

Uber for Business Dashboard General Terms and Conditions - International Terms

These Uber for Business General Terms and Conditions ("General Terms") are hereby accepted and agreed to by the company identified within the Uber for Business sign-up process ("Company"), and constitute a legally binding agreement by and between Company and Uber B.V., a private limited liability company incorporated under the laws of the Netherlands with a company registration number of 56317441 and registered address of Burgerweeshuispad 301, 1076 ER Amsterdam ("Uber"). These General Terms set forth the terms and conditions under which Company may establish an Uber for Business corporate account ("Corporate Account"), which Uber makes available to Company through the Dashboard in connection with one or more U4B Product, as set forth herein. Company's access to and use of the Dashboard in connection with any U4B Product is subject to these General Terms and each applicable Product Addendum, as may be modified or updated by Uber from time to time, effective upon posting an updated version of these General Terms and/or the applicable Product Addendum on the Uber website. Uber will provide Company with notice of any such modifications or updates via email, through the Dashboard, or by updating the date at the top of these General Terms or the applicable Product Addendum. Company is responsible for updating contact information through the Dashboard and regularly reviewing the Dashboard, General Terms and any applicable Product Addendum for updates and information from Uber. Continued use of the Uber Service or any U4B Product after any such modifications or updates shall constitute Company's consent to such changes. Capitalized terms used but not otherwise

defined in the General Terms shall have the respective meanings ascribed to such terms in the applicable Product Addendum.

1. Definitions.

The following terms, as may be used in the Agreement, shall have the meanings set forth below:

“Affiliate” means an entity that, directly or indirectly, controls, is under the control of, or is under common control with a party, where control means having more than fifty percent (50%) of the voting stock or other ownership interest, the majority of the voting rights of such entity, the ability to ensure that the activities and business of that entity are conducted in accordance with the controlling entity’s wishes or the right to receive the majority of the income of that entity on any distribution by it of all of its income or the majority of its assets on a winding up of that entity.

“Authorised User” shall mean an individual authorised to use and link to Company’s Corporate Account, or an individual that is authorised to use Uber Services in connection with the Corporate Account, and such term is used in each applicable Product Addendum.

“Dashboard Data” is defined in Section 4.1 of these General Terms and further includes any Personal Data provided by Uber to Company in connection with this Agreement whether through the Dashboard or otherwise.

“Data Protection Law” means all laws and regulations applicable to the personal data under the Agreement, including as applicable the laws and regulations of the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom, including the EU General Data Protection Regulation (2016/679) (GDPR).

“End User Terms” shall mean the terms and conditions applicable to all users of the Uber Service, available at www.uber.com/legal, as may be updated by Uber from time to time.

“Personal Data” means any information in connection with this Agreement that can reasonably be used to identify an individual, or that may otherwise be considered personal data.

“Service Fee” shall mean the service fees applicable to User Charges and/or Company’s use of the Uber Services, if any, as set forth in a Product Addendum or otherwise agreed to between Uber and Company.

“Uber App” shall mean Uber’s mobile application or mobile website m.uber.com required for use of the Uber Service, as may be updated by Uber from time to time.

“Uber for Business” means Uber’s suite of enterprise products, which allow business customers to access Uber Services for business purposes.

“Uber Service” shall mean Uber’s technology service that, when used in conjunction with the Uber App, or the Dashboard, as applicable, enables users and Administrators to request ground transportation, logistics and/or delivery services from independent third-party providers.

“User Charges” shall mean charges incurred by Authorised Users or Administrators, as may be the case, for transportation, logistics or other services obtained through the use of the Uber Service, including any applicable tolls, foreign transaction fees, taxes, and any other fees or charges that may be due for a particular use of the Uber Service.

The terms “controller”, “data subject”, “personal data”, “processing” and “processor” as used in this Agreement have the meanings given in the GDPR.

2. U4B Products; Incorporation.

2.1. In connection with Company’s acceptance of these General Terms, Company may also elect to utilize one or more of the following Uber for Business products: U4B Travel, Uber Vouchers, Uber Central, U4B Eats and Uber Gift Cards (each, a “U4B Product”).

Company may elect to utilize a U4B Product when creating a Corporate Account or at any time during the Term. By electing to use a U4B Product, Company agrees to accept the relevant additional U4B Product terms for such U4B Product (each, a “Product Addendum”).

Companies wishing to utilize U4B Travel are doing so by agreeing to these [terms](#).

Companies wishing to utilize Uber Vouchers are doing so by agreeing to these [terms](#).

Companies wishing to utilize Uber Central are doing so by agreeing to these [terms](#).

Companies wishing to utilize U4B Eats are doing so by agreeing to these [terms](#).

Companies wishing to utilize U4B Gift Cards are doing so by agreeing to these [terms](#).

Please select the applicable country from the "Select jurisdiction" dropdown menu at the top of the Product Addendum.

2.2. Company's election to utilize a particular U4B Product neither obligates nor restricts Company from utilizing any other U4B Product. Any Product Addendum accepted and agreed to by Company is hereby expressly incorporated herein and constitutes part of these General Terms (these General Terms and any such Product Addenda, collectively, the "Agreement").

3. Term and Termination.

This Agreement shall commence upon Company's acceptance of the Agreement and shall remain in effect until terminated as set forth herein (the "Term"). Either party may terminate this Agreement or any Product Addendum with or without cause upon five (5) days' advance written notice to the other party. Termination of one Product Addendum shall not terminate any other Product Addendum then in effect. All Product Addenda shall automatically terminate upon the termination of these General Terms. All outstanding payment obligations and Sections 1, 3, 5, 7, 8, 10-12 of these General Terms shall survive the termination of this Agreement.

4. Account Administration.

4.1 Company Dashboard and Access to U4B Products.

Upon execution of this Agreement, Uber will establish Company's Corporate Account that will enable Company to access Uber's browser-based online dashboard for Uber for Business, which includes access to each U4B Product that a Company has agreed to utilize through a Product Addendum ("Dashboard"). Uber's contact with Company shall be by way of any individual representative designated by Company as an "administrator" through the Dashboard ("Administrator"). In addition to the Dashboard features described in an applicable Product Addendum, the Dashboard will enable Company to (a) view each U4B Product Company has accepted and agreed to utilize through a Product Addendum; (b) view detailed trip or other service information, which may include, depending on the U4B Products being used, without limitation,

Authorized Users' name together with status, pickup address, drop off address, distance, duration, fare amount, service type, trip ID, restaurant name, delivery address, delivery time, User Charges, expense memo, and driver data (e.g. first name, telephone number, vehicle and license plate) ("Dashboard Data"), (c) prepare and review activity reports using such Dashboard Data, (d) add and remove Administrators, (e) manage and update the Company credit card on file, (d) review and manage payment statements, and (e) settle outstanding balances on the Corporate Account. Uber reserves the right to add, remove and update features and functionality of the Dashboard at any time. Uber agrees to use commercially reasonable efforts to provide the Dashboard to Company as set forth herein.

4.2 Administration.

Company may appoint additional Administrators at its discretion. Company agrees to (a) maintain all Dashboard login credentials in confidence, (b) only permit an authorized Administrator to access the Dashboard, and (c) update as necessary all information of the lead Administrator and other authorized Administrators to ensure that it is current, accurate, and complete. Company shall be responsible for all activity that occurs under its Dashboard login credentials.

4.3 Authorized User and Administrator Updates.

It is Company's sole responsibility to keep and maintain an accurate list of current Authorized Users and Administrators authorized to bill User Charges to Company's Corporate Account for each separate U4B Product. Uber may review the current list of Authorized Users and Administrators, as may be the case, from time to time via the Dashboard to maintain and support the Uber Service and to ensure compliance with this Agreement.

4.4 Responsibility for User Activity.

Company agrees that (a) Company is responsible for all User Charges incurred by Authorized Users and Administrators via the Corporate Account, regardless of whether or not such User Charge was authorized by Company and (b) User Charges may be subject to price changes at any time, including without limitation, occasional increases during periods of high demand as further described in the End User Terms. Further, Company agrees that Uber shall not be responsible for User Charges incurred by an Authorized User or Administrator, as may be the case, after Company has attempted removal of such Authorized User or Administrator from the Corporate Account to the

extent Company provides incomplete or inaccurate Authorised User or Administrator removal information via the Dashboard. Finally, as between Company and Uber, Company shall be responsible for the User Charges incurred due to fraudulent or other unpermitted activity on the part of an Authorised User's or Administrator's use of the Corporate Account to access Uber Services. Company shall notify Uber promptly upon discovery of fraudulent or unpermitted activity occurring under Company's account.

4.5 Restrictions.

Company agrees to use the Corporate Account and Dashboard solely as set forth in this Agreement. Company shall not, and shall not authorise others to, (a) decompile, disassemble, reverse engineer or otherwise attempt to derive the source code or underlying technology, methodologies or algorithms of the Dashboard, Uber Service, Uber App, except to the extent allowed by applicable law, (b) sublicense, lease, rent, sell, give, or otherwise transfer or provide the Uber Service or Uber App to any unaffiliated third party, (c) upcharge, increase or otherwise modify the User Charges for any usage of the Uber Service or (d) impose any additional fees or charges on an Authorised User related to use of the Dashboard or the Uber Service. Uber reserves all rights not expressly granted to Company or a third party, including Authorised Users, under this Agreement.

5. Fees and Monthly Billing.

5.1 User Charges and Service Fees.

User Charges and Service Fees applicable for each U4B Product shall be as set forth in the applicable Product Addendum.

5.2 Billing Options.

5.2.1 Monthly Billing.

Subject to terms and conditions of each applicable Product Addendum, Uber may, in its sole discretion, elect to qualify Company to receive, and Company may then elect to pay for User Charges and Service Fees on a monthly basis incurred in connection with the applicable U4B Product ("Monthly Billing"). If Company participates in Monthly Billing, Uber will bill Company Service Fees and User Charges for the applicable U4B Products monthly (each, a "Monthly Statement"). All fees under each Monthly

Statement shall be paid in full by Company within thirty (30) days of receipt of such Monthly Statement.

5.2.2 Non-Monthly Billing.

If Company does not participate in Monthly Billing, User Charges and Service Fees will be paid in accordance with the applicable Product Addendum.

5.2.3 Taxes.

Unless otherwise indicated on a receipt, all Service Fees and User Charges, each to the extent applicable, are exclusive of applicable taxes, and Company agrees to be responsible for the payment of any such taxes assessed on such Service Fees and User Charges, including, but not limited to, all sales, use, VAT or similar taxes, except for taxes based on Uber's income. All payments shall be processed in the local currency applicable to the geography of the Authorised User's applicable ride except in certain instances when Uber may process foreign transactions in United States dollars. All payments are nonrefundable except as may be expressly provided otherwise herein. Each party shall be responsible for its costs and expenses associated with its performance under this Agreement.

6. Proprietary Rights.

6.1 License to Marks; Restrictions.

The term "Marks" shall mean the trademarks, service marks, trade names, logos, slogans and other identifying symbols and indicia of Company ("Licensor"). Company hereby grants Uber ("Licensee"), solely during the Term, a limited, royalty-free, non-exclusive, non-transferable, non-assignable license, without the right to sublicense, to use and display the Licensor's Marks. All use of a Licensor's Marks by Licensee will be in the form and format approved by Licensor, and Licensee will not otherwise use or modify Licensor's Marks without Licensor's prior written consent. All goodwill related to Licensee's use of Licensor's Marks shall inure solely to the benefit of Licensor. Marks will at all times remain the exclusive property of Licensor. Except as expressly set forth herein, Licensor does not, and shall not be deemed to, grant Licensee any license or rights under any intellectual property or other proprietary rights. All rights not granted herein are expressly reserved by Licensor. Company hereby grants Uber the right to display Company's Marks throughout the Term in accordance with this Section: (i) on Uber's website, and (ii) in any list of companies describing with

whom Uber has engaged in similar marketing or promotional activities, as long as such list includes at least two other companies and such use is in compliance with Company's brand guidelines, if any. This right to use Company's Marks shall not require prior written approval and shall continue after this Agreement is terminated, unless Company provides Uber with written notice that Company is terminating such right.

6.2 No Development.

EACH PARTY ACKNOWLEDGES AND AGREES THAT THERE SHALL BE NO DEVELOPMENT OF TECHNOLOGY, CONTENT, MEDIA OR OTHER INTELLECTUAL PROPERTY BY EITHER PARTY FOR THE OTHER PARTY PURSUANT TO THIS AGREEMENT. Any development activities relating to any technology, content, media or other intellectual property must be the subject of a separate written agreement between Uber and Company prior to the commencement of any such activities.

6.3 Ownership.

Uber and its Affiliates are and shall remain the owners of all right, title and interest in and to the Dashboard, Uber Service, Uber App, and Dashboard Data including any updates, enhancements and new versions thereof, all data related to the use of the Dashboard and Uber Services, and all related documentation and materials provided or made available to Company or any proposed or current Authorised User in connection with this Agreement.

6.4 No Publicity.

Other than as expressly set forth herein, neither party may use or reference the other party's name, logo, trademarks or service marks in a press release or otherwise without the prior consent of such other party in each instance.

7. Confidentiality.

The term "Confidential Information" shall mean any confidential or proprietary business, technical or financial information or materials of a party ("Disclosing Party") provided to the other party ("Receiving Party") in connection with the Agreement, whether orally or in physical form. However, Confidential Information shall not include information (a) previously known by Receiving Party without an obligation of confidentiality, (b) acquired by Receiving Party from a third party which was not, to

Receiving Party's knowledge, under an obligation of confidentiality, (c) that is or becomes publicly available through no fault of Receiving Party, or (d) that Disclosing Party provides written permission to Receiving Party to disclose, but only to the extent of such permitted disclosure. Receiving Party agrees that (a) it will use Confidential Information solely for the purposes permitted under this Agreement and (b) it will not disclose the Confidential Information to any third party other than Receiving Party's employees or agents who are bound by obligations of nondisclosure and restricted use at least as strict as those contained herein. In the event Receiving Party receives a subpoena, administrative or judicial order, or any other request for disclosure of any Confidential Information of Disclosing Party, Receiving Party will give Disclosing Party prompt written notice of such subpoena, order or request and allow Disclosing Party to assert any available defenses to disclosure. Receiving Party will protect the Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information, but in no event using less than a reasonable standard of care.

8. Privacy and Data Security.

8.1 Roles of Parties.

Each party is an independent controller of the Dashboard Data. Company will only process Dashboard Data for administrative purposes, to manage access control and for activity review purposes.

8.2 Compliance with Data Protection Laws.

Each party shall comply with the obligations applicable to it under the Data Protection Law with respect to the processing of Personal Data.

8.3 Restrictions.

Company agrees that any Dashboard Data obtained in connection with this Agreement shall be used: (i) solely for the purposes set forth in Section 8.1 of these General Terms, or in connection with the use of the Uber Service, and for no other purpose, unless expressly authorised in writing by Uber, and (ii) in accordance with the purposes communicated to the data subjects. Company shall not use Dashboard Data in any way that harms Uber or that benefits a competitor of Uber. Company agrees that it shall not disclose Dashboard Data to any third parties, except as necessary for the

purposes set forth herein. Company shall not rent or sell Dashboard Data for any purpose.

8.4 Security.

Company shall implement appropriate technical and organizational measures to protect Dashboard Data against unauthorised or unlawful processing and against unauthorised loss, destruction, damage, alteration, or disclosure, as well as any breach of Company's security measures ("Information Security Incident").

8.5 Notification.

Company shall promptly notify Uber in the event that Company learns or has reason to believe that an Information Security Incident has occurred in relation to Dashboard Data. This notification includes at least: (1) the nature of the breach of security measures; (2) the potentially compromised personal data and data subjects; (3) the duration and expected consequences of the Information Security Incident; and (4) any mitigation or remediation measures taken or planned in response to the Information Security Incident. Upon any such discovery, Company shall (a) take all reasonable steps to investigate, remediate, and mitigate the effects of the Information Security Incident, and (b) provide Uber with assurances reasonably satisfactory to Uber that such Information Security Incident will not recur. Additionally, if and to the extent any Information Security Breach occurs as a result of an act or omission of Company, and if Uber determines that notices (whether in Uber's or Company's name) or other remedial measures are warranted, Company shall, at Uber's request and at Company's cost and expense, undertake the aforementioned remedial actions.

8.6 Data Transfers.

To the extent this Agreement involves the transfer of Dashboard Data to a jurisdiction outside the EEA, Company agrees that the Standard Contractual Clauses, as specified on <https://www.uber.com/fr/en/blog/exhibit-a/> ("Exhibit A"), shall apply.

8.7 Product Addenda.

The specific privacy and data-related provisions for each U4B Product are included in the applicable Product Addendum.

8.7 Communications.

See section 12.3 of these General Terms.

9. Warranties; Disclaimer.

9.1 Mutual Warranties.

Each party hereby represents and warrants that (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder, (b) such party's acceptance of this Agreement, as well as such party's performance of the obligations set forth in this Agreement, does not and will not violate any other agreement to which such party is a party, and (c) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin.

9.2 Company Warranties.

Company represents and warrants that (a) Company has all rights and consents, where necessary, to provide Uber with the Company Personal Data and any other information provided to Uber hereunder, (b) Company will use Dashboard Data solely for legitimate business purposes including business expense, processing, accounting, and budgeting purposes, (c) is in compliance and shall remain in compliance during the Term, with all applicable local, city, state, federal, national, and international laws, rules and regulations, including those relating to data protection, privacy, identity theft, data breach, consumer protection, and data security, and any applicable industry standards relating to privacy and data security; (d) Company will only share and provide access to Dashboard Data to Company personnel who have a business need to access such Dashboard Data, (e) Company will not disclose Dashboard Data to any third party, unless expressly authorised in writing by Uber, and who are in each case bound by privacy and security obligations regarding Dashboard Data at least as restrictive as those contained herein (f) Company will not rent or sell Dashboard Data for any purpose not authorised by Uber, (g) Company will not use Dashboard Data in any way that harms Uber or benefits a competitor of Uber, (h) Company's Marks as may be provided to Uber pursuant to this Agreement will not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party and (h) that Company is not a government or quasi-government entity, or otherwise owned, controlled by, or created by a government entity. Company hereby represents that the individual clicking to accept these General Terms is authorised by Company to bind, and does hereby bind, Company to the terms hereof.

9.3 Disclaimer.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, UBER PROVIDES THE UBER SERVICE, UBER APP “AS IS” AND WITHOUT WARRANTY. UBER DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE DASHBOARD, UBER SERVICE, AND UBER APP WILL MEET COMPANY’S REQUIREMENTS OR THAT THE OPERATION OF THE DASHBOARD, UBER SERVICE, AND UBER APP WILL BE UNINTERRUPTED OR ERROR FREE. UBER HEREBY DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, (A) ANY IMPLIED OR STATUTORY WARRANTIES COVERING THE DASHBOARD, UBER SERVICE, AND UBER APP, AND (B) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY ACKNOWLEDGES AND AGREES THAT THE UBER SERVICE IS A TECHNOLOGY SERVICE THAT ENABLES ACCESS TO REQUEST ON-DEMAND GROUND TRANSPORTATION AND LOGISTICS SERVICES PROVIDED BY INDEPENDENT THIRD-PARTY PROVIDERS. UBER IS NOT A TRANSPORTATION OR LOGISTICS PROVIDER. UBER DOES NOT GUARANTEE AVAILABILITY OF TRANSPORTATION OR LOGISTICS SERVICES, ON-TIME ARRIVALS OR DEPARTURES THEREOF, OR ANY OTHER SERVICES LEVELS RELATED TO INDEPENDENT TRANSPORTATION OR LOGISTICS PROVIDERS THAT MAY BE OBTAINED VIA THE UBER SERVICE.

10. Indemnification.

10.1 Company (the “Indemnifying Party”) will indemnify, defend and hold harmless Uber (the “Indemnified Party”), its Affiliates and their respective directors, officers, employees, agents, successors and assigns against all claims, damages, losses and expenses (including reasonable outside attorney fees) with respect to any third-party claim arising out of or related to (a) a breach (or claim that, if true, would be a breach) of any of the Indemnifying Party’s representations or warranties in this Agreement or any Product Addendum, or (b) the infringement of a third party’s intellectual property rights by the Indemnifying Party’s Marks, but only if such Marks have been used by the Indemnified Party in the manner approved by the Indemnifying Party.

10.2 The Indemnified Party shall provide prompt notice to the Indemnifying Party of any potential claim subject to indemnification hereunder. The Indemnifying Party will assume the defense of the claim through counsel designated by it and reasonably acceptable to the Indemnified Party. The Indemnifying Party will not settle or compromise any claim, or consent to the entry of any judgment, without written

consent of the Indemnified Party, which will not be unreasonably withheld. The Indemnified Party will reasonably cooperate with the Indemnifying Party in the defense of a claim, at Indemnifying Party's expense.

11. Limits of Liability.

OTHER THAN WITH RESPECT TO (i) A PARTY'S INDEMNIFICATION OBLIGATIONS, (ii) DAMAGES ARISING FROM EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION 7 HEREIN, OR, (iii) DAMAGES ARISING FROM EITHER PARTY'S BREACH OF THE REPRESENTATIONS OR WARRANTIES SET FORTH IN SECTION 9 HEREIN, (A) IN NO EVENT SHALL UBER OR COMPANY BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF BUSINESS OR PROFITS (WHETHER DIRECT OR INDIRECT), SUFFERED BY THE OTHER PARTY OR ANY THIRD PARTY COLLECTIVELY ARISING OUT OF THIS AGREEMENT AND ALL PRODUCT ADDENDUM, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF UBER OR COMPANY (OR THEIR AGENTS) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (B) IN NO EVENT SHALL EITHER PARTY BE LIABLE COLLECTIVELY UNDER THIS AGREEMENT AND ALL PRODUCT ADDENDUM FOR ANY DIRECT DAMAGES IN AN AMOUNT EXCEEDING THE GREATER OF (X) FIFTY THOUSAND DOLLARS (\$50,000), AND (Y) THE TOTAL AMOUNTS PAID OR PAYABLE BY COMPANY TO UBER HEREUNDER IN THE TWELVE MONTHS PRECEDING THE INCIDENT THAT GAVE RISE TO THE LIABILITY.

12. General.

12.1 This Agreement shall be governed by and construed in accordance with the laws of the Netherlands without regard to its choice or conflict of laws provision. The District Courts of Amsterdam have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement).

12.2 Any notice required or permitted to be delivered to Company by this Agreement shall be posted to the Company's Dashboard or sent to the email address that Uber has on file for Company. Any notice required or permitted to be delivered to Uber by this Agreement shall be submitted via business-support@uber.com.

12.3 The failure of either party to enforce, at any time or for any period of time, the provisions hereof, or the failure of either party to exercise any option herein, shall not be construed as a waiver of such provision or option and shall in no way affect that party's right to enforce such provisions or exercise such option.

12.4 In the event any provision of this Agreement, or any Product Addendum, is determined to be invalid or unenforceable by ruling of an arbitrator or court of competent jurisdiction, the remainder of this Agreement (and each of the remaining terms and conditions contained herein) shall remain in full force and effect. Any delay in or failure by either party in performance of this Agreement, or a Product Addendum, shall be excused if and to the extent such delay or failure is caused by occurrences beyond the control of the affected party including, but not limited to, decrees or restraints of Government, acts of God, strikes, work stoppage or other labor disturbances, war or sabotage (each being a "Force Majeure Event"). The affected party will promptly notify the other party upon becoming aware that any Force Majeure Event has occurred or is likely to occur and will use commercially reasonable efforts to minimize any resulting delay in or interference with the performance of its obligations under the applicable agreement.

12.5 This Agreement and each of the Product Addendum may not be assigned, in whole or in part, by a party without the prior written consent of the other party, provided that each party may assign this agreement, upon notice to the other party, to (a) an Affiliate of such party, or (b) in connection with the sale of all or substantially all of such party's equity, business or assets. Subject to the foregoing, this Agreement and all of the Product Addendum shall be binding upon and shall inure to the benefit of each party hereto and its respective successors and assigns.

12.6 Nothing in this Agreement, or any Product Addendum, shall be deemed to create any joint venture, joint enterprise, or agency relationship among the parties, and no party shall have the right to enter into contracts on behalf of, to legally bind, to incur debt on behalf of, or to otherwise incur any liability or obligation on behalf of, the other party hereto, in the absence of a separate writing, executed by an authorised representative of the other party.

12.7 Each party shall be responsible for the payment of its own tax liability arising from these General Terms or any Product Addendum.