

Linear General Terms and Conditions

Scope and definitions

1. These General Terms and Conditions (hereinafter referred to as the **General Terms**) apply to the delivery of the Service by Linear Oy (hereinafter referred to as **Linear**) unless otherwise agreed in writing by the Parties.
2. "**Customer**" means a customer who has ordered the Service from LINEAR.
3. "**Data**" means data entered into the Service or created, received, generated, stored or transmitted by the Service. Data does not include Personal Data or other material owned by the Party.
4. "**Intellectual Property Rights**" means, collectively, all proprietary, copyright and other intellectual property rights and trade secrets.
5. "**Confidential Information**" means any information of a technical, financial or commercial nature of a Party which has come to the knowledge of the other Party in the course of its activities under the Agreement, whether disclosed or otherwise obtained in any form, excluding: information which (i) was demonstrably in the possession of the other Party prior to signing the Agreement without a breach of confidentiality; (ii) was in the public domain at the time of signing the Agreement or subsequently becomes the public domain without a breach of confidentiality; (iii) has been obtained by the other Party without a breach of confidentiality from a third party not involved in the activities under the Agreement; or (iv) has been independently developed by the other Party on a demonstrable basis.
6. "**Service**" means any service, documentation, work product, training or other deliverable delivered over a computer network that LINEAR has agreed to provide to the Customer.
7. "**Parties**" means LINEAR and the Customer jointly.
8. "**Agreement**" means the service agreement between LINEAR and the Customer of which these General Terms of Delivery form part.
9. "**Customer Material**" means the Customer's own client register and documents relating to the Orders managed by the Customer in the Service.

Conclusion of the Agreement

1. The Parties shall enter into a written Agreement regarding the Service. The Agreement shall come into force when the Parties have signed the Agreement or when LINEAR has accepted the Customer's order in writing. The order or changes to the order or the Service must be made in writing.

Delivery and Acceptance

1. The Parties shall separately agree on the provision of expert services on a project basis in connection with the implementation or launch of the Service. Such projects may include but are not limited to, training related to the use of the Service within the Customer's organization, activities related to the implementation of the Service, and technical support, consulting, training, or other work commissioned by the Customer. For such work, LINEAR will charge according to its current services price list or based on the time used.
2. LINEAR shall deliver the Service within the agreed time or, if no delivery time has been agreed on, within a reasonable time after this Agreement comes into force. Unless otherwise agreed, the delivery times given are estimates only. LINEAR will use its best endeavours to deliver the Service within the agreed timeframe and, if it appears that the delivery of the Service will be delayed, LINEAR will endeavour to notify the Customer of this and of the new delivery time.
3. The Customer shall inspect and test the Service and any other material supplied to the Customer immediately upon implementation of the Service. The Customer shall be responsible for any costs incurred by the Customer in inspecting and testing the Service. Delivery shall be deemed to have been completed in a satisfactory way unless the Customer has notified LINEAR in writing of any defects within 7 days of the Customer's receipt of the Service.
4. The Customer shall provide LINEAR with correct, sufficient, and up-to-date information for the provision of the Service and shall otherwise reasonably co-operate in the provision of the Service. In the event of any change in the information provided by the Customer, the Customer undertakes to notify LINEAR in a timely manner of any such changes and of any other matters relating to the provision of the Service.

The Customer shall be responsible to LINEAR for the information and instructions provided by the Customer and for the suitability of the Service for the Customer's intended purpose and for ensuring that the Service meets the Customer's requirements for the Service.

General Obligations of the Parties

1. LINEAR shall provide the Service to the Customer under this Agreement and its annexes. LINEAR shall be responsible for the production environment used to provide the Service.
2. LINEAR shall be responsible for ensuring that the Service is produced, and other tasks for which LINEAR is responsible are carried out, in accordance with the Agreement, with due care and professionalism.
3. The Customer undertakes to use the Service in accordance with the Agreement and applicable law and is responsible for ensuring that the information stored by the Customer in the Service and the use of such information in marketing and different written documents is not against any applicable law, official regulations or good practice.
4. The Customer is responsible for ensuring that it has the rights to the information and material it has stored on the Service.
5. The Customer undertakes to take the decisions necessary for the agreed provision of the Service without delay and as clearly as possible.

Provision of the Service

1. LINEAR has the right to produce the Service as LINEAR deems best, taking into account the Service description communicated to the Customer. LINEAR shall have the right to make changes to the Service and the technology used to provide it. If the change affects the Service used by the Customer, LINEAR shall notify the Customer of the changes within a reasonable time before the change takes effect. If the change requires changes to the Customer's operating environment, the Customer shall be responsible for such changes and the costs thereof.
2. LINEAR has the right to make any change to the Service that (a) concerns the production environment of the Service and does not affect the content of the Service, (b) is necessary to prevent a serious security threat to the Service, or (c) is required by law or governmental regulation. If LINEAR makes a change to the Service under this paragraph that affects the Service to be provided to the Customer, LINEAR shall notify the Customer of the change in good time in advance or, if not reasonably possible, without undue delay after the change is made.
3. LINEAR is entitled to use sub-contractors in the provision of the Service. LINEAR shall be responsible for the actions of its sub-contractors as if they were its own.
4. LINEAR is entitled to include third-party services in the Service. Third-party services include but are not limited to, databases, data sources, and web platforms provided and maintained by third parties which contain data related to the customer and which are used in connection with the Service. LINEAR shall not be responsible for third-party services or any actions of third parties.
5. LINEAR does not guarantee that the Service will be available without interruption. LINEAR has the right to suspend the provision of the Service for pre-arranged maintenance activities as notified by LINEAR. The provision and availability of the Service may also be interrupted (a) due to installation, modification, or maintenance of the public telecommunications network, (b) due to problems with other third-party information systems or connections, (c) due to a serious security threat to the Service, (d) if the Customer breaches the Agreement or otherwise misuses the Service, or (e) if required by law or governmental regulation. LINEAR shall notify the Customer of the suspension and the duration of the suspension well in advance or, if not reasonably possible, as soon as reasonably practicable after LINEAR becomes aware of such matter.
6. LINEAR shall retain the Customer Materials for the duration of the Agreement. Unless otherwise agreed, LINEAR shall not be obliged to retain the Customer Material after the expiry of the Agreement. However, if not expressly agreed by the Parties, LINEAR may provide such retention possibility. However, in such a case, LINEAR shall not be liable for the retention or loss of the data after the expiry of the Agreement.
7. For the avoidance of doubt, back-up of the Customer Materials during the term of the Agreement will be carried out to the extent permitted by the terms and practices of the third-party cloud or other storage provider used by LINEAR to provide the Service in the case of LINEAR. The Customer is responsible for any different or more extensive backup policies.

User Accounts; Use of the Service

1. Only persons designated by the Customer may use the Service. The Customer undertakes to notify LINEAR of the name(s) of the user(s) and to notify LINEAR without delay of any changes to the agreed users.
2. User accounts for the Service are personal. The Customer shall be responsible for ensuring that users keep their user accounts and passwords authorizing access to the Service carefully and do not disclose them to third parties. The Customer shall be responsible for all use of the Service under the user accounts issued to users. The Customer shall comply with applicable laws and regulations in the use of the Service, including those relating to data protection and the transfer of Personal Data.
3. The Customer shall immediately notify LINEAR of any unauthorized disclosure of the User's username and password to a third party, or suspected misuse of the username and password. Upon written request by LINEAR, the Customer shall be obliged to change the password required to use the Service if this is necessary due to a serious security threat to the Service.
4. Unless otherwise permitted under these General Terms, the Customer shall not:
 - (a) use, sell, rent, lease, transfer, or license the Service to any third party;
 - (b) use the Service in violation of applicable laws and regulations;
 - (c) use the Service or any content available through the Service in any manner that damages, inhibits, overburdens, or impairs the Service;
 - (d) explore, scan, or test vulnerabilities in the Service;
 - (e) use any data mining or similar data gathering or extraction techniques;
 - (f) translate or otherwise attempt to discover the source code of the Service, except as permitted by mandatory law;
 - (g) use the Service in a manner that violates the rights or privacy of third parties; or
 - (h) use the Service to transmit any material that contains malware, spyware, or any other software code designed to interrupt, destroy, or limit the functionality of any computer software or hardware.
5. The Customer shall be responsible for the purchase, at its own expense, of any hardware, software, and telecommunications connections required to receive the Service which are not included in the Service. The Customer shall also be responsible for the functionality, compliance, and non-infringement of such hardware, software and connections and for ensuring that they do not cause damage to LINEAR's software or hardware or interfere with LINEAR's provision of the Service to other customers or cause telecommunications disruption.

Intellectual Property Rights and Use Data

1. The Agreement does not transfer any existing Intellectual Property Rights between the Parties.
2. The Intellectual Property Rights in the Service, the results of the Service, and any modifications to the Service shall belong to LINEAR.
3. To the extent not prohibited by confidentiality and data protection provisions, LINEAR shall be entitled to use the Data in all its present or future business activities. Use of the Data means any action that LINEAR takes or may take with respect to the Data, including, but not limited to, collecting, storing, copying, combining, assembling, structuring, editing, analyzing, and comparing the Data, and any other similar uses.
4. LINEAR may use and exploit the Data for purposes such as developing its own products and services, compiling statistics and compilations and for other commercial purposes even after the termination of the Agreement. For the avoidance of doubt, when using the Data, LINEAR undertakes to treat the Confidential Information and Personal Data in the manner set out in this Agreement at all times.
5. LINEAR shall be entitled to use, exploit, and commercialize the know-how, expertise, and processes that it has acquired or developed in the course of providing the Services.
6. LINEAR shall not be responsible for any third-party software, products, or services or any defects or features that may exist therein. Third-party software, products, and services are subject to their own terms and conditions, which the Customer must comply with.

7. Upon termination of the Agreement, LINEAR shall deliver the Customer Materials to the Customer within a reasonable time after termination of the Agreement. The Customer Material will be provided in a commonly used electronic format.

Infringement of Intellectual Property Rights

1. LINEAR is responsible for ensuring that the Service does not infringe the intellectual property rights of any third party in Finland. LINEAR shall be obliged to defend the Customer at its expense if a claim is made against the Customer that the Service infringes the intellectual property rights of a third party, provided that the Customer immediately notifies LINEAR in writing of the claim and allows LINEAR to exercise the rights of the defendant and provides LINEAR, at LINEAR's request and expense, with all necessary information and assistance available and with the necessary authorizations. LINEAR shall be liable for the payment of any compensation awarded or agreed by final judgment to the third party if the Customer has acted as set out above.
2. If LINEAR reasonably believes or it is found in court proceedings that the Service infringes the intellectual property rights of a third party, LINEAR shall have the right and obligation, at its cost and option, to either (a) obtain for the Customer the right to continue using the Service, (b) replace the Service with a Service that is equivalent to what has been agreed on in the Agreement, or (c) modify the Service so that the infringement ceases and the modified Service continues to comply with the Agreement. If none of the foregoing options is available to LINEAR on reasonable terms, the Customer shall, at LINEAR's request, discontinue the use of the Service.
3. However, LINEAR shall not be liable for any claim that (a) results from any change made by the Customer to the Customer's delivery subject or from compliance with instructions given in writing by the Customer or a third party; that (b) results from the use of the Service in conjunction with a product or service other than one supplied or approved by LINEAR; that (c) could have been avoided by the use of a service disclosed and offered by LINEAR for the use of the Customer without separate charge and that is equivalent to the Service; or that d) results from using the Service in an application or in an environment for which it is not intended or designed and for which LINEAR has not given its prior written consent.
4. LINEAR's liability according to this Section 8 is limited only to third-party intellectual property rights which are in force in Finland. For the avoidance of doubt, LINEAR is not responsible for ensuring that the Service does not infringe any third-party intellectual property rights which are not in force in Finland.
5. LINEAR's liability for infringement of third party intellectual property rights is limited to that agreed in this Section 8.

Prices, Invoicing, and Payment Terms

1. The prices and other charges for the Service are defined in the Agreement. If the price of a particular Product or Service is not agreed upon in the Agreement or otherwise, the price list in force at the time of ordering the Product or Service from LINEAR shall apply.
2. Unless otherwise agreed in writing, LINEAR will invoice recurring and other periodic charges at the agreed billing intervals in advance and upon delivery of any Service that is delivered by separate delivery. LINEAR is entitled to charge separately for travel, accommodation, and daily allowances required by the Service.
3. Unless otherwise agreed in writing, LINEAR shall have the right to change the price of the Service charged per billing period annually by giving the Customer at least ninety (90) days' written notice of the change prior to the effective date of the change. The Customer shall then have the right to terminate the Agreement for such Service to expire on the effective date of the price change by giving at least thirty (30) days' written notice prior to the effective date of the change.
4. The prices for the Service quoted by LINEAR are exclusive of VAT. VAT shall be added to the prices in accordance with the provisions in force at that specific time. If the amount or the basis for determining the amount of public charges imposed by public authorities changes as a result of changes in regulations or changes in tax practice, the prices specified in the Agreement shall be amended accordingly.
5. The payment period is 14 days net from the date of the invoice. In the event of a delay in payment or part thereof, the Customer shall pay interest on the overdue amount in accordance with the Finnish Interest Act.
6. If any payment by the Customer is overdue by more than 30 days after the due date despite a written notice from LINEAR, LINEAR shall be entitled to suspend the Service or other performance without liability until the Customer has fulfilled its payment obligations under the Agreement.

Confidentiality

1. Each Party shall: (i) keep the Confidential Information confidential and not disclose, use or reveal it to any third party; and (ii) not use the Confidential Information for any purpose other than the performance of its obligations under the Agreement and only to the extent necessary; unless the Party whose Confidential Information is concerned has expressly consented in writing to the disclosure, use or revelation of such Confidential Information otherwise than in accordance with this Section 10.
2. The obligation of confidentiality shall not prevent a Party from disclosing or revealing Confidential Information to its Group Company, provided that the Group Company is under a written agreement to keep the Confidential Information confidential. In addition, the obligation of confidentiality shall not prevent the Party from disclosing or revealing to its advisors, subcontractors and other similar partners in the ordinary course of business, but only to the extent that such parties have a need to know the Confidential Information for the purpose set forth in Section 10.1(ii) and are bound by their service agreements or otherwise under an obligation of confidentiality.
3. Confidentiality also does not prevent a Party from disclosing or revealing Confidential Information if the Party is required to do so by mandatory law. If a Party is required by mandatory law to disclose or reveal Confidential Information, the Party shall ensure that the Confidential Information is kept confidential to the fullest extent possible under the Agreement and that the Party whose Confidential Information is affected is promptly informed, unless such information is prohibited by mandatory law.
4. In order to ensure the confidentiality of the Confidential Information received, each Party undertakes to:
 - (i) take all reasonable steps to protect the Confidential Information;
 - (ii) keep the Confidential Information confidential with care and apply measures and methods at least equivalent to those which it applies to the protection of its own confidential and proprietary material and information, but in any event at least such measures and methods that may be reasonably required in the light of generally accepted good business practice; and
 - (iii) not to disclose and/or otherwise reveal Confidential Information to its employees, agents and subcontractors, except as necessary for the purposes of the Agreement and provided that employees, agents and subcontractors are under a written obligation to keep Confidential Information confidential.
5. The obligations of this Section 10 shall survive termination of the Agreement and shall remain in effect for a period of five (5) years from the date of termination of the Agreement.

Feedback

1. For the avoidance of doubt, if the Customer provides LINEAR with any feedback, comments, or suggestions for improvements in relation to the Service, the Customer acknowledges that such feedback or suggestions are voluntary and shall not be considered Confidential Information even if marked as confidential. LINEAR shall be free to use any feedback or suggestions for improvements provided by the Customer in developing the Service.

Force Majeure

1. Neither Party shall be liable for any delay or damage caused by an event beyond its control which it could not have reasonably taken into account at the time of the conclusion of the Agreement and the consequences of which it could not reasonably have avoided or overcome.
2. Force majeure suffered by the Contractor's subcontractor shall also be considered a ground for exemption if the subcontracting cannot be obtained elsewhere without unreasonable costs or substantial loss of time.
3. The other Party shall be informed immediately of the occurrence of a Force majeure event, as well as of its cessation.

Processing of Personal Data

1. The definitions of Controller, Processor, Personal Data, Data Subject, and Personal Data Breach shall have the meaning given in the EU General Data Protection Regulation.
2. To the extent that LINEAR processes Personal Data covered by the Agreement in its capacity as Processor, the terms set out below shall apply.
3. For some Personal Data, LINEAR acts as a Controller. For details of the processing of such Personal Data, please refer to the relevant Privacy Notice.
4. *Conditions for processing Personal Data: LINEAR as a Processor* 13.2: LINEAR Processes the Customer's Personal Data on behalf of and commissioned by the Customer on the basis of the Agreement. The Personal Data Processed by LINEAR may relate, for example, to employees or customers. The Customer or its agent is the Controller of the Personal Data Processed in the Service and LINEAR is the Processor. The Parties undertake to

comply with the laws, regulations, and mandatory provisions in force in the European Union from time to time relating to the Processing of Personal Data and, if necessary, to amend the terms and conditions of this Section 13 accordingly.

5. The Controller is responsible for ensuring that it has the necessary rights and consents for the Processing of Personal Data under the Agreement. The Controller is responsible for preparing and keeping available a Privacy Policy and for informing and notifying data protection authorities of the Data Subjects. The Customer is responsible for the accuracy of the Personal Data provided to LINEAR.
6. The Controller has the right and the obligation to determine the purposes and means of the Processing of Personal Data. The subject matter, nature, and purpose of the Processing are further specified in the Agreement. The types of Personal Data processed in the Service and the categories of data subjects are as follows:

Types of Personal Data Processed
Name of the Customer Personal Identification Number Addresses Telephone Number E-mail address
Categories of Data Subjects
Customers of the Controller

7. LINEAR is entitled to Process the Controller's Personal Data and other data of the Controller only in accordance with the Agreement, this Section 13 and the Customer's written instructions and only to the extent and in the manner necessary to provide the Service. LINEAR will notify the Customer if any breach of EU Data Protection Regulations is identified in the Instructions, in which case LINEAR may immediately refuse and cease to apply the Customer's Instructions.
8. LINEAR will maintain a description of the Service or other description of the Processing Activities carried out on the Service as required by the EU Data Protection Regulation, if required by applicable law.
9. Upon termination of the Agreement, LINEAR shall return all Personal Data held by the Controller to the Customer or delete it and its existing copies, as instructed by the Customer, unless applicable law requires the retention of Personal Data. However, for the avoidance of doubt, Personal Data will not be deleted without the express and separate request of the Customer to the extent that it is retained after the expiry of the Agreement in accordance with Section 5.6.
10. LINEAR has the right to use sub-processors to Process the Personal Data of the Controller. LINEAR shall be responsible for the activities of the sub-processors as its own and shall draw up corresponding written agreements with the sub-processors for the Processing of Personal Data.
11. LINEAR will notify any changes in the use of sub-processors and, upon request, will inform the Customer in advance of the sub-processors it intends to use for the Processing of Personal Data under the Agreement. The Customer shall have the right to object to the use of a new sub-processor for justified reasons. If the Parties cannot agree on the use of a new sub-processor, the Customer shall have the right to terminate the Agreement upon thirty (30) days' notice to the extent that the change of sub-processor affects the Processing of Personal Data under the Agreement.
12. LINEAR shall immediately transmit to the Customer any requests received from Data Subjects to inspect, rectify, erase or prohibit the Processing of Personal Data or any other request received from a Data Subject to exercise the Data Subject's rights under applicable law and the EU General Data Protection Regulation. It is the Customer's responsibility to ensure that such requests are responded to. Taking into account the nature of the Processing operation, LINEAR shall assist the Customer, by appropriate technical and organisational measures, to the extent possible, in fulfilling the obligation of the Controller to respond to the Data Subject's requests.
13. LINEAR is obliged, taking into account the nature of the Processing of Personal Data and the information available to it, to assist the Data Controller in ensuring that its legal obligations are complied with. These obligations may include data security, data breach notification, data protection impact assessment and prior consultation obligations. LINEAR is obliged to assist the Controller only to the extent of the obligations imposed on the Data Processor by the applicable data protection legislation. Unless otherwise agreed, LINEAR shall be entitled to charge the Controller for the 13.5 in accordance with its current price list.
14. LINEAR shall direct all enquiries from the Data Protection Authorities directly to the Customer and LINEAR shall have no authority to represent the Controller or act on behalf of the Controller with the Data Protection Authorities supervising the Controller.
15. LINEAR and its sub-contractors may process Personal Data outside the EU/EEA.
16. Where a transfer of data from the Processor to a sub-processor outside the EU/EEA is permitted under Section

13.4, the Processor shall ensure that the transfer is made to (a) countries for which the Commission has determined that they have an adequate level of data protection, (b) to entities that have in place standard data protection clauses or other appropriate safeguards as described in Article 46 of the General Data Protection Regulation; or (c) otherwise as permitted and required by applicable law. The controller undertakes to participate, where appropriate, in the risk assessment of transfers required by the standard contractual clauses and shall be responsible for ensuring that the risk assessment is carried out as required by law, case law and the standard contractual clauses.

17. The Customer or its appointed auditor (other than a competitor of LINEAR) shall be entitled to audit the activities covered by this Section 13. The Parties shall agree the date and other details of the audit well in advance and at least 14 working days before the audit. The audit shall be conducted in a manner that does not prejudice the obligations of LINEAR and its sub-contractors vis-à-vis third parties. The Customer's representatives and the auditor must sign the usual confidentiality undertakings. The Customer shall bear the costs of the audit for itself and LINEAR. In the event that LINEAR's activities reveal significant deficiencies in the audit, LINEAR shall bear the costs of the audit.
18. LINEAR shall take appropriate technical and organisational measures to protect the Controller's Personal Data, taking into account the risks inherent in the Processing, in particular the accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to Personal Data transmitted, stored or otherwise Processed. The organisation of safeguards shall take into account the technical options available and their cost in relation to the specific risks associated with the processing at hand and the sensitivity of the Personal Data Processed.
19. The Customer shall ensure that LINEAR is informed of any issues relating to the Personal Data provided by the Controller, such as risk assessments and the processing of special categories of persons, which affect the technical and organisational measures provided for in this paragraph 13. LINEAR shall ensure that the personnel of LINEAR or of any sub-contractor used by LINEAR involved in the Processing of Personal Data shall comply with the appropriate confidentiality obligations.
20. LINEAR shall notify the Customer of any breach of security of Personal Data without undue delay upon becoming aware of the breach or upon being notified of the breach by a sub-contractor used by LINEAR.
21. At the Customer's request, LINEAR shall without undue delay provide the Customer with all relevant information relating to the breach. To the extent that such information is available to LINEAR, LINEAR shall describe in the notification to the Customer at least: (a) the data breach that occurred; (b) where possible, the categories and estimated numbers of data subjects and the categories and estimated numbers of Personal Data types; (c) a description of the likely consequences of the data breach; and (d) a description of the remedial measures that LINEAR has taken or will take to prevent future data breaches, including, where appropriate, measures to minimize the potential adverse effects of the data breach.
22. LINEAR shall document and report the results of the investigation and the measures taken to the Customer. The Controller shall be responsible for any necessary notifications to the Data Protection Authorities.
23. If a person suffers material or non-material damage as a result of a breach of the EU GDPR or the Annex, LINEAR shall be liable for the damage only to the extent that it has failed to comply with its expressly assigned obligations under the EU GDPR or this Section 13.
24. Each Party shall be liable to pay only that part of the damages and administrative fines imposed which corresponds to its liability for the damage as established by a final decision of a data protection supervisory authority or a court. In any event, the liability of the Parties shall be limited as set out in the Agreement.
25. LINEAR will inform the Customer in writing of any changes that may affect its ability or ability to comply with this Section 13 and any written instructions provided by the Customer.
26. The obligations under this Section 13 shall continue for so long as the Parties have obligations to each other under the Personal Data Processing activities.

Termination of the Agreement

1. LINEAR and the Customer shall be entitled to terminate the Agreement without notice, either in whole or in part, by giving written notice to the other Party, in the event of bankruptcy or liquidation of the other Party or in the event of a material breach by the other Party of the terms of these General Terms of Delivery or of the Agreement and the failure to remedy such breach within fourteen (14) days of the written notice.

2. Termination of the Agreement shall not affect the terms and provisions of the Agreement which are intended to survive termination of the Agreement. Such terms and conditions include Sections 7, 8, 10, 13 and 17 of these General Terms of Delivery.
3. Notices of termination and termination of the Agreement must always be given in writing.

Damages and Limitation of Liability

1. Each Party shall be liable to compensate the other Party for any direct damage caused by its breach of the Agreement. However, the total contractual liability of one Party to the other Party shall not exceed fifty percent (50%) of the fees paid by the Customer to LINEAR for the use of the Service during the twelve (12) months preceding the damage.
2. LINEAR shall not be liable for damages caused by errors or omissions in governmental systems or data.
2. Neither Party shall be liable for indirect damage caused to the other Party, such as loss of profit or turnover, loss of cost savings, loss of contractual advantage, loss of data, loss of reputation, or other similar indirect damage.
3. The limitations of liability set out in this Section 15 shall not apply to (a) damages caused intentionally or by gross negligence, (b) damages resulting from a breach of the confidentiality provisions set out in Section 10 ("Confidentiality"), or (c) damages resulting from a breach of the provisions set out in Section 8 ("Infringement of Intellectual Property Rights").

Applicable Law and Dispute Resolution

1. These General Terms of Delivery and the Agreement shall be governed by Finnish law.
2. Any dispute arising out of or in connection with these General Terms of Delivery or the Agreement shall be settled primarily by negotiation. If negotiations do not lead to a final result, the matter shall be finally settled in accordance with the Arbitration Rules of the Finland Chamber of Commerce by arbitration by one arbitrator in the English language. The arbitration shall take place in Helsinki. Evidence may be provided by either English or Finnish.

Non-solicitation

1. The Customer shall not recruit from LINEAR any employee who has performed any task essential to the Customer in connection with the Service or enter into any other agreement with an employee for the purpose of obtaining the employee's services for the Customer. The recruitment ban shall be in force for 6 months from the end of the employee's employment or the end of the provision of the Service, whichever is earlier. In the event of a breach of this recruitment ban, the Customer shall pay LINEAR liquidated damage equal to 6 months' total gross salary of the employee concerned. However, the prohibition of recruitment shall not apply if the employment of the person concerned has been terminated for reasons attributable to LINEAR or if the recruitment of the person concerned takes place on the person's own initiative in response to a public job advertisement.

Miscellaneous

1. A Party shall not be entitled to assign the Agreement in part or in whole without the written consent of the other Party. However, LINEAR shall be entitled to assign its claims under the Agreement to a third party. LINEAR may assign the Agreement and the rights and obligations under the Agreement to a third party to whom the business under the Agreement has been assigned or to an entity belonging to the same company group as LINEAR.
2. Any modification or amendment to the Agreement must be agreed in writing to be valid.
3. The Agreement, together with these General Terms of delivery, constitute the understanding between the Parties on the subject matter and supersede all prior agreements, proposals, undertakings and other statements and prior communications between the Parties.