of Customer Data.

2.5. Data Safety.

FL3XX takes all the commercially reasonable steps to keep Customer data safe against loss and damage. The standard procedures in place include daily backups for the last rolling 30 days and live replication of the main database containing the Customer data. All the data is kept by reputable cloud services suppliers.

2.6. FL3XX Domain Name Ownership.

FL3XX provides its Services to Customer under its own Domain Names. The Customer does not own or control the FL3XX Domain Names. FL3XX will have no obligation to provide the Customer with any further Services other than those provided under 1. above. Customer explicitly waives any and all claims over the use of the Domain Names under which the Services are provided.

3. Customer Obligations.

3.1. Compliance.

The Customer will use the Services in accordance with the Acceptable Use Policy. FL3XX may create new Services, add or modify features or functionality from time to time, the use of which may be contingent upon Customer's agreement to additional terms. The Customer agrees that its use of the Services is subject and continues to be subject to its compliance with this GTC.

3.2. Customer Administration of the Services.

The Customer may specify one or more Administrators. The Administrator(s) have the rights to access administration Account(s) and to manage End User Accounts. The Customer and its Administrator(s) are responsible for: (a) maintaining the confidentiality of the Admin Account(s) password(s); (b) designating those individuals who are authorized to access the Admin Account(s); and (c) ensuring that all activities that occur in connection with the Admin Account(s) comply with this GTC. The Customer agrees that FL3XX's responsibilities do not extend to the internal management or administration of the Services for the Customer and that FL3XX is merely a data-processor, while the Customer is a data-controller.

3.3. Changes To Services.

The Customer's Administrators have the ability to request, install, remove and in general manage all aspects of the Services, including when such changes modify the Fees for the Service. The Customer's Administrators can request and order special features and functions, including when such features and functions are provided at an additional cost.

3.4. End User Consent.

The Customer's Administrators may have the ability to access, monitor, use, or disclose data available to End Users within the End User Accounts. The Customer will obtain and maintain all required consents from End Users to allow Customer's access, monitoring, use and disclosure of this data and make it available to FL3XX on request.

3.5. Authorized Users.

The Customer shall provide access to the Service to any of its employees or other persons working directly under its own control or under the direct control of controlled companies. Any person not under such control may not be provided use of the Services. Any such person or the company employing such person shall directly enter in an agreement with FL3XX for the use of the Services.

- 3.6. **Unauthorized Use.**
The Customer will use commercially reasonable efforts to prevent unauthorized use of the Services and to terminate any unauthorized use. The Customer will promptly notify FL3XX of any unauthorized use of, or access to, the Services of which it becomes aware.
- 3.7. **Restrictions on Use.**
Unless FL3XX specifically agrees in writing, the Customer will not, and will use commercially reasonable efforts to make sure a third party does not: (a) use or employ the Services for its own activities whether commercial or not or whether such activities are connected to those of the Customer; (b) sell, resell, lease or the functional equivalent, the Services to a third party; (c) attempt to reverse engineer the Services or any component; (d) attempt to create a substitute or similar service through use of, or access to, the Services; (e) use the Services for High-Risk Activities; or (f) use the Services to store or transfer any Customer Data that is controlled for export under Export Control Laws.
- 3.8. **Third Party Requests.**
The Customer is responsible for responding to Third Party Requests. FL3XX will, to the extent allowed by law and by the terms of the Third Party Request: (a) promptly notify Customer of its receipt of a Third Party Request; (b) comply with the Customer's reasonable requests regarding its efforts to oppose a Third Party Request; and (c) provide the Customer with the information or tools required for the Customer to respond to the Third Party Request. The Customer will first seek to obtain the information required to respond to the Third Party Request on its own and will contact FL3XX only if it cannot reasonably obtain such information.
- 3.9. **Acceptable Use Policy.**
The Customer agrees not to, and not to allow third parties or its End Users, to use the Services:
- 3.9.1. to generate or facilitate unsolicited bulk commercial email;
 - 3.9.2. to violate, or encourage the violation of, the legal rights of others;
 - 3.9.3. for any unlawful, invasive, infringing, defamatory, or fraudulent purpose;
 - 3.9.4. to intentionally distribute viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature;
 - 3.9.5. to interfere with the use of the Services, or the equipment used to provide the Services, by customers, authorized resellers, or other authorized users;
 - 3.9.6. to alter, disable, interfere with or circumvent any aspect of the Services;
 - 3.9.7. to test or reverse-engineer the Services in order to find limitations, vulnerabilities or evade filtering capabilities;
 - 3.9.8. to use the Services, or a component of the Services, in a manner not authorized by FL3XX.
 - 3.9.9. The failure of the Customer to comply with these Acceptable Use Policies may result in suspension or termination, or both, of the Services.

4. Billing and Payment.

4.1. Invoicing.

The Customer will pay for the Services on a monthly basis starting at the Start of Service as defined below. FL3XX will invoice the Customer for the applicable Fees at the end of each month. Applicable Fees include any Fees relevant to any Active Items.

4.2. Start of Service.

The Service shall start when the Service is available online for use by Customer, and communicated to Customer. The contents of the Service, their relevance and their precision are the sole responsibility of the Customer and shall not influence the Start of Service or its availability.

4.3. Additional Costs and Fees.

Travel and lodging costs, incurred by FL3XX are not included in any of the Fees and shall be additionally invoiced to the Customer at cost.

4.4. Invoices.

FL3XX invoices for Service Fees are sent at the end of each calendar month and are due 10 days after the invoice date. FL3XX invoices for any additional services which are not part of the Services, including for example, not exhaustively, installation and setup of the Services, training, configuration, data insertion, software development specially requested by the Customer, cleanup and upload of historical data, creation of interfaces to other systems, collection of data from other sources, etc. are sent at the same time as that when the order is placed by the Customer and are payable before the relevant work is started and before the additional services are provided.

4.5. Payments.

All payments are due within 10 days of receipt of the invoice. All payments are non-refundable. In general, all installation, setup and custom development fees are due at the time the order is placed. In general, all recurrent fees are due at the end of each billing period.

4.5.1. Other Forms of Payment.

The Customer may change its payment method at any time. FL3XX may enable other forms of payment. These other forms of payment may be subject to additional terms which the Customer may have to accept prior using the additional forms of payment.

4.6. Delinquent Payments.

All payments due and payable and not received by FL3XX are deemed delinquent. Delinquent payments bear interest at the rate of one percent per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. The Customer will be responsible for all reasonable expenses (including attorneys' fees) incurred by FL3XX in collecting such delinquent amounts, except where such delinquent amounts are due to FL3XX's invoicing inaccuracies. For each notice sent for delinquent payments a standard charge in the amount defined in the Pricelist is added to the overdue invoice.

4.7. Suspension for Non-Payment.

4.7.1. Automatic Suspension.

If Customer does not pay delinquent Fees within twenty-one (21) days of their due date, FL3XX may Suspend the Service.

4.7.2. During Suspension.

If the Customer is Suspended, FL3XX will continue charging Customer all Fees during Customer's Suspension for non-payment. During the time while the Service is Suspended all functions, including all connections to TPS will remain fully operational.

4.7.3. End of Suspension.

When Customer has paid all due invoices and overdue invoices at the time of payment and FL3XX has received such payments, FL3XX shall promptly reinstate the Service.

4.7.4. Termination After Suspension.

If Customer remains suspended for more than ninety (90) days, FL3XX may terminate the Customer for breach pursuant to Section 14.

4.8. Taxes.

The Customer is responsible for any Taxes, and the Customer will pay FL3XX for the Services without any reduction for Taxes. If FL3XX is obligated to collect or pay Taxes, the Taxes will be invoiced to the Customer, unless the Customer provides FL3XX with a valid tax exemption certificate or method authorized by the relevant taxing authority. If the Customer is required by law to withhold any Taxes from its payments to FL3XX, Customer must provide FL3XX with an official tax receipt or other appropriate documentation to support such payments.

5. Technical Support Services.

- 5.1. By Customer.
Customer will, at its own expense, respond to questions and complaints from End Users or third parties relating to the Customer's or End Users' use of the Services. The Customer will use commercially reasonable efforts to resolve support issues before escalating them to FL3XX.
- 5.2. By FL3XX.
If Customer cannot resolve a support issue consistent with the above, then Customer may escalate the issue to FL3XX in accordance with the SLA. FL3XX will provide Support to the Customer in accordance with the SLA.

6. Suspension.

- 6.1. Of End User Accounts by FL3XX.
If FL3XX becomes aware of an End User's violation of this GTC, the SLA or the DPA, then FL3XX may specifically request that the Customer Suspend the applicable End User Account. If the Customer fails to comply with FL3XX's request to Suspend an End User Account, then FL3XX may do so. The duration of any Suspension by FL3XX will be until the relevant End User has cured the breach which caused the Suspension.

- 6.2. Emergency Security Issues.
Notwithstanding the foregoing, if there is an Emergency Security Issue, then FL3XX may automatically Suspend the offending use. The Suspension will be to the minimum extent and of the minimum duration required to prevent or terminate the Emergency Security Issue. If FL3XX Suspends an End User Account for any reason without prior notice to the Customer, at Customer's request, FL3XX will provide to the Customer the reason for the Suspension as soon as is reasonably possible.

7. Confidential Information.

7.1. Obligations.

Each party will: (a) protect the other party's Confidential Information with the same standard of care it uses to protect its own Confidential Information; and (b) not disclose the Confidential Information, except to Affiliates, employees and agents who need to know it and who have agreed in writing to keep it confidential. Each party (and any Affiliates, employees and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill its obligations under this GTC, while using reasonable care to protect it. Each party is responsible for any actions of its Affiliates, employees and agents in violation of this Section.

7.2. Exceptions.

Confidential Information does not include information that: (a) the recipient of the Confidential Information already knew; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient, or (d) was rightfully given to the recipient by another party.

7.3. Required Disclosure.

Each party may disclose the other party's Confidential Information when required by law but only after it, if legally permissible: (a) uses commercially reasonable efforts to notify the other party; and (b) gives the other party the chance to challenge the disclosure.

7.4. Personal Information.

The Services may contain personal information of End Users and personal information of other people in connections with the Customer's activities. FL3XX is responsible to employ all commercially reasonable technologies to keep all personal information protected. The Customer is responsible for the use of the Services so that all personal information contained in the Services is kept safe.

7.5. Financial Information.

The Services may contain financial information of End Users and financial information of other people or companies in connections with the Customer's activities, such as credit card numbers. FL3XX is responsible to employ all commercially reasonable technologies to keep all financial information protected. The Customer is responsible for the use of the Services so that all financial information contained in the Services is kept safe. The Customer accepts all responsibility for the storage and use of personal or corporate financial information, and explicitly waives FL3XX of any and all responsibility arising from financial information stored or manipulated in the Services.

7.6. Exchange of Information with Third Parties.

The Services allow the exchange of information from the Customer to the third party, and from the third party to the Customer, to perform certain functions. The Customer explicitly approves the transmission and reception of information from and to the Services and accepts responsibility for the security and for the integrity of the data being transferred. The Customer explicitly waives FL3XX of any and all responsibility arising from the transmission and/or the reception of data by use of the Services.

7.7. Statistical Information.

From time to time FL3XX shall do research to improve its services and its understanding of the business and market logic. To effect such research, FL3XX may extract information and process it directly or indirectly with its own tools or with third-party tools. All extraction and processing shall be performed with diligence in respect of the European General Data Protection Regulation and any other relevant regulations. In particular, all data shall be manipulated at all stages of such activities so that no personal or corporate information is apparent. FL3XX has the right to release the results of its research within the boundaries stated in this GTC.

8. Intellectual Property Rights.

- 8.1. Intellectual Property Rights.
Except as expressly set forth herein, GTC does not grant either party any rights, implied or otherwise, to the other Party's content or any of the other party's intellectual property. As between the parties, the Customer owns all Intellectual Property Rights in the Customer Data, and FL3XX owns all Intellectual Property Rights in the Services.
- 8.2. Display of Brand Features.
FL3XX may display some Customer Brand Features within the Service. Neither party may display or use the other party's Brand Features beyond what is allowed in this GTC without the other party's prior consent.
- 8.3. Brand Features Limitation.
Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights in those Brand Features. A party may revoke the other party's right to use its Brand Features pursuant to this GTC with written notice to the other party and a reasonable period to stop the use.
- 8.4. Property Rights of User Data.
The Services may contain information of End Users and information of other people or companies in connections with the Customer's activities, such as names, aircraft details, or flight details. The Customer is the sole owner of such information ("Customer Information") and FL3XX claims no rights to this information. Other information provided by other sources, including, for example, airport information, maps, weather data, is the property of the respective copyright holders.

9. Term and Termination.

The Term Starts at the Effective Date of the Subscription and expires 30 years after the Effective Date on the 31 December, unless sooner terminated by either Party.

9.1. Minimum Term.

The Subscription may not be terminated prior to six (6) months after the Effective Date.

9.2. Termination for Breach.

Either party may Suspend or Terminate the Subscription with immediate effect if: (i) the other party is in material breach of the GTC or any other obligation under the Subscription and fails to cure that breach within thirty days after receipt of written notice; (ii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety (90) days.

9.3. Voluntary termination.

9.3.1. By the Customer.

The Customer may Terminate the Subscription after the Minimum Term at its own discretion and at the end of any month by written notice to FL3XX at least one (1) month prior to the intended Termination Date.

9.3.2. By FL3XX.

The Subscription may be terminated by FL3XX at the end of any month by written notice to the Customer at least six (6) months prior to the intended termination date.

9.4. Effects of Termination.

If the Subscription terminates, then: (i) the rights granted by one party to the other will cease immediately (except as set forth in this Section); (ii) FL3XX will provide Customer access to, and the ability to export the Customer Data for a period of three (3) months at FL3XX's then current rates for the requested access and export services; (iii) after a period of three (3) months, FL3XX will delete Customer Data by removing pointers to it on FL3XX's active and replication servers and overwriting it over time; (iv) the Customer may request at any time that FL3XX delete Customer Data before the expiration of the three (3) month period; and (v) upon request each party will promptly use commercially reasonable efforts to return or destroy all other Confidential Information of the other party.

10. Indemnification.

10.1. By Customer.

Customer will indemnify, defend, and hold harmless FL3XX from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim: (i) regarding Customer Data or Domain Names; (ii) that Customer Brand Features infringe or misappropriate any patent, copyright, trade secret or trademark of a third party; or (iii) regarding Customer's use of the Services in violation of the Acceptable Use Policy.

10.2. By FL3XX.

FL3XX will indemnify, defend, and hold harmless Customer from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim that FL3XX's technology used to provide the Services or any FL3XX Brand Feature infringe or misappropriate any patent, copyright, trade secret or trademark of such third party. Notwithstanding the foregoing, in no event shall FL3XX have any obligations or liability under this Section arising from: (i) use of any Services or FL3XX Brand Features in a modified form or in combination with materials not furnished by FL3XX, and (ii) any content, information or data provided by Customer, End Users or other third parties.

10.3. Possible Infringement.

10.3.1. Repair, Replace, or Modify.

If FL3XX reasonably believes the Services infringe a third party's Intellectual Property Rights, then FL3XX will: (a) obtain the right for Customer, at FL3XX's expense, to continue using the Services; (b) provide a non-infringing functionally equivalent replacement; or (c) modify the Services so that they no longer infringe.

10.3.2. Suspension or Termination.

If FL3XX does not believe the foregoing options are commercially reasonable, then FL3XX may Suspend or Terminate Customer's use of the impacted Services.

10.4. General.

The party seeking indemnification will promptly notify the other party of the claim and cooperate with the other party in defending the claim. The indemnifying party has full control and authority over the defense, except that: (a) any settlement requiring the party seeking indemnification to admit liability or to pay any money will require that party's prior written consent, such consent not to be unreasonably withheld or delayed; and (b) the other party may join in the defense with its own counsel at its own expense. THE INDEMNITIES ABOVE ARE A PARTY'S ONLY REMEDY UNDER THIS GTC AND THE SUBSCRIPTION FOR VIOLATION BY THE OTHER PARTY OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

11. Limitation of Liability.

- 11.1. **Limitation on Indirect Liability.**
Neither party will be liable under this GTC for lost revenues or indirect, special, incidental, consequential, exemplary, or punitive damages, even if the party knew or should have known that such damages were possible and even if direct damages do not satisfy a remedy.
- 11.2. **Authority Approval.**
If the Service is approved by an Authority such as a Civil Aviation Authority for use by the Customer, such approval does not constitute performance requirement of the Service other than as stated in this GTC. Any failure of the Service to comply with the Authority's requirements is in the full responsibility of the Customer.
- 11.3. **Limitation on Amount of Liability.**
Neither party may be held liable under this GTC for more than the amount paid by the Customer to FL3XX hereunder during the twelve months prior to the event giving rise to liability.
- 11.4. **Exceptions to Limitations.**
These limitations of liability apply to the fullest extent permitted by applicable law but do not apply to breaches of confidentiality obligations, violations of a party's Intellectual Property Rights by the other party, or indemnification obligations.

12. Representations, Warranties and Disclaimers.

12.1. Representations and Warranties.

Each party represents that it has full power and authority to enter into the Subscription. Each party warrants that it will comply with all laws and regulations applicable to its provision, or use, of the Services, as applicable. FL3XX warrants that it will provide the Services in accordance with the SLA.

12.2. Disclaimers.

To the fullest extent permitted by applicable law, except as expressly provided for herein, neither party makes any other warranty of any kind, whether express, implied, statutory or otherwise, including without limitation warranties of merchantability, fitness for a particular use. FL3XX makes no representations about any content or information made accessible by or through the services.

13. Miscellaneous.

- 13.1. Notices.
Unless specified otherwise, (a) all notices must be in writing and addressed to the attention of the other party's legal department or primary point of contact and (b) notice will be deemed given: (i) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (ii) when verified by automated receipt or electronic logs if sent by email. Facsimile is not a valid means for notification.
- 13.2. Assignment.
Neither party may assign or transfer any part of the Subscription without the written consent of the other party, except to an Affiliate, but only if: (a) the assignee agrees to be bound by the terms of the Subscription; and (b) the assigning party remains liable for obligations incurred under the Subscription prior to the assignment. Any other attempt to transfer or assign is void.
- 13.3. Force Majeure.
Neither party will be liable for inadequate performance caused by a condition (for example, natural disaster, an act of war or terrorism, riot, governmental action, and Internet disturbance) that was beyond the party's reasonable control.
- 13.4. No Waiver.
Failure to enforce any provision of the Subscription will not constitute a waiver.
- 13.5. Severability.
If any provision of the Subscription is found unenforceable, the remainder of the Subscription will remain in full force and effect.
- 13.6. No Agency.
The parties are independent contractors, and the Subscription does not create an agency, partnership or joint venture.
- 13.7. No Third-Party Beneficiaries.
There are no third-party beneficiaries to the Subscription.
- 13.8. Equitable Relief.
Nothing in the Subscription will limit either party's ability to seek equitable relief.
- 13.9. Governing Law.
The Subscription is governed by Austrian law. For any dispute arising out of or relating to the Subscription, the parties consent to personal jurisdiction in, and the exclusive venue of, the courts in Vienna, Austria.

13.10. Amendments.

From time to time, FL3XX may make commercially reasonable amendments to the Services, this GTC, the SLA, the DPA or the Pricelist (the "Amendments"). FL3XX shall inform the Customer in writing of such Amendments before they are effective. The Customer, having received a notice of Amendment, has one (1) month from such notice, to accept or not accept the Amendments. If the Customer does not accept the Amendments, the same Amendments shall not apply to the Customer. If the Customer does not decline acceptance of the Amendments nor requests termination of the Subscription, the Changes are deemed to be accepted by the Customer.