nShift

General terms and conditions for

Software-as-a-Service

March 2022 Version 1.1

GENERAL

These General Terms and Conditions forms part of an agreement ("**the Agreement**") between **nShift Group AS, Norwegian corp. ID no. 979306725**, and you as a legally competent individual or corporate entity ("**the Customer**") for the provision of the defined nShift online software service provided as a SaaS-service, including software, online support functions and/or instructions provided by nShift ("**the Service**").

1.1 These General Terms and Conditions, or GTC, shall apply unless otherwise agreed in writing between the Parties.

1.2 The Agreement shall consist of a Subscription Agreement for Service, subject to these General Terms and Conditions and its Appendices as defined in each separate Subscription Agreement;

- Appendix 1 (Service Level Agreement for Service)

- Appendix 2 (Payment terms)

- Appendix 3 (Data Processing Agreement)

1.3 In the event of any conflict, discrepancy, error or omission the Data Processing Agreement shall take precedence over the Agreement and its other Appendices for matter relating to privacy under GDPR. In the event of any conflict, discrepancy, error or omission these General Terms and Conditions shall take precedence over the Appendices and the Subscription Agreement. In the event of any conflict, discrepancy, error or omission between the Subscription Agreement, Appendix 1 and Appendix 2, the Subscription Agreement shall take precedence over the latter two appendices.

1.4 By electronically accepting or signing in writing the Subscription Agreement, or by other means taking the Service into use, the Customer acknowledges to be bound in full by the terms and conditions of this Agreement, including all conditions for the use of the Service. It is the obligation of the Customer to make any users of the Service under the control of the Customer aware of all and any nShift rights and obligations for the use of this Service as defined in this Agreement, hereunder such users are considered bound by the Agreement and Customer shall be responsible for all any use of such user when in breach of the terms of this Agreement. The GTC shall apply in full unless expressively agreed otherwise in writing and signed by specifically authorized both Parties in Schedule 3 (Specific exceptions).

2 DURATION

2.1 These General Terms and Conditions will apply form the earliest of

(a) nShift's acceptance of the Customer's initial use of the Service, or

(b) the Customer's ordering of the Service via a form indicated by nShift, or

(c) nShift and the Customer entering into a separate agreement document regarding the Service.

2.2 The Term of the Agreement shall be defined in the Subscription Agreement. The Customer and nShift have a mutual right to cancel the Agreement at a month's notice, unless otherwise agreed in writing, but in no event shorter than one month. Cancellation shall be in writing. Any written cancellation by the Customer must be received by nShift at least one month before the start of the subsequent chargeable

period. If the cancellation is received by nShift later than that date, nShift will be entitled to charge the Customer for a further period.

2.3   Provisions governing premature termination are contained in Section 15 below.

3   SUBSCRIPTION

3.1   Subject to the Agreement, including (i) the scope and price of the Service as defined in the Subscription Agreement, and (ii) these General Terms and Conditions, nShift offers to the Customer a non-exclusive, non-transferable right to access and use the Service world-wide within the scope of the Customer's normal internal business operations ("Subscription"), thereby granting the Customer such right to access and use the Service.

3.2   The Customer's company group partners, cooperative partners, consultants, suppliers, vendors and other contractors (jointly "Customer Affiliates") can be given temporary access to the Service to carry out integration work by prior written permission of nShift. Unless otherwise agreed in writing, Customer Affiliates may not utilise the Subscription permanently or as part of their daily operations. The Customer shall remain responsible to nShift for all activities of Customer Affiliates to the same extent as if such activities had been undertaken by the Customer itself.

3.3   If the Subscription is limited to a certain number of users, the Customer shall ensure that each user states his/her personal log-in details when accessing the Service. No more than one user may use the same log-in details.

3.4   The Customer may not resell services or information, wholly or partly generated by use of the Service, to any unauthorised third party or give such third party access to the Service for similar purposes, without nShift's prior written consent.

4   SERVICE

4.1   The Service is offered by nShift to the Customer as a Software-as-a-Service ("SaaS-services") subject to the Subscription terms defined in Clause 3 and under this Agreement provided Customer's payment of Fees as set out in the Subscription Agreement. To the extent agreed between the Parties in the Subscription Agreement, the Service may also include software and hardware installed in premises at the Customer's defined location. On-site assistance and other consulting services may be contracted as separate services subject to a separate agreement.

4.2   SaaS-services and other software will be available to the Customer within a reasonable amount of time once nShift has approved the Customer's ordering of the Service and acceptance of the Agreement. The The SaaS-service is subject to continuous changes, development and updates, whereas the Service's functionality and infrastructure will evolve and change, including introduction or de-commissioning of new functionality, third-party software or data, from time to time at the sole discretion of nShift. Customer sole remedy from such changes is limited to the termination of the Service. Proportional part of pre-paid fees may only be returned to Customer subject to substantive lack of functionality in the Service that nShift has failed to resolve subject to a 60 days notice period.

4.3   Physical products shall be delivered to the Customer's most recently indicated address subject to term of the Subscription Agreement. The delivery is considered to have been made once the product has been

received by any staff of the Customer, upon which the risks associated with the product are transferred. Unless otherwise agreed, the Customer is responsible for the installation of product.

4.4 Unless otherwise agreed and defined in the Subscription Agreement or Appendix 1, nShift is entitled, but not obliged, to install regular upgrades during the term of the Agreement and without notice thereof to the Customer to software or hardware installed on Customer's premises. It is the responsibility of the Customer to ensure that the locally installed component is upgraded subject to notification by nShift that such upgrades have been made available for download. The Customer is responsible for the installation of any local upgrades.

5 SUPPORT

5.1 nShift offers support ("**Service Support**") to the Customer aimed at solving problems experienced by the Customer relating to the use or the functionality of the Service as delivered online. Service Support will not cover issues regarding any hardware, software or other Customer infrastructure system that the Service interacts with, such as a computer, operative system, drivers or any other business systems installed by the Customer or any other services, including internet access and Wi-Fi under the control of the Customer or any of its other service providers or third parties. Service Support will not be available to Customer Affiliates unless otherwise agreed in writing.

5.2 General Service Support as defined in Appendix 1 (Service Level Agreement) governs the Customer's right to receive Service Support for the Service as defined in Subscription Agreement.

5.3 Customer is responsible for upgrading the software and hardware installed on Customer's premises. Provided the Customer has not upgraded the software and hardware within 12 months after the receipt of notification from nShift that such upgrade has been made available to Customer, nShift reserves the right to reduce or remove the service commitment subject to Service Support in Appendix 1. The same applies for critical issues notified to Customer that require Customer to upgrade within a reasonable timeframe.

6 DATA

6.1 The transaction history generated by the Customer using the Service is stored by nShift. Each transaction data produced by the Customer, referred to as Shipment Data, is stored for a minimum of six months. The Customer is entitled, where applicable and at market price, to view Shipment Data for use within the Customer's normal business activities during the Agreement period. The Customer may not transfer Shipment Data to any unauthorised third party or in any other way give such third-party access to or Shipment Data without nShift's prior written consent. If the Shipment data contains information that pertains to an identified or identifiable person, nShift reserves the right to change, block or erase such personal data.

6.2 If the Customer fails to make payment according to Appendix 2 or is in breach of this Agreement, nShift reserves the right to suspend without notification Customer's access to the Shipment Data until all outstanding amounts have been paid. Customer shall have an obligation to remedy all breaches under this Agreement within 30 calendar days written notice, upon which nShift shall have the right to delete Customer's Shipment Data.

6.3　The Customer shall be the owner of all rights in all Shipment Data, excluding any nShift Data as defined below, processed by the nShift. nShift is granted a world-wide, royalty free and unlimited right to use such Shipment Data to the extent this is necessary to deliver the Service as defined in in the Subscription Agreement. By using the Service, information connected with a shipment will be shared with those third parties that are directly involved in each transaction (for example, the relevant carrier, sender, or receiver) and other parties as necessary to carry out the service (for example, customs, authorities, or insurance companies), subject to Clause 12 below. nShift shall make its commercially reasonable best endeavours to kept confidential and be subject to appropriate technical and organizational measures as set out in Clause 7.

6.4　Furthermore, nShift shall have a world-wide, royalty free and unlimited right to use anonymized Shipment Data for developing statistics relating to the services offered through the Service for further development of the Service and for any other purpose. The data base rights in nShift's data bases containing anonymized data from the Customer together with anonymized data from other customers, shall remain with nShift. Shipment data will be anonymized during the process of including the data in a database. nShift shall ensure that any Shipment Data is anonymized in such a way that it is not possible to identify any individual persons, including information about the receiver and shipper.

6.5　nShift will add specific data ("**nShift Data**") to transport information provided by the Customer in connection with the Service. nShift Data may, *inter alia*, include the following information:

- routing information
- transport service specific information
- information about carriers' pickup points or terminals
- unique package, tracking number, parcel number and/or shipment identifiers
- shipment status information
- return reason codes
- customer feedback

nShift Data is developed or otherwise acquired by nShift at substantial investment costs and nShift reserves any and all rights thereto. The Customer may only use nShift Data in connection with the Service within the scope of Customer's normal business activities and may not sell, make available, provide access to or otherwise transfer all or any part of nShift Data, whether in combination with information originally provided by the Customer or not, to unauthorised third parties or in any other way give such third parties access to any part of nShift Data without nShift's prior written consent.

7　CONTROL SYSTEMS AND INFORMATION SECURITY

7.1　nShift is responsible for establishing appropriate security and control systems necessary to prevent unauthorised or otherwise erroneous processes or transactions. Beyond that nShift shall not be held for any unauthorised or otherwise erroneous process or transaction made using the Service. The Customer shall indemnify nShift for any third-party claims in connection with erroneous or unauthorised processes or transactions with regard to the Service.

7.2   In all contacts with nShift with reference to the Agreement the Customer shall be prepared on request to state customer number and provide accurate information about its computer system and its underlying structure, any interruption of service the Customer may be experiencing and the impact this may have on the Customer's business in general.

7.3   The customer number may only be used by the Customer. The Customer is responsible for ensuring that any login information is securely stored to prevent unauthorised access. The Customer shall immediately notify nShift if the login information is lost, disclosed, or becomes known to a third party, or if the Customer otherwise suspects that it is being misused.

7.4   If the Service shall be used to process information from systems belonging to the Customer, or others on the Customer's side, the Customer shall ensure, that information shall be made available in a format as specified by nShift. Details of the current format are available at https://nshift.com/terms-and-conditions or pages that may later supplement or replace this. If the format is not as specified by nShift then the function of the Service cannot be guaranteed. It is up to the Customer to adapt its computer system and internet connections to suit file specifications that have been changed due to changes made by carriers. nShift undertakes, to a reasonable extent and at market price, to assist the Customer with any such adaptation.

8   THE CUSTOMER'S TECHNICAL EQUIPMENT AND INFRASTRUCTURE

8.1   The Agreement is subject to the Customer having appropriate technical equipment and internet connection in order to use the Service normally at all times. This is also applicable when the Service has undergone changes in functionality due to Upgrades, modified security procedures and other developments.

8.2   At the time of delivery, installation, or further development of the Service that nShift has been commissioned to carry out on behalf of the Customer, it is the responsibility of the Customer to ensure that nShift has access to premises, hardware and software, information and anything else necessary for the completion of the task.

8.3   The Customer shall ensure that its technical equipment does not, alone or together with other systems, generate or permit the excess use of the Service to an extent that significantly limits the Service's functionality. In the event of any such excess use, nShift reserves the right to deny the Customer access to the Service, including internet connection to nShift's servers, with immediate effect.

8.4   The Customer is obligated at all times to follow rules for data security that nShift may periodically issue. nShift is entitled to visit the Customer in order to verify that the prescribed security regulations are followed and that the necessary security measures are taken.

9   EDI COMMUNICATION

9.1   The Service may contain functions for managing Electronic Data Interchange (EDI) communication. nShift shall have the right, at its own discretion, to increase or withdraw, partly or fully, support for EDI communication to specific carriers if changes to requirements from carriers or others make this necessary.

9.2   In order to send EDI, the Customer must meet applicable requirements for EDI communication channels, often an Internet connection. Moreover, the Customer must, where applicable, have signed a contract for

EDI communication with the carrier in question. nShift accepts no responsibility if the Service cannot be used due to errors in the Customer's EDI communication and labelling system.

9.3   The Customer shall bear any costs from parties other than nShift that are attributable to the Customer's EDI communication, API calls or similar.

10   SUBSCRIPTION FEE

10.1   The Customer shall pay nShift a fee (hereafter "Subscription Fee") for the use of the Service as defined in the Subscription Agreement, and subject to the payment terms in Appendix 2.

10.2   nShift is not liable to repay any fees to the Customer upon the termination of this Agreement. This also applies to any unutilised part of the Subscription Fee.

10.3   Unless expressly agreed between the parties the Subscription Fee shall be:

        (i) in accordance with nShift's from time to time applicable price list, and nShift shall have the right (a) to increase the Subscription Fees annually, and (b) at any time if subject to changes in public fees, taxes or charges. If, within 14 days of such changes taking effect, the Customer informs nShift in writing of its disapproval of the adjustment, the Agreement shall be cancelled with effect from the date one month after the date on which the Customer's written disapproval were received by nShift. The previous fee(s) shall continue to apply during the notice period.

        (ii) invoiced in advance. Consumption fees or similar expenses will be invoiced in arrears.

        (iii) exclusive of VAT and other general taxes or fees and in the currency set forth in the applicable price list.

        (iv) paid by Customer within 20 days of the invoice date. If there is a delay in payment, late-payment interest shall be charged at an annual interest rate equivalent to the reference rate applied by the European Union (https://ec.europa.eu/growth/smes/sme-strategy/late-payment_en) at any one time, plus eight per cent.

11   INTELLECTUAL PROPERTY RIGHTS

11.1   Except as explicitly provided for in the Agreement no transfer or grant to the Customer of any right or license, other than may be required to carry out the Agreement, is intended. All intellectual property rights, including but not limited to patents, copyrights and know-how remain the sole property of nShift.

11.2   nShift shall be the sole owner of any and all right, title and interest in, to and associated with all materials and results, which are developed by, are a result of, or otherwise accrue through or are associated with the performance of the Service, including any patent, copyright or other intellectual property rights, know-how, trade secrets, inventions, data and other information, without any obligation for nShift to remunerate the Customer therefore. At the same time, nShift reserves the right freely to modify, develop, licence and transfer developments without compensation to or the approval of the Customer. Unless otherwise agreed in writing on a case-by-case basis, nShift shall also be the sole owner of new functionality developed by nShift in the Service which has been suggested, proposed or in other ways communicated by the Customer or any of the Customer's employees, including developments paid completely or partly by the Customer.

11.3 Any information about copyright or any other text about the right of ownership to the Service must not be amended or removed and shall be made clearly visible in the event of any duplication of the Service. The same applies to any corresponding text on any hardware, software or documentation provided by nShift.

12 PROCESSING OF CUSTOMER INFORMATION AND PERSONAL DATA

12.1 nShift and other companies in the nShift group, cooperative partners and contractors to nShift ("nShift Affiliates") reserve the right to use information that the Customer submits in connection with the use of the Service. The information may be used for the operation, maintenance and development of the Service, as well as for the administration of customer contacts, Service Support and information about nShift's other services, market and customer analyses, business and method development, as for statistical purposes.

12.2 By using the Service or complementary, supporting or compensatory functions to the Service, information connected with a transaction will be shared with those third parties that are directly involved in each transaction (for example, the relevant carrier, sender or receiver) and other interested parties as necessary to carry out the Customer's assignment (for example, customs, authorities, insurance companies or credit providers).

12.3 nShift and nShift Affiliates reserve the right to use personal data that the Customer submits in connection with the use of the Service and which is necessary for nShift to process in order for nShift to be able to fulfil the Agreement, fulfil its legal obligations, or which is in the legitimate interests of the Customer or nShift in being able to provide or make use of the Service on reasonable commercial terms and conditions. The personal data may be used to the same extent as other Customer information. However, the personal data will always be handled in accordance with the applicable legislation, good practice and with respect to personal privacy. nShift's processing of personal data on behalf of the Customer is set forth in Appendix 3 (Data Processing Agreement). In the event of any conflict, discrepancy, error or omission the Data Processing Agreement shall take precedence over the Agreement.

12.4 Further information about nShift's processing of personal data is available in nShift's Integrity Policy, available on nShift's website https://nshift.com/terms-and-conditions or on websites or pages that may later supplement or replace this.

13 LIMITATION OF LIABILITY

13.1 Either Party is discharged from its obligations under the Agreement and from any liability to pay damages if that Party's obligations cannot at all be fulfilled, or fulfilled only at an unreasonably high cost, due to war or riot, work stoppages, strike, lockout, blockade, fire, explosion, law or decision of the public authorities, serious disturbance in the telecommunication or data communication or any other such circumstance over which the Party has no control nor could have foreseen. This also applies if a subcontractor engaged by nShift or other party with whom nShift cooperates is prevented from providing the Service due to such circumstances as these.

13.2 nShift shall not be held liable for any damage due to

(a) faults or deficiencies in the Customer's information to nShift at the initial set up of the Service for the Customer;

(b)   errors in connection with the printout of waybills or other similar documents or the transfer of EDI or other data transmitted logistic transport information;

(c)   the Customer's and/or a third party's processing of information received in connection with the Service or the Customer's and/or third party's processing of the Customer's own number series;

(d)   computer virus or malware, DDOS attacks or other similar contamination or interference;

(e)   errors in connection with the transfer of information from or to the Customer or other computer or telecommunications errors;

(f)   errors, service denial or any other interruptions in the Service which is due to a third-party service, such as but no limited to errors, mistakes, interruptions, or other denial of global platform services.

13.3   nShift cannot warrant that the Service is entirely free from minor software errors, so-called bugs. Such absolute freedom from software errors cannot be achieved within the software industry.

13.4   nShift shall not be held liable for any damage due to interruptions in the Service. nShift reserves the right to make planned interruptions in the Service for repairs, upgrades or other improvements. If possible, the Customer will be notified of such interruptions in a reasonable amount of time via www.nshift.com or in the relevant online service, and the interruptions will be done within the indicated service window..

13.5   nShift shall not be held liable for any damage due to any violation of copyright or other intellectual property right if the Customer uses the Service on another market than that on which it is offered or in a manner that is not intended.

13.6   nShift shall not be held liable for any damage due to any damage caused by or attributable to any product or service provided to the Customer free of charge.

13.7   An agreement on transport is entered into between the Customer and a carrier directly. nShift is not party to such agreement and shall not be held liable for a carrier's performance of the agreed transport service. nShift cannot warrant that all services with carriers are being supported in the Service at all times.

13.8   Where one of the parties under the rules of the General Data Protection Regulation has paid compensation to a data subject, the party shall be entitled to claim back from the other party that part of the compensation corresponding to the other party's part of the responsibility for the damage. nShift shall however be liable towards the Customer for damages caused by personal data processing only where nShift has not complied with obligations of the General Data Protection Regulation specifically directed to processors or where it has acted outside or contrary to lawful instructions of the Customer. A party shall be exempt from liability towards the other party if it proves that it is not in any way responsible for the event giving rise to the damage. For other types of damages, each party shall be liable towards the other party for direct, documented loss caused by the other party's breach of its obligations under the Agreement. No party shall be liable towards the other party for any indirect or consequential losses, including but not limited to loss of production, loss of profits, loss of data or loss of business. No party shall be responsible for any losses exceeding the amounts paid by Customer (exclusive of any VAT) under this Agreement for the 12 months preceding the month in which the breach forming the basis for the claim occurred.

13.9 A Party entitled to and seeking indemnification pursuant to the terms of the Agreement (the Indemnified Party) shall promptly, and no later than one month after the Indemnified Party has become, or ought to have become, aware of the circumstance on which the claim is based, give written notice to the other Party (the Indemnifying Party) of any claim for indemnification. If no claim is presented within the time limit, the Indemnified Party forfeits its right to compensation from the Indemnifying Party.

13.10 Any accrued compensation in accordance with this Clause 13 will be deducted from any damages if the damage relates to the same incident.

14.11 Without limiting the foregoing, nShift shall not be responsible for the following losses under the Agreement:

- Additional charges from carrier/freight service suppliers against Customer because of errors in the Service. Errors meaning input data and configuration that has been previously signed off by the customer or moved to production under the instructions from the Customer without testing.

- The difference between the freight costs estimated by the Service and the actual freight costs charged by the freight service suppliers. Freight costs estimated by the Service Hub are based on input data provided by the Customer that has been previously signed off by the customer or moved to production under the instructions from the Customer without testing.

- Any additional costs related to manual work required because of errors or unavailability of the Service. Errors meaning amendments to the Carrier Integration enforced by the Carrier, which was previously a signed off Carrier Integration, by the Customer and/or the Carrier.

14 CONFIDENTIALITY

14.1 The Parties undertakes, without limitation in time, not to personally or through another party disclose confidential information originating from or pertaining to the other Party. Confidential information pertains to all information, be it commercial, administrative, technical or any other kind, regardless of whether the information is documented or not, that the other Party keeps secret and whose disclosure can typically cause that Party considerable damage.

14.2 Information excepted from a Party's obligation to maintain confidentiality is such that

(a) is generally known or becomes generally known by some means other than a Party's breach of the Agreement;

(b) a Party can demonstrate it already had in its possession before it received the information from the other Party;

(c) a Party can demonstrate it received or will received from a third party without being bound by a confidentiality other in relation to said third party;

(d) a Party received with a prior written approval from the other Party to submit to a third party;

(e) is submitted in accordance with a decree from an official agency or court;

(f) is submitted during the course of a mediation or arbitration;

(g)   is submitted to a Party's financial and/or legal advisor on the condition that these advisors are obliged to observe the same level of confidentiality as the Party.

In those cases stated under c) above, the Party is not entitled to disclose to any third party that the same information has also been received from the other Party in connection with the fulfilment of the Agreement.

14.3   Both Parties are obliged to ensure their employees, board members, consultants and other contractors do not disclose confidential information to unauthorised persons. It is thereby incumbent upon each Party to ensure that those persons who may be assumed to come into contact with confidential information observe confidentiality to the same extent that the Party is obliged according to this Section 14.

15   TERMINATION AND SUSPENSION

15.1   Each Party shall have the right to cancel the Agreement with immediate effect if:

(h)   the other Party has neglected to fulfil their obligations in accordance with the Agreement and the breach of agreement is material and that Party does not undertake rectifying measures within thirty calendar days of receiving written reminder of such breach from the first Party stating the nature of the breach; or

(i)   there is good reason to believe that the other Party will discontinue its payments, embark on corporate restructuring or composition negotiations, be subject to an external bankruptcy application or file for bankruptcy, or enter liquidation or otherwise be deemed to have such difficulties in payment that there is good reason to fear that the Party's undertakings under the Agreement will not be rightly performed; or

(j)   the other Party has been declared or can be expected to be declared by national, EU or foreign authorities to have violated such authority's export-control regulations or will not be qualified to acquire, possess or make use of services or products (including technology) that are subject to export-control regulations; or

representatives of the other Party commit a criminal act in connection with the fulfilment of the Agreement.

16   WARRANTY

16.1   nShift warrants that the Service provided will perform substantially in accordance with the functions described in the documentation of the Service, accessible at www.nShift.com, under normal use and circumstances.

16.2   If the Service fails to comply substantially with its written specifications, nShift will make its financially reasonable endeavors to fix the Service, or at nShift's option, refund the fees paid by Customer for the remaining parts of the term. The foregoing shall be Customer's sole remedy and nShifts's sole responsibility for any breach of warranty hereunder. nShift does not make any representations, warranties or guaranties as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the Service or its data or other content to the maximum extent permitted by applicable law.

17 AMENDMENTS AND SUPPLEMENTS

17.1 nShift reserves the right to modify these General Terms and Conditions during the Agreement period. nShift shall inform the Customer of any such amendment within thirty days of it coming into force. If, within 14 days of such information being issued, the Customer informs nShift in writing of their disapproval of the amendment, the Agreement shall be cancelled with effect from one month from the written disapproval coming into the possession of nShift. The previous wording of these General Terms and Conditions shall continue to apply during the notice period. Should the Customer not provide nShift with a written notification of its disapproval of the amendments within the time limit, the Customer shall be considered to have accepted the changes.

17.2 Any amendments or supplements to the Agreement shall be made in writing and duly signed by the Parties in order to be binding.

18 TRANSFER

18.1 nShift reserves the right, without the consent of the Customer, to transfer its rights and obligations under this Agreement to another company within the company group to which nShift belongs.

18.2 The Customer may only transfer, grant sub-licences to, hire out, lend or in any other way permit any party other than the Customer, directly or indirectly, to use or otherwise have access to the Service if nShift has given prior written consent in this respect. If such consent has been given, it is a condition of the transfer that

(a) the new Customer undertakes to be bound by the Agreement (including these General Terms and Conditions), and

(b) the transfer at no time is in breach of national, EU or foreign authorities' regulations concerning the transfer or export of anything that is subject to such transfer.

19 NOTIFICATIONS

19.1 Notifications sent to a Party's most recently notified postal address or e-mail address shall be considered to have been delivered correctly. If a specific contact person has been indicated, the notification to this person shall always be considered to have be conveyed correctly if the correct postal address or e-mail address has been used.

19.2 Notifications from nShift to the Customer shall be considered to have been received by the Customer at the latest three working days after the date they were sent, if they were sent to the Customer's most recently notified postal address.

19.3 Notifications to the Customer from nShift sent by e-mail shall be considered to have reached the Customer at the latest by midnight on the day after the day the notification was sent, provided that nShift has not received any message indicating a failure in the transfer of the notification.

19.4 In addition to that which is stated in this Section 19, general notifications from nShift to the Customer, which concern all or most of nShift's customers, such as address changes, adjustments in subscription fees or alterations to these General Terms and Conditions, shall be deemed transmitted to the Customer when made available at www.nshift.com or other pages that may later supplement or replace them.

19.5   It is the responsibility of the Party changing its postal address or e-mail address to immediately notify the other Party thereof in writing. This also applies to the details of contact persons at the Customer's premises when such change. The Customer shall notify nShift when a contact person at the Customer's premises no longer is authorised to receive notifications. Should either Party fail in this respect that Party shall always be responsible for any damage that may arise due to notifications not reaching it.

20   DISPUTES

20.1   Disputes that arise in connection with the Agreement, including any disputes regarding the existence, validity or termination thereof, shall be finally settled through arbitration administered by Oslo Chamber of Commerce Arbitration Institute (Institutt for Voldgift og Alternativ Tvisteløsning). The rules of simplified arbitration procedure (forenklet voldgift) adopted by the Institute and in force at the time when such proceedings are commenced shall be applied unless the Institute, taking into account the difficulty of the case, the value of the object in dispute and the circumstances in general, decides to apply the Institute's Rules of Arbitration Procedure (Regler for voldgift) in force at the time. In the latter case, the Institute shall also appoint an arbitration tribunal consisting of one or three arbitrators. The venue of arbitration shall be Oslo, Norway. Unless otherwise agreed the language of arbitration shall be English. The Agreement shall be subject to the substantive law of Norway