



Terms of Use

Linkup Client General Terms and Conditions (last updated as noted in the document below).

Last update: August 2025

Linkup Solution is designed, operated and maintained by Linkup Technologies, a French société par actions simplifiée with registered offices located 28 avenue des Pépinières, 94260 Fresnes, France, registered with the Créteil register of commerce and companies under number 930 910 740 (referred to as “Linkup”).

PLEASE READ THESE GENERAL TERMS AND CONDITIONS CAREFULLY BEFORE STARTING TO USE LINKUP SOLUTION. BY USING LINKUP SOLUTION, YOU CONFIRM THAT YOU ACCEPT THESE GENERAL TERMS AND CONDITIONS AND THAT YOU AGREE TO COMPLY WITH THEM. You shall not use nor access Linkup Solution if you do not agree with the General Terms and Conditions or if you are unable to be legally bound by the General Terms and Conditions. If you are an individual entering these General Terms and Conditions on behalf of an entity, you represent and warrant that you have the legal authority to bind that entity to these General Terms and Conditions. You agree and acknowledge that these General Terms and Conditions may be modified by Linkup from time to time at its sole discretion by posting the updated terms on the Platform.

Article 1. Definitions

In these General Terms and Conditions, the following terms shall have the meaning hereafter assigned to them:

Administrators

means Client’s directors, representatives, employees authorized by Client to have access to Linkup Platform, purchase credits and control access by Authorized Users.

Operators

means Administrators and Authorized Users.

Operators Login Credentials

means the login and password used by the Operator to connect to Operator account(s) on Linkup Platform.

Agreement

means the General Terms and Conditions and the Documentation in its latest version made available on the Platform.

Answers

means the answer provided by Linkup Solution to a Client's question on the basis of Linkup AI system.

Authorized Users

means Client's employees, AI agents and services providers authorized by an Administrator to access and use Linkup Platform.

Client

means the entity that agrees to enter into the Agreement, in order to use Linkup Solution to access Open Web Content and/or Answers via Linkup APIs.

Client Data

means any content and data provided by Client to Linkup Product.

Confidential Information

means any information or documents disclosed by either Party to the other Party in connection with the Agreement, whether in writing or orally, including, without limitation, all written or printed materials, marketing documentation, trade secrets, know-how, data, financial or business records, processes, diagrams, flow charts, source or object codes. The Parties

acknowledge that in particular the Solution Data and the Documentation are Confidential Information.

Documentation

means the technical documentation related to Linkup Solution, in particular to Linkup APIs, made available to Client by Linkup through Linkup Platform. The Documentation may be modified by Linkup from time to time at its sole discretion by posting the updated Documentation on the Platform.

Intellectual Property Rights

means all intellectual and industrial property rights anywhere in the world, including, without limitation, any patent, copyright, trademark, trade name, design right, database right, know-how, and any other rights of a similar nature (whether or not capable of protection by registration) and the right to apply for any of them.

License Fee

means the price to be paid by Client to Linkup in return for the right to use and access Linkup Product, as described herein.

Linkup APIs

means the application programming interfaces developed and owned by Linkup, made accessible to Clients.

Linkup Platform or Platform

means the platform developed and owned by Linkup accessible to Clients via a web browser at <https://app.linkup.so>

Linkup Product

means the computer software, including Linkup AI system, Linkup Platform, Linkup APIs and software development kit (SDK) developed by Linkup in order to make available Linkup Solution to Client.

Linkup Solution

means together Linkup Product and Linkup Technical Services, enabling Client to access Open Web Content and/or Answers via Linkup APIs.

Linkup Technical Services

means the technical services, provided by Linkup to the Client, related to the operation of the Linkup Product.

Open Web Content

means the content accessible via the web, verified by Linkup under the conditions provided in article 4.1, and accessed by Client through Linkup Solution and/or used by Linkup to provide Answers, under the terms of this Agreement.

Party

means Client and Linkup, referred to as a “Party” and collectively the “Parties”.

Personal Data

means all Personal Data of Client and Operators, within the meaning of Section 4 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the Protection of Personal Data (hereinafter the “GDPR”).

Solution Data

means data relating to access and conditions of use by Client of Open Web Content and Answers through Linkup Product. Solution Data do not include Open Web Content and Answers themselves.

Term

means the term of the Agreement as set out in article 8.1.

Article 2. PURPOSE OF THE AGREEMENT

The purpose of the Agreement is to define the conditions under which:

Linkup undertakes to make Linkup Solution available to Client and Client undertakes to use Linkup Solution in accordance with the terms of the Agreement;

Client undertakes to use the Open Web Content and Answers in accordance with the terms of the Agreement.

In the event of a contradiction between the contractual documents, these shall apply in the following order of precedence: (i) Specific Terms and Conditions (if any), (ii) the General Terms and Conditions and (iii) the Documentation.

Client agrees and acknowledges that these General Terms and Conditions may be modified by Linkup from time to time at its sole discretion by posting the updated terms on the Platform.

Article 3. DESCRIPTION OF LINKUP SOLUTION

3.1. Presentation of Linkup Solution

Client uses Linkup Solution to call Linkup APIs, which will provide access and/or use Open Web Content.

Linkup Solution provides endpoints such as an answer endpoint: for a given question, the question will be interpreted and read by Linkup Solution to perform semantic search on Open Web Content.

Linkup Solution will provide both (i) the list of relevant sources, i.e. URL links to Open Web Content, where Client has to look in to find the answer to its question or (ii) an Answer to the question based on the relevant sources. The API supports several Answers formats to match different use cases, as defined in the Documentation.

Through Linkup Platform, Client may access API keys in order to access Open Web Content and/or Answers and Client may monitor the use made of Linkup Product by its Operators (i.e. consumption of available API keys).

3.2. Access to Linkup Solution

Administrator account creation on Linkup Platform. To access Linkup Solution, Client shall create an Administrator account on Linkup Platform accessible through its Operator Login Credentials. The Administrator account holds the right to (i) create secondary accounts to give

Authorized Users access to Linkup Platform and (ii) purchase credits granting the right to access Open Web Content and/or Answers.

Other accounts creation on Linkup Platform. Once Administrator account has been created, Administrator can create secondary accounts to grant Authorized Users access to Linkup Platform. At any time, Administrator may request that an Authorized User's access to the Linkup Platform be withdrawn. Client is solely and entirely responsible for the access to Linkup Platform by its Operators.

Access. Each Operator shall have its own Operator Login Credentials which are personal and confidential to access the Platform. Client must take all necessary security measures to protect their confidentiality (in particular by refraining from any communication to third parties). Client is solely responsible for the use of Operator Login Credentials. All access to Linkup Solution made using the Operator Login Credentials is deemed to have been made by Client and therefore commits Client.

3.3. Right to use Linkup Product

Client is granted a personal, non-exclusive, non-transferable and non-assignable right to use Linkup Product worldwide, in accordance with the terms of the Agreement. This license is granted throughout the Term of the Agreement.

Client acknowledges that the use of Linkup APIs, in particular the maximum number of calls to Linkup APIs, may be limited by best practices specified in the Documentation. If Client's excess use of the Linkup APIs over the limit specified in the Documentation impacts the availability of the APIs for other clients, Linkup may temporarily suspend Client access pending a solution to be found between the Parties.

3.4. Linkup Technical Services

Linkup shall put in place the material, organizational and human resources necessary for the proper performance of the Agreement. Linkup undertakes to make its best efforts to ensure Linkup APIs uptime in accordance with the service levels defined in the Documentation. All Linkup Technical Services listed below are included within the price as defined in article 5.1 and shall not involve any additional fee.

Hosting and backup. Linkup hosts and organizes regular backups of Linkup Product and Solution Data on servers located in Europe.

Support. Linkup provides Clients with technical support, available by email at support@linkup.so. Linkup shall make its best efforts to acknowledge receipt of and handle support requests in a timely manner.

Maintenance. Linkup integrates technical updates on an ongoing basis to Linkup Product in order to correct any identified bug and improve Linkup Solution.

Reversibility. Upon termination of the Agreement, for any reason whatsoever, Client may request from Linkup, by email at support@linkup.so, within thirty (30) days from the end of the Agreement, to recover the Solution Data that has been made available by Linkup to Client through the Platform. On receipt of the written request, Linkup undertakes to use its best efforts to allow Client to recover such data in a timely manner and in CSV format. The Parties agree that any additional request is not included in Linkup Technical Services.

Article 4. ACCESS TO OPEN WEB CONTENT AND ANSWERS

4.1. Access and use Open Web Content

Ownership of Open Web Content. All Open Web Content linked through Linkup APIs shall remain the exclusive property of their respective rightsholders. This Agreement shall not be interpreted as an assignment and does not transfer to Client any title or ownership in and to Open Web Content.

No license on Open Web Content – limited prior opt-out check of Open Web Content. Linkup hereby makes it clear that it has not entered into any license agreement with the rightsholders over the Open Web Content linked through Linkup APIs. The sole basis for referencing URL links to Open Web Content through Linkup APIs and using this Open Web Content to provide Answers is the exception for text and data mining provided for in Article 4 of EU Copyright Directive 2019/790. Linkup implements the following state-of-the-art technologies to check that rightsholders have not “opt-out” from text and data mining: robots.txt, TDMRep.

Limited use of Open Web Content under EU Copyright Directive. Client acknowledges and agrees that Open Web Content shall only be used within the limits of the text and data mining exception provided for in Article 3 and Article 4 of EU Copyright Directive 2019/790.

Particularly, Client shall (i) check that the Open Web Content is lawfully accessible; (ii) limit its use of such content to reproduction and extraction for the sole purpose of text and data mining, ie. automated analytical technique aimed at analysing text and data in digital form in

order to generate information which includes but is not limited to patterns, trends and correlations; and (iii) retain Open Web Content for as long as is necessary for the purposes of text and data mining only. Client acknowledges and agrees that it is not authorized to use, including to distribute, Open Web Content for any purpose other than strictly specified above.

4.2. Access to Answers

Ownership of Answers. All Answers given to Client through Linkup Solution shall remain the sole property of Linkup. This Agreement shall not be interpreted as an assignment and does not transfer to Client any title or ownership in and to Answers. The sole right on Answers provided herein is the license granted hereunder.

Right to use Answers. Client is granted a personal, non-exclusive, non-transferable, worldwide right to use, reproduce and modify Answers, for its internal needs and/or for its end-users' internal needs. Client expressly acknowledges and agrees that it is not authorized to use, including to provide or to resell, the Answers for any purpose other than strictly specified above. The Parties undertake to perform this clause in good faith.

4.3. Technical requirements

Client shall ensure that its network and systems comply with the reasonable and relevant specifications provided by Linkup in the Documentation or such reasonable industry standards applicable. Client shall not use any computer software or tool(s) that may hinder the proper functioning of Linkup Solution. Client must report swiftly to Linkup any anomaly to the use of Linkup Product.

Article 5. FINANCIAL CONDITIONS

5.1. Pricing

In consideration of the right to use and access Linkup Solution, Open Web Content and Answers, Client agrees to pay the License Fee under the conditions set forth on the pricing page: [Pricing](#)

All prices are in Euros, exclusive of costs and taxes. Particularly, where applicable, prices are subject to VAT at the rate prevailing at the time of invoicing.

5.2. Payment conditions

Client agrees to pay the License Fee until the Agreement is terminated by either Party under the conditions set forth on the pricing page: www.linkup.so.

If Client does not pay the License Fee, and subject to a written notice sent by email to the address provided by Client which remains without effect during eight (8) days, Linkup reserves the right to suspend Client's access to Linkup Solution until outstanding the License Fee amounts is paid in.

Article 6. INTELLECTUAL PROPRIETARY RIGHTS AND DATA RIGHTS

6.1. Linkup Product

Subject to third-party Intellectual Property Rights, Linkup is and remains the exclusive owner of all Intellectual Property Rights over Linkup Product and the Documentation. The Agreement cannot under any circumstances be interpreted as an assignment and does not transfer to Client any title or ownership of Linkup Product and Documentation. The only right to Linkup Product granted by Linkup to Client according to the Agreement is the right to use described in article 3.3.

Except as expressly provided in the Agreement, Client shall not, directly or indirectly: (i) use Linkup Product for purposes other than those authorised by the Agreement or for the benefit of any other person or entity not referred to in the Agreement, and (ii) reproduce, copy, modify, adapt, transcribe, store, translate, represent, distribute, assign, lease or otherwise transfer Linkup Product, in whole or in part, free of charge or not, for any reason whatsoever.

In the event that Linkup Product or part thereof is likely, according to Linkup, to be the subject of an infringement action, Linkup undertakes, at its sole discretion and expense, to: (i) modify or replace all or part of Linkup Product in order to stop the infringement claim, or (ii) obtain the right to use the elements covered by the infringement claim from the third party owner, without any additional fee to be paid by Client, or (iii) terminate the Agreement under the conditions provided herein.

Linkup shall defend, indemnify and hold Client harmless against any claim incurred as a result of claims, proceedings or legal actions brought against Client by a third party claiming that Client's use of Linkup Product infringes any intellectual property rights of such third party. This warranty does not apply and Linkup is not responsible for any claim or request arising out of: (i) an allegation that does not specifically indicate that the claim is based on Linkup Product; (ii) the use or combination of Linkup Product or part thereof with software, hardware or other elements not developed by Linkup if the use of Linkup Product without this combination would not constitute an infringement, (iii) the modification of Linkup Product by a third party, if

the use of the unmodified Linkup Product would not constitute an infringement, or (iv) an allegation made against Client before the Agreement enters into force or based on actions taken by Client before the entry into force of the Agreement.

The Parties agree that the warranty provided herein is strictly limited to Linkup Product and does not cover Open Web Content, Answers (including third-party large language models used to generate such Answers), nor Solution Data accessed using Linkup Product.

6.2. Solution Data

Linkup is and remains the owner of all Solution Data, which are used by Linkup to enable the provision of Linkup Solution to Client and to improve Linkup Solution.

6.3. Open Web Content

Rightsholders are and remain the exclusive owners of all Intellectual Property Rights over their Open Web Content. The Agreement cannot under any circumstances be interpreted as an assignment and does not transfer to Client any title or ownership on Open Web Content.

Client shall not, directly or indirectly, use Open Web Content for purpose other than text and data mining authorized by Article 4 of EU Copyright Directive 2019/790. Client is also aware that the rightsholders of Open Web Content are entitled to request at any time immediate cease of use their content by expressly reserved by their rights in an appropriate manner, such as machine-readable means in the case of content made publicly available online.

Client acknowledges and agrees that Linkup makes its best efforts to identify, through state-of-the-art technologies (i.e. robots.txt, TDMRep), any reservation of rights expressed by the rightsholders of Open Web Content. Linkup cannot be held responsible in the event of non-detection of a reservation of rights expressed by the rightsholder of an Open Web Content that could not be detected by state-of-the-art technologies (i.e. robots.txt, TDMRep). For example, any reservation of rights expressed by the rightsholder within its terms and conditions and without use of robots.txt or TDMRep will not be detected by Linkup.

Client acknowledges and agrees that Linkup does not provide any warranty in relation with the quality, integrity and lawfulness of Open Web Content. Client shall be solely responsible for any use of Open Web Content that does not comply with Article 4 of EU Copyright Directive 2019/790.

6.4. Answers

Linkup is and remains the exclusive holder of all Intellectual Property Rights in and to the Answers. This Agreement shall not be interpreted as an assignment and does not transfer to Client any title or ownership in and to the Answers.

The sole right granted on the Answers is the license described in Article 4.2. Client is authorized to use, reproduce, and modify Answers solely as integrated into its own products, services, or internal processes.

Client shall not resell, sublicense, or otherwise make available the Answers in a manner that amounts to providing a substantially similar or competing service to Linkup Solution (including, without limitation, acting as a wrapper of the Linkup APIs).

Client acknowledges and agrees that Linkup does not provide any warranty in relation to the quality, integrity, or lawfulness of Answers.

6.5. Client Data

Ownership of Client Data. Client is and remains the owner of all Client Data. This Agreement shall not be interpreted as an assignment and does not transfer to Linkup any title or ownership in and to the Client Data.

Right to use Client Data.

Client grants Linkup a worldwide right to use, reproduce and modify the Client Data, including prompts, for the purposes of providing, maintaining, developing, training and improving the Linkup Solution.

Article 7. LIABILITY AND INSURANCE

7.1. Linkup liability

Exclusion of liability. In no event shall Linkup be held liable to (i) Client in case of improper or fraudulent use of Linkup Solution by Client or a third party to which Client has deliberately or negligently given access to or (ii) any other third party to the Agreement for any damage whatsoever.

The Parties agree that Linkup cannot be held responsible for any claim related to the quality, integrity and lawfulness of Open Web Content and Answers. Client remains solely responsible for its regulatory compliance.

Limitation of liability. Linkup's liability shall be limited to direct, personal, and certain damages. The following damages shall be deemed indirect damages: loss of profits, loss of sales, loss of goodwill, commercial prejudice, the cost of procuring substitute services, loss consecutive to any failure or interruption of the internet or third-party internet connections or infrastructure as well as any loss caused by a virus or other technologically harmful event outside of Linkup's control.

The total liability of Linkup, whether in contract, tort (including negligence) or otherwise shall in no circumstances exceed the lower of (i) a sum equal to 10 000 euros; or (ii) the part of the License fee paid by Client to Linkup during the four (4) months preceding the event giving rise to the liability.

The exclusions referred to under this article shall apply to the fullest extent permissible at law but nothing in this Agreement shall exclude liability for (i) death or personal injury caused by the negligence of Linkup, (ii) fraud or fraudulent misrepresentation, or (iii) any other liability which cannot be excluded by law.

7.2. Client's liability

Client shall bear any consequences and undertakes not to seek Linkup's liability for any malfunction due to the use of Linkup Solution, Open Web Content and Answers by Client and its Operators contrary to the Agreement, the Documentation and any instructions for use provided by Linkup.

Client undertakes to indemnify Linkup against the financial consequences that Linkup may have to suffer in the event of actions or claims directed against Linkup by a third party resulting from Client's use of Linkup Solution, Open Web Content or Answers in breach of the Agreement.

In particular, Client undertakes to indemnify Linkup against the financial consequences that Linkup may have to suffer in the event of actions or claims directed against Linkup by Open Web Content rightsholders, due to Client's use of Linkup Solution, Open Web Content and/or Answers in breach of the Agreement.

7.3. Force majeure

Neither Party will be responsible or have any liability for any delay or failure to perform, to the extent such delay or failure is due to an event of force majeure, defined as: unforeseen

circumstances or causes beyond its reasonable control, earthquake, fire, flood, sanctions, embargoes, strikes, lockouts or other labor disturbances, civil unrest, riots, terrorist or other malicious or criminal acts, war, failure or interruption of the internet or third party internet connections or infrastructure, power failures, acts of civil and military authorities and severe weather.

The affected Party will give the other party prompt written notice (when possible) of the failure to perform and use its reasonable efforts to limit the resulting delay in its performance.

7.4. Insurance

Linkup and Client have taken out the necessary insurance policies to cover the risks associated with carrying out their activities. They undertake to provide supporting documents upon request.

Article 8. TERM AND TERMINATION

8.1. Term of the agreement

The Agreement comes into force on the date of acceptance of the Agreement by the Client and shall remain active until terminated by either Party, under the conditions described below.

8.2. Suspension and termination

Suspension. In the event of use of the Linkup Solution by Client that is contrary to the conditions set out in the Agreement, particularly any use that is (i) illegal, or (ii) likely to alter the functioning of the Linkup Solution, or (iii) in breach of third party rights on Open Web Content, or (iv) in breach of Linkup rights on Answers or (v) an infringement of the Linkup Product, Linkup may immediately suspend access to the Linkup Solution by Client.

Termination for default. In the event of a breach by either Party of any of its obligations under the Agreement, the other Party may terminate the Agreement where the defaulting Party fails to cure or provide the other Party with a plan for curing said breach within thirty (30) days after receipt of a written notification sent via registered letter with acknowledgment of receipt.

Termination for convenience. At any time, each Party may terminate this Agreement for convenience and without cause, upon providing the other Party with thirty (30) days prior written notice. To terminate the Agreement, the Party shall notify the termination to the other party by email or via registered letter with acknowledgment of receipt.

8.3. Effects of termination

In the event of termination of the Agreement, for any reason whatsoever:

Client shall immediately cease using Linkup Product;

Client shall immediately cease using Answers;

Client shall pay all amounts due to Linkup;

Each Party shall return or delete all Confidential Information obtained during the execution of the Agreement within two (2) months after termination of the Agreement;

Client may request that Linkup returns the Solution Data that has been made available by Linkup to Client through the Platform, under the conditions set forth under article 3.4.

Notwithstanding any termination of the Agreement for any reason, the obligations of the Parties under the clauses “Intellectual Proprietary Rights and Data Rights”, “Financial Conditions”, “Liability and Insurance”, “Confidentiality”, “Personal Data” and “Dispute Resolution and Governing Law”, shall remain in full force and effect, as the case may be, in accordance with the terms and conditions specified in said clause.

Article 9. CONFIDENTIALITY

9.1. Obligation of confidentiality

Throughout the Term of the Agreement and for a period of two (2) years from the end of the Agreement for any reason whatsoever, the Parties agree to (i) guarantee the confidentiality of the other Party's Confidential Information in the same way as they protect the confidentiality of their own Confidential Information, (ii) only disclose and authorise the internal use of the Confidential Information to their employees, agents and/or representatives (and any authorised subcontractor) who strictly need to know such Confidential Information for the performance of the Agreement and who are bound by a written agreement protecting such Confidential Information under conditions at least equivalent to this Agreement; (iii) not to copy, reproduce, duplicate or use the other Party's Confidential Information for any reason other than in connection with the performance of the Agreement; (iv) not to disclose the Confidential Information of the other Party to a third party, in any manner whatsoever (including verbally), for any reason whatsoever, without the prior written consent of that other Party, (v) not to use the Confidential Information directly or indirectly to obtain any commercial

advantage whatsoever over the other Party in the event of the termination of the Agreement for any reason whatsoever.

It is understood between the Parties that the Confidential Information does not include information in respect of which one Party can demonstrate it is (i) in the public domain, (ii) was known by one Party prior to its disclosure to the other Party, (iii) was independently developed by one Party without breach of any obligation due to the other Party; or (iv) was received from a third party without breach of any obligation due to the other Party or disclosed by mutual agreement between the Parties.

All Confidential Information sent by each of the Parties to the other Party must be destroyed within fifteen (15) days upon request. If a Party is required by law to disclose the other Party's Confidential Information, it shall inform the other Party in advance (to the extent legally permitted) and undertakes to provide it with reasonable assistance if that Party wishes to challenge such disclosure.

Each Party agrees that any breach of this article may cause damage to the other Party which shall be entitled to obtain compensation from a court of competent jurisdiction.

9.2. Commercial references and advertising

By way of exception to the above Article 9.1, during the Term of this Agreement, each Party may publicly refer to the other Party as a client or provider and may use the other Party's name, trade name and main logo (whether registered as a trademark or not) orally and in written commercial materials, including on their websites in connection therewith. The Parties agree that such commercial reference shall be strictly limited to the reproduction of such signs and the information of a commercial relationship between the Parties.

The Parties may also agree to issue a mutually agreed to and approved joint press release announcing the relationship. The Parties may also participate in other marketing and referral activities as may be mutually agreed, such as a presentation of the activity of the other Party.

In any case, each Party undertakes not to damage the image, reputation and more generally the rights of the other Party.

Article 10. Personal Data

The Parties undertake to comply with the regulations applicable to the processing of Personal Data, including the GDPR.

Client acts as data controller and Linkup acts as a data processor for the processing of Personal Data through the Linkup Solution. As a data processor, Linkup acts solely on behalf of and under the instructions of Client within the strict scope of the Agreement. The Personal Data processed by Linkup are data related to Client's Operators: name and email.

As a processor of Personal Data, Linkup undertakes to:

process Personal Data only for the purpose of providing Linkup Solution and in accordance with the Client's instructions. If Linkup considers that an instruction constitutes a violation of the applicable regulations, it shall immediately inform Client thereof;

to the extent possible, assist Client in fulfilling its obligation to respond to requests to exercise the rights of data subjects, it being noted that Client remains solely responsible for the management of the exercise of the rights of the data subjects and for their information at the time of collection of Personal Data;

notify Client within twenty-four (24) hours of any Personal Data breach within the meaning of the applicable regulations. Such notification shall be accompanied by any relevant documentation to enable Client, if necessary, to notify the breach to the competent supervisory authority;

take all necessary precautions to preserve the confidentiality and security of the Personal Data it processes and, in particular, prevent it from being distorted, damaged or communicated to unauthorised third parties, and more generally, implement appropriate technical and organisational measures;

assist Client in carrying out impact assessments and consultations, questions, requests or due diligence by the competent supervisory authority, for example by providing useful information on the Linkup Solution;

provide Client with the necessary documentation to demonstrate compliance with all of its obligations;

return any Personal Data at the end of the Agreement or delete it, unless there is a legal obligation for Linkup to retain such Personal Data;

inform Client if Linkup is required by a judicial or administrative authority to provide access to the Personal Data, unless applicable law prohibits such disclosure for reasons of material public interest.

Linkup acts as data controller for the sole processing of Personal Data (name, email, phone number) of Client's employees or contractors involved in the negotiation and management of the Agreement. Linkup processes such Personal Data for the purpose of managing its contractual relationship with the Client on the legal basis of the pre-contractual relationship and the performance of the Agreement. For more information, see Linkup Privacy Policy accessible at [Privacy Policy](#).

Article 11. DISPUTE RESOLUTION AND GOVERNING LAW

The Agreement is governed by French Law. In case of difficulty relating to the interpretation and/or performance of the Agreement, the Parties undertake to cooperate in good faith with a view to finding an amicable solution to their dispute. Any dispute in relation to the Agreement shall be submitted - failing amicable agreement - to the competent courts of Paris, France.

Article 12. GENERAL

Compliance. Each Party shall comply with all applicable laws and regulations regarding the general conduct of business including without limitation all relevant anti-corruption and anti-bribery laws.

Notices. All notifications required by the Agreement shall be made, unless expressly stated otherwise, via email. For Linkup, emails shall be sent at support@linkup.so.

Entire Agreement. The Agreement constitutes the entire understanding of the Parties and supersedes any prior written or oral agreement, express or implied. It represents the sole will of the Parties.

Subcontracting. Linkup reserves the right to subcontract all or part of its obligations under the Agreement to the subcontractor of its choice. Linkup remains solely responsible for the performance of the entire Agreement.

Assignment. This Agreement may not be assigned or transferred by a Party to a third party without the prior written consent of the other Party, except in the event of a merger, absorption resulting in the disappearance of Linkup or the Client, or in the event of a change of control of Linkup or the Client. In this case, the Agreement shall continue for the remaining period between Client or the legal entity that may replace the Client and Linkup or the legal entity that may replace Linkup. In any of these cases, notification of the other Party is mandatory.

Severability. If any one of the provisions of the Agreement proves to be null and void with regard to a rule of law in force or a court decision which has become final, it shall then be deemed unwritten, without however entailing the invalidity of the Agreement or altering the validity of its other provisions.

No Waiver. The fact that a Party does not claim the application of any provision of the Agreement or tolerate its non-performance on a temporary or permanent basis, may under no circumstances be interpreted as a waiver by that Party to exercise the rights it holds hereunder.

Independence of the Parties. No provision of the Agreement can be interpreted as establishing a collaboration between the Parties, and Client must comply with the defined terms and conditions and shall hold Linkup harmless against any claim by a third party concerning damage, losses or costs incurred as a result of Client's failure to comply with the aforementioned obligations.

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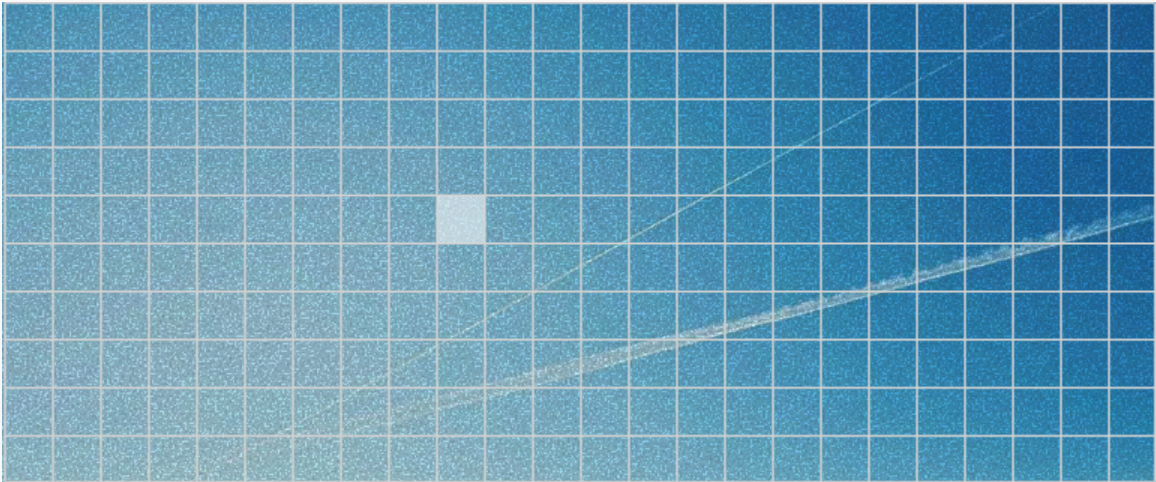
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