

General Terms and Conditions – Lime SportAdmin Netherlands B.V

1. Background

1.1 SportAdmin i Skandinavien AB, corporate registration number 556773-0832 ("SportAdmin"), is a Swedish SaaS company providing a cloud-based administration system for associations, organisations, and other legal entities operating membership-based or activity-based operations within sports or related areas. The administration system includes a web interface and a mobile application (the "App") and all associated add-on services, modules, integrations, and functionalities provided by SportAdmin (the "Services").

Lime Sportadmin Netherlands B.V. ("SportAdmin Netherlands") is a subsidiary of SportAdmin providing a cloud-based administration system for associations, organisations, and other legal entities operating membership-based or activity-based operations within sports on the Dutch market. References to "SportAdmin" shall, where applicable, be deemed to refer to SportAdmin Netherlands.

2. Scope of the Agreement

2.1 These general terms and conditions (the "Terms") apply between SportAdmin and the association, organisation or other legal entity entering into an agreement with SportAdmin regarding access to and use of the Services, or otherwise using the Services (the "Customer"). SportAdmin and the Customer are jointly referred to as the "Parties".

2.2 The Terms regulate the Parties' rights and obligations regarding the provision and use of the Services. This applies regardless of whether certain parts of the Services are activated upon the conclusion of the Agreement or at a later date.

2.3 By entering into an agreement with SportAdmin or commencing use of the Services, the Customer confirms having read and accepted the Terms, and that any required internal decisions and approvals have been obtained.

2.4 By entering into an agreement with SportAdmin or commencing use of the Services, the Customer confirms that it is the data controller for the personal data processed within the Services and that it has read and accepted the Data Processing Agreement, which forms an integral part of the Agreement between the Parties.

2.5 In the event of a conflict between the Terms and any other contractual document, the document expressly relating to the specific service order or agreement shall prevail.

3. Definitions

3.1 The following terms have the meanings set out below:

3.2 "**Agreement**" means the legal relationship arising between SportAdmin and the Customer as a result of an agreement regarding access to and use of the Services, regardless of form, including but not limited to written agreements such as customer agreements, quotations, price lists, specific terms, and these general terms and conditions.

3.3 "**User**" means any natural person who has access to the Services and whom the Customer – directly or indirectly – has authorised to use them, for example through assignment of system permissions or registration in a member group within the Services. The term includes but is not limited to administrative staff, leaders, members, and guardians of members.

3.4 "**End User**" means any natural or legal person who (i) performs a transaction to the Customer via the Services, or (ii) otherwise interacts with the Services as a recipient of the Customer's operations or offerings.

3.5 "**Licence Fee**" means the recurring fee the Customer shall pay in accordance with the Agreement or SportAdmin's applicable price list for the right to access and use the Services.

3.6 "**Customer Data**" means all information, content, and data that the Customer or its Users register, create, transmit, or otherwise store within the Services in connection with the Customer's operations.

3.7 "**Intellectual Property Rights**" means all current and future rights related to intellectual property, including but not limited to copyrights, related rights, database rights, trademarks, trade names, domain names, design rights, patents, trade secrets, know-how, source code, object code, and other software – whether registered or unregistered – as well as applications for registration of such rights.

3.8 "**Data Processing Agreement**" means the agreement to be entered into between a data controller and a data processor under Article 28 of Regulation (EU) 2016/679 (the "**General Data Protection Regulation**" or "**GDPR**"), regulating the processor's processing of personal data on behalf of the controller.

3.9 "**Force Majeure**" means an event beyond the reasonable control of the Parties which could not reasonably have been foreseen, avoided, or overcome, such as natural disasters, war, riots,

terrorism, epidemics, strikes, lockouts, fire, explosions, governmental decisions, or other similar circumstances.

3.10 Additional terms are defined throughout the text.

4. Licence and User Restrictions

4.1 The Customer is granted a limited, non-exclusive, non-transferable, and non-sublicensable right to access and use the Services within its operations during the term of the Agreement, in accordance with the Agreement.

4.2 The licence applies only to the use expressly permitted under the Agreement.

4.3 Within the scope of its licence, the Customer may (i) grant access to persons within its organisation – such as administrative staff, board members, leaders, officials, or others with organisational or administrative responsibilities – to use the Services in accordance with the Agreement; and (ii) grant access to individuals registered with an email address in the Customer's account – such as members and members' guardians – to use the App in accordance with the Agreement.

4.4 The Customer may not:

- use the Services in violation of applicable law, governmental decisions, good practice, or the Agreement;
- copy, modify, translate, decompile, reverse engineer, or otherwise attempt to recreate or access the source code, structure, or functionality of the Services;
- circumvent, disable, or tamper with technical protection, authentication mechanisms, or access restrictions in the Services or associated systems;
- use the Services to develop, offer or market competing services or products, or analyse the Services to reuse ideas, structures, or logic for commercial reuse;
- make the Services available to unauthorised third parties or outside the Customer's authorised user group;
- use the Services in a way that may damage, disrupt, overload, or impair the functionality or security of the Services;
- use automated means (such as scraping tools, bots, or similar technologies) to access, download, or extract data from the Services;
- use the Services to store, process, or distribute content that is unlawful, offensive, discriminatory, fraudulent, or infringes third-party rights, including personal data or intellectual property rights;
- transfer, rent, lease, or otherwise commercially exploit the Services without prior written approval from SportAdmin.

4.5 The Customer's right to access and use the Services is conditional upon fulfilment of its payment obligations and adherence to the Agreement.

4.6 This licence does not entail any transfer or grant of Intellectual Property Rights to the Services, except for the limited user rights expressly stated in these Terms. Intellectual Property Rights are specifically regulated in Section 16.

5. Customer Obligations and Responsibility

5.1 The Customer is responsible for all use of the Services carried out through the Customer's account, including use by persons to whom the Customer has granted access or where access has been enabled due to insufficient controls, routines, or security measures on the Customer's side.

5.2 The Customer shall:

- ensure that the use of the Services is carried out in accordance with applicable legislation, governmental decisions, good practice, and the Agreement,
- ensure that only persons within the Customer's own organisation or operations – such as administrative staff, board members, leaders, officials, members and members' guardians – are granted access to the Services,
- implement necessary technical and organisational measures to protect login credentials and prevent unauthorised access,
- immediately notify SportAdmin upon suspicion of unauthorised access, intrusion, or any other security incident,
- ensure that information registered, stored, or processed in the Services is accurate, up-to-date, and compliant with applicable legislation and third-party rights,
- ensure that all processing of personal data in the Services is supported by a valid legal basis under applicable data protection legislation,
- inform Users of applicable instructions, policies, and user conditions for proper use of the Services.

5.3 The Customer shall indemnify and hold SportAdmin harmless from all direct and indirect damages, losses, claims, penalties, third-party demands, and costs (including reasonable legal fees) arising from:

- unauthorised, unlawful, or incorrect use of the Services,
- insufficient control of permissions, user accounts, or protection of login credentials,
- processing of personal data in violation of applicable data protection legislation, including insufficient information to data subjects or incorrect management of access logs,

- transfer, storage, distribution, or publication of information or material through the Services that violates applicable law, governmental decisions or third-party rights, including intellectual property rights,
- use of the Services for the purpose of developing competing products or services,
- use in combination with unauthorised third-party systems, integrations, or automated tools that burden, manipulate or circumvent the intended functions of the Services,
- content that the Customer or its Users store, make available or otherwise process in the Services and which leads to claims or liability from third parties, including claims concerning intellectual property infringement, personal data incidents, or other legal violations, or
- any other breach of the Agreement that causes damage or risk of damage to SportAdmin, including loss of reputation or goodwill.

6. SportAdmin's Liability and Limitations

6.1 SportAdmin is responsible for providing the Services in accordance with the Agreement and with the availability, functionality, and security reasonably expected of a provider offering comparable cloud-based administrative systems.

6.2 SportAdmin's liability is limited to direct damages only and to an amount corresponding to the total Licence Fees paid by the Customer during the twelve (12) months preceding the event giving rise to the claim. This limitation applies regardless of the legal basis, including breach of contract, negligence, strict liability, or infringement of third-party rights.

6.3 SportAdmin is not liable for:

- indirect damages, such as loss of revenue, loss of goodwill, reduced usage, administrative overhead or other consequential damage,
- loss, delay, or destruction of data unless caused by SportAdmin's gross negligence,
- errors, deficiencies, or interruptions in third-party services, systems, or data integrated with or used together with the Services,
- damages resulting from incorrect or unauthorised use of the Services, including use in violation of the Agreement,
- cyberattacks, malware, denial-of-service attacks or other security threats, provided that SportAdmin has taken reasonable technical and organisational security measures in accordance with industry practice,
- temporary service interruptions or limited availability due to necessary maintenance, updates, or technical actions.

6.4 SportAdmin is not responsible for the accuracy, completeness, or currency of information provided by external sources or third parties displayed in or processed through the Services, nor

for availability, functionality, or security in third-party features, integrations, or systems used with the Services, regardless of whether they are integrated via or offered within the Services.

6.5 SportAdmin is not liable for failure to fulfil its obligations under the Agreement where such failure is due to circumstances outside its control (Force Majeure), as described in Section 7.

6.6 Claims from the Customer related to deficiencies in the Services or other circumstances for which SportAdmin is responsible must be submitted in writing without undue delay and no later than three (3) months from the date on which the Customer became aware, or should reasonably have become aware, of the circumstance. Otherwise, the Customer forfeits the right to pursue the claim.

7. Force Majeure

7.1 SportAdmin is not liable for failure to fulfil its obligations under the Agreement if performance is prevented, hindered, or delayed due to circumstances beyond SportAdmin's reasonable control and which could not reasonably have been foreseen or avoided. Such circumstances include, but are not limited to, natural disasters, fire, flooding, epidemics or pandemics, war, terrorism, sabotage, strikes or other labour disputes (whether affecting SportAdmin's personnel or not), governmental decisions, interruptions to electricity or communication supply, serious operational disturbances at suppliers or subcontractors, and attacks on IT systems such as denial-of-service attacks, intrusions, malware or other external interference.

7.2 Obligations affected by Force Majeure shall be postponed as long as the hindrance persists, without constituting a breach of contract. SportAdmin shall, if possible, inform the Customer that a Force Majeure event has occurred and take reasonable measures to limit its consequences.

7.3 If performance of material obligations is prevented for a continuous period of more than thirty (30) days due to Force Majeure, either Party has the right to terminate the Agreement upon thirty (30) days' written notice. Such termination does not entitle either Party to compensation.

8. Temporary Suspension

8.1 SportAdmin is entitled to temporarily limit, interrupt, or suspend the Customer's or individual Users' access to the Services, in whole or in part, if:

- the Customer fails to fulfil its payment obligations under the Agreement,
- the Customer or a User breaches the Agreement, applicable legislation, or third-party rights,

- the Customer exceeds agreed usage, functionality or API limits,
- the Customer fails to provide information reasonably requested by SportAdmin for troubleshooting, support, security, or compliance purposes,
- the use of the Services, or attempted use, causes or risks causing damage, disruption, intrusion, or any other negative impact on the Services, SportAdmin, other customers, or third parties,
- the Customer attempts, or encourages others to attempt, to circumvent technical limitations, security features, or access controls, or
- such suspension is required under applicable law, governmental decision, or regulatory requirement.

8.2 Temporary suspension does not affect the validity of the Agreement or the Customer's payment obligations and does not give rise to any right to compensation or damages. SportAdmin shall, where practically possible and appropriate given the nature of the circumstances, notify the Customer of the suspension in advance or as soon as possible thereafter.

9. Fees and Payment Terms

9.1 The Customer shall pay fees for the Services in accordance with SportAdmin's applicable price list at any given time, unless otherwise expressly agreed in writing between the Parties. Prices and fees are exclusive of VAT unless expressly stated otherwise in writing.

9.2 Licence Fees are invoiced annually in advance unless otherwise expressly agreed in writing. Prepaid Licence Fees are non-refundable in the event of termination, interruption, or temporary suspension of the Customer's use of the Services.

9.3 Transaction-based fees are charged continuously based on actual usage. Depending on the applicable arrangement, fees may (i) be paid directly by End Users at the time of the transaction, or (ii) be deducted by a payment service provider from amounts otherwise payable to the Customer.

9.4 The Customer is in all cases responsible for ensuring that transaction fees are paid.

9.5 Transaction fees are non-refundable, even if the underlying payment is wholly or partially refunded to the End User.

9.6 SportAdmin is entitled to adjust the fees for the Services and shall notify the Customer in writing at least three (3) months before the change takes effect. Fee adjustments relating to Licence Fees take effect from the first invoicing occasion following the end of the three-month notice period. Adjustments relating to transaction fees take effect immediately following the

expiry of the three-month notice period. If the Customer does not accept a change in the Licence Fee, the Customer may terminate the Agreement effective at the end of the current contract period, provided that notice is given in writing no later than one (1) month before the change takes effect.

9.7 Payment of Licence Fees shall be made within thirty (30) days from the invoice date. In case of late payment, default interest shall accrue in accordance with the Swedish Interest Act (räntelagen 1975:635), from the due date until full payment is made. SportAdmin is also entitled to charge reminder fees and take other actions in accordance with applicable legislation or the Agreement in cases of non-payment.

9.8 SportAdmin uses external payment service providers for handling of transactions within the Services. Charging and settlement of transaction fees under Section 9.3 is carried out through such payment service providers. Additional fees may apply in connection with payouts, refunds, or credits, according to the payment provider's applicable terms.

9.9 Use of the Services requires the Customer to enter into a separate agreement with the payment service provider(s) with whom SportAdmin cooperates from time to time. The Customer is responsible for entering into and maintaining such agreement and for fulfilling all obligations under the provider's terms.

9.10 The right to use the Services is conditional upon the Customer fulfilling its payment obligations under the Agreement. SportAdmin is entitled to temporarily limit access to the Services or terminate the Agreement in cases of non-payment.

10. Term and Termination

10.1 The Agreement is valid until further notice and is automatically renewed for successive twelve (12)-month periods unless terminated in writing in accordance with this Section.

10.2 The notice period is one (1) month during the first contract year and twelve (12) months thereafter, unless otherwise expressly agreed in writing between the Parties or stated in specific terms for a particular service.

10.3 Termination shall be made in writing and takes effect at the end of the current contract period, provided that the termination is received within the prescribed notice period.

10.4 Termination by the Customer does not release the Customer from paying already invoiced or accrued fees, and prepaid Licence Fees are not refundable.

10.5 SportAdmin is entitled to terminate the Agreement with three (3) months' notice without stating a reason.

10.6 Nothing in this Section affects either Party's right to terminate the Agreement for cause as set out in Section 11 or any other right to early termination under the Agreement.

11. Termination for Cause

11.1 Either Party may terminate the Agreement with immediate effect if the other Party materially breaches its obligations under the Agreement and fails to remedy such breach within thirty (30) days of receiving written notice requesting rectification.

11.2 In addition, SportAdmin may terminate the Agreement with immediate effect if:

- the Customer or a User uses the Services in violation of applicable law, governmental decisions, or third-party rights,
- the Customer materially breaches the provisions regarding user rights or payment obligations,
- the Customer is insolvent, enters into composition negotiations, is declared bankrupt, or is otherwise deemed unable to meet its financial obligations, or
- the use of the Services causes or risks causing serious damage, disruption, intrusion, or other negative impact on the Services, SportAdmin, other customers, or third parties.

11.3 In the event of termination under this Section, the Customer is not entitled to any refund of fees paid. The Customer shall immediately cease all use of the Services, and SportAdmin is entitled to disable access to the Services and delete the Customer's data in accordance with the Agreement.

12. Changes to the Services

12.1 SportAdmin is entitled to make changes to the functionality, content, structure, technical design, or user interface of the Services in order to improve, adapt, maintain, ensure compatibility, or further develop the Services, or for other technical, legal, security-related, or commercial reasons.

12.2 SportAdmin is further entitled to replace, consolidate, or discontinue individual features, modules, or integrations, provided that the primary purpose and essential functionality of the Services remain available.

12.3 SportAdmin shall, where practically possible and considering the nature of the change, inform the Customer in advance of material changes.

12.4 SportAdmin is not responsible for any costs, adjustments, damages, or other consequences incurred by the Customer as a result of such changes.

13. Amendments to the Terms

13.1 SportAdmin is entitled to unilaterally amend these Terms. Amendments that materially affect the Customer's rights or obligations shall be communicated to the Customer in writing or via the Services at least thirty (30) days before the amendment enters into force. Such amendments shall become effective at the specified date unless the Customer terminates the Agreement in writing effective the day before the amendment takes effect.

13.2 Amendments of editorial, administrative, or clarifying nature, or amendments that do not materially affect the Customer's rights or obligations, may be applied with immediate effect without prior notice.

13.3 By continuing to use the Services after an amendment has entered into force, the Customer shall be deemed to have accepted the amendment, provided that the Customer has been informed in accordance with Section 13.1 or that the amendment is of the nature described in Section 13.2.

13.4 The current version of the Terms is available on SportAdmin's website (www.sportadmin.se) and applies to all use of the Services from the time of entry into force.

14. Use of Data

14.1 SportAdmin is entitled to process data generated through the Customer's, Users' and End Users' use of the Services for the purpose of providing, administering, maintaining, troubleshooting, further developing, and improving the Services and related infrastructure. Such processing may also include actions related to technical support, error resolution, operational optimisation, security, statistics, user analytics, and product development. Processing shall be carried out in accordance with applicable data protection legislation, the applicable Data Processing Agreement between the Parties, and the Agreement.

14.2 SportAdmin is further entitled to anonymise and/or aggregate data generated in or through the Services, including personal data, for use in the development, testing, troubleshooting, improvement, and evaluation of existing and future products and services, as well as for business development, statistics, analysis, and other legitimate technical and commercial purposes.

14.3 Such anonymisation shall be performed in a manner ensuring that individuals can no longer be identified. Once anonymised, the data is no longer considered personal data and is not subject to data protection legislation.

14.4 SportAdmin may link anonymised data to an identified customer insofar as this is necessary for support, troubleshooting, or other technical handling, provided that this does not result in data being attributable to a natural person.

15. Audit Rights for API Usage

15.1 SportAdmin is entitled to conduct reasonable checks of the Customer's use of SportAdmin's API service to ensure compliance with the Agreement, applicable documentation, and any technical limitations. Such checks may be initiated upon suspicion of breach, as part of compliance processes, or as part of general security review.

15.2 The checks may include, but are not limited to:

- review of log files or traffic analyses,
- technical testing or inspections,
- requests for information and documentation from the Customer.

15.3 The Customer undertakes to promptly provide the information and cooperation reasonably required to enable such checks.

15.4 If a check reveals a breach of the Agreement, SportAdmin is entitled to take reasonable measures, including but not limited to temporary suspension pursuant to Section 8, limitation of API access, or charging for any costs incurred as a result of the breach. SportAdmin is also entitled, if necessary, to take legal action or terminate the Agreement with immediate effect.

16. Non-Exclusivity

16.1 The Agreement grants no exclusivity to the Customer. SportAdmin is entitled to provide the Services to other customers, including those who conduct similar or competing operations, without any geographical, industry-specific, or customer-segment limitations.

16.2 The Customer does not obtain any exclusive right to functionality, solutions, or technical customisations developed, configured, or implemented within the Services – regardless of whether such work is wholly or partly based on the Customer's requests, needs, or input. SportAdmin is free to reuse and further develop such functionality for other customers and within its overall product development.

16.3 The Customer's use of the Services, including participation in beta versions, test environments, or other evaluations, does not give rise to any priority or exclusive right regarding future access to, customisation of, or release of any functionality of the Services.

16.4 Feedback, suggestions, or other input provided by the Customer or its Users regarding the Services may be freely used by SportAdmin to develop, improve, or modify the Services, without any obligation to compensate the Customer or acknowledge any particular contribution.

17. No Obligation to Further Develop

17.1 SportAdmin strives to continuously improve and develop the Services, but is under no obligation to implement specific changes, customisations, or further development requested by the Customer or based on the Customer's feedback. This applies even if the Customer pays for a specific customisation or functionality. Such customisations do not constitute a commitment by SportAdmin to maintain, further develop, or support the customisation after delivery, unless expressly agreed in writing.

18. Intellectual Property Rights

18.1 All Intellectual Property Rights related to the Services, including but not limited to source code, software, design, content, structure, user interface, and underlying technology, are owned by SportAdmin or its licensors. Nothing in this Agreement shall be interpreted as transferring or granting any such rights to the Customer, except for the limited user rights expressly set out in Section 4.

18.2 The Customer may not, without SportAdmin's written consent, use the Services in any manner that infringes SportAdmin's Intellectual Property Rights.

18.3 Functionality, customisations, or improvements to the Services that are developed, provided, or configured based on the Customer's requests, needs, or input – regardless of whether this incurs a specific cost – shall not give rise to any Intellectual Property Rights for the Customer. All such rights shall vest in SportAdmin, and SportAdmin shall be free to reuse, modify, and provide such functionality to other customers or in other contexts.

18.4 Any information, materials, or feedback voluntarily provided by the Customer to SportAdmin for the purpose of improving the Services may be used by SportAdmin without obligation to provide compensation or acknowledgement.

19. Confidentiality

19.1 Each Party undertakes not to disclose or use confidential information received from the other Party under the Agreement, except to the extent necessary to fulfil the Agreement or comply with mandatory provisions of applicable law.

19.2 "Confidential Information" means all written, oral, electronic, or other information – technical, commercial, financial, or otherwise – that is not publicly available and that one Party, directly or indirectly, receives from the other Party in connection with the Agreement, and which could reasonably be considered to be of a confidential nature.

19.3 The confidentiality obligation does not apply to information that:

- was already publicly known or available at the time of disclosure,
- becomes publicly known or available other than through a breach of this Agreement,
- was already known to the receiving Party without a confidentiality obligation, or
- is lawfully obtained from a third party without a confidentiality obligation.

19.4 Each Party may disclose Confidential Information to its employees, consultants, or subcontractors to the extent necessary for fulfilling the Agreement, provided that such recipients are bound by confidentiality obligations equivalent to those set out herein.

19.5 Data anonymised and/or aggregated by SportAdmin in such a way that individuals cannot be identified shall not be considered Confidential Information under this clause.

19.6 The confidentiality obligation applies during the term of the Agreement and for three (3) years thereafter, unless a longer period is required under mandatory law.

20. Security

20.1 SportAdmin implements reasonable technical and organisational security measures in accordance with industry standards to protect the Services and Customer Data from unauthorised access, loss, destruction, alteration, or other unauthorised processing.

20.2 SportAdmin is not responsible for security deficiencies arising from the Customer's own systems, networks, or equipment. The Customer is specifically responsible for its internal IT environment, including but not limited to management of permissions, passwords, access controls, and connectivity to the Services.

20.3 The Customer shall notify SportAdmin without undue delay upon suspicion of unauthorised access or any other security incident that may affect the Services or Customer Data.

21. Termination of the Agreement

21.1 Upon termination of the Agreement, for any reason, the Customer's right to access and use the Services shall cease immediately as of the termination date, unless expressly agreed otherwise.

21.2 The Customer is solely responsible for backing up its data during the term of the Agreement and for exporting and saving any Customer Data it wishes to retain prior to the Agreement's expiry. SportAdmin has no obligation to assist with data export or to make the Services available after the termination date, unless expressly agreed in writing.

21.3 SportAdmin is entitled to permanently delete all Customer Data and close the Customer's account in the Services thirty (30) days after termination of the Agreement, without further notice.

21.4 The Customer's obligation to pay for agreed Services applies until the date the Agreement ends, regardless of whether the Services have been used. Prepaid fees are non-refundable.

21.5 Provisions in the Agreement which by their nature are intended to survive termination shall continue to apply, including but not limited to provisions on confidentiality, limitation of liability, intellectual property rights, and dispute resolution.

22. Assignment

22.1 SportAdmin is entitled, without the Customer's consent, to assign its rights and obligations under this Agreement, in whole or in part, to:

- another company within the same corporate group,
- an acquiring entity in connection with a merger, business transfer, or sale of substantial assets, or
- another party assuming responsibility for the operation or management of the Services.

22.2 The Customer may not assign the Agreement, in whole or in part, to any third party without SportAdmin's prior written approval.

23. Discontinuation of a Service

23.1 SportAdmin reserves the right to permanently discontinue a service, specific module, integration, or functionality within the Services.

23.2 If the discontinuation materially affects the Customer's access to or use of the Services, the Customer shall be notified at least thirty (30) days prior to the discontinuation taking effect. In such cases, the Customer has the right to terminate the Agreement effective the day before the discontinuation.

23.3 SportAdmin is not liable for any damages, losses, or other costs incurred by the Customer as a result of such discontinuation, except where required under mandatory law.

24. Governing Law

24.1 This Agreement shall be governed by and construed in accordance with the laws of Netherlands.

25. Miscellaneous

25.1 Should any provision of these Terms be deemed invalid, unenforceable, or contrary to mandatory law, this shall not affect the validity or enforceability of the remaining provisions.

25.2 In such cases, the affected provision shall, to the greatest extent possible, be interpreted or, if necessary, replaced in a manner that best reflects its original intent and commercial meaning, taking the Agreement as a whole into account.