

# GENERAL TERMS AND CONDITIONS FOR SALE OF PRODUCTS AND SERVICES

VERSION 5.1 VALID FROM 16<sup>TH</sup> JANUARY 2023

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## GENERAL TERMS AND CONDITIONS FOR SALE OF PRODUCTS AND SERVICES APPLICABLE FROM 16<sup>th</sup> JANUARY 2023 (VERSION 5.1)

### 1. SCOPE AND APPLICATION

- 1.1. These General Terms and Conditions for Sale of Products and Services, including the schedules hereto (the **"Terms"**) shall govern and form an integral part of all agreements entered into and all purchase orders accepted by BifrostConnect by way of a sales order or an order confirmation for the supply of Products and/or Services provided by BifrostConnect ApS (**"BifrostConnect"**). Each such agreement or purchase order (including appendices, if any) shall be referred to herein as an **"Order"**. As used herein, the term **"Products"** shall include both tangible and intangible goods, including Hardware Units (as described in clause 2.1), software, cables, adapters, converters, spare parts and any related software, equipment and/or documentation that may accompany the goods. The term **"Services"** shall include all services provided by BifrostConnect, including Core Services (as described in clause 2.3) provided under the Unit Usage License (as described in clause 2.3). The term **"Customer"** shall mean the person or entity to whom/which BifrostConnect is providing Products and/or Services under an Order.
- 1.2. Any Order to purchase Products and/or Services shall constitute Customer's assent to these Terms. Unless otherwise specified in the quotation, BifrostConnect's quotation shall expire thirty (30) days from its date and may be modified or withdrawn by BifrostConnect before receipt of Customer's acceptance of the quotation. Sale of any Product and/or Services is expressly conditioned on Customer's assent to these Terms.
- 1.3. These Terms including the schedules attached hereto, the Order and any other document referred to in these Terms or the Order, shall constitute the entire agreement between Customer and BifrostConnect relating to the subject matter hereof, and supersede all prior and contemporaneous discussions, understandings, and agreements related to the subject matter hereof. If there is an inconsistency between any of the provisions of these Terms and the provisions of an Order, the provisions of the Order shall prevail.
- 1.4. These Terms shall apply to any and all Products and Services provided by BifrostConnect. When the Terms are applied to Products other than Hardware Units, the regulation relating to Hardware Units shall apply mutatis mutandis to such other Products. When the Terms are applied to Services other than Core Services provided under a Unit Usage License, the regulation relating to the Core Services and the Unit Usage Licenses shall apply mutatis mutandis to such other Services. When Terms are applied to other solutions than the BifrostConnect Solution, the regulation relating to the BifrostConnect Solution (as described in clause 2.2) shall apply mutatis mutandis to such other solutions.

- 1.5. The Terms are intended for enterprise Customers of BifrostConnect. If the Customer is a consumer, the Customer may have rights pursuant to mandatory law in addition to the rights under these Terms.

## 2. THE BIFROSTCONNECT SECURE BRIDGE ACCESS SOLUTION

- 2.1. A "**Hardware Unit**" is a compact remote-control unit which can receive video input and provide keyboard/mouse output through various cable connections, while also providing terminal-based access through a serial port as described in more details on <https://bifrostconnect.com/resources/technical-specifications/>.
- 2.2. Applied together, a Hardware Unit and a Unit Usage License (as described in clause 2.3) constitutes a solution (the "**BifrostConnect Solution**") which enables secure remote access to and control of IT equipment and devices (each a "**Remote Device**"), including but not limited to computers, mobile phones, IoT devices and network equipment. When one Hardware Unit creates a secure bridge between a Remote Device and the computer (PC, smartphone etc.) used by the operator (e.g. a technician, the "**Operator**") seeking secure bridge access to the Remote Device, the BifrostConnect Solution functions as a remote external mouse, keyboard and screen for the Operator who can get access to and control the Remote Device. Also, the BifrostConnect Solution may in the future be expanded so it will be possible to create a secure IP tunnel between a Remote Device and the computer used by the Operator when (i) two Hardware Units are remotely connected, and (ii) both Hardware Units are connected locally with a LAN cable, or a Serial cable, to the Remote Device, respectively the Operator's computer. The BifrostConnect Solution can also be used to gain terminal-based access for the Operator. The BifrostConnect Solution is browser based and a plug and play solution with no software download or installation required on the Remote Device or the computer used by the Operator.
- 2.3. The "**Unit Usage License**" (which forms part of the BifrostConnect Solution) gives right to access to services ("**Core Services**") (i) ensuring the authentication and encrypted data stream between the Remote Device and the web interface in the browser on the computer of the Operator, and (ii) providing a web interface to be applied when enabling the secure remote access to the Remote Device. More features and services may be added to the Core Services and thus be included in the Unit Usage License in the future. Such additional features and services may or may not, at the discretion of BifrostConnect, be included in any existing Unit Usage License or any other license subscription. In order to take advantage of the BifrostConnect Solution, the Customer must for each Hardware Unit subscribe for one Unit Usage License (meaning that one Unit Usage License can be applied to only one Hardware Unit).

## 3. SPECIFICATIONS, REQUIREMENTS, UPDATES AND ACCESSIBILITY

- 3.1. The BifrostConnect Solution has technical specifications ("**Technical Specifications**") described at [www.bifrostconnect.com/resources/technical-specifications/](http://www.bifrostconnect.com/resources/technical-specifications/).

- 3.2. The requirements (the "**Requirements**") for the Customer's (and other parties', where relevant) use of the BifrostConnect Solution are specified in the description which can be found at [www.bifrostconnect.com/resources/technical-requirements/](http://www.bifrostconnect.com/resources/technical-requirements/). The Requirements set out, inter alia, requirements with respect to (i) updating the firmware on the Hardware Unit, (ii) the browsers which can be used to access the Core Services provided under the Unit Usage Licenses, (iii) the physical environment in which the Hardware Unit can operate, (iv) the Remote Devices desired to be accessed and controlled by the BifrostConnect Solution, (v) the cables ensuring connection between the Remote Device and the Hardware Unit, and (vi) the network through which the BifrostConnect Solution is operated.
- 3.3. The software and technical solutions relating to Core Services provided under the Unit Usage Licenses and the Hardware Unit are sought to be continuously improved, and BifrostConnect may therefore change or update the applications, services, technical solutions, and firmware on an ongoing basis.
- 3.4. As set out in clauses 18.1 and 18.2, the Technical Specifications and the Requirements may be modified by BifrostConnect from time-to-time, including when changes and updates are made to the applications, services, technical solutions, and firmware, cf. clause 3.3. The Technical Specifications and the Requirements that at any point in time apply to the BifrostConnect Solution can be found on [www.bifrostconnect.com/resources](http://www.bifrostconnect.com/resources).
- 3.5. Changes and updates to the firmware of the Hardware Unit must be downloaded by the Customer when notified by BifrostConnect. It can cause harm to the firmware on the Hardware Unit if the Customer does not comply with the Requirements when updating firmware, especially if the Hardware Unit is being switched-off during an update. If the firmware or Hardware Unit is damaged for this reason, the costs of any repair or replacement will be a cost of the Customer.
- 3.6. BifrostConnect will make reasonable efforts to notify the Customer of scheduled changes, upgrades, or maintenance of the Core Services that may materially affect the Customer's use of the BifrostConnect Solution.
- 3.7. The Core Services may be temporarily inaccessible due to upgrades or maintenance of such services. BifrostConnect shall use reasonable efforts to schedule any such upgrades or maintenance outside normal business hours in Denmark.
- 3.8. BifrostConnect strives to provide a minimum uptime of 99% for the Core Services . This uptime is inclusive of scheduled maintenance, but exclusive of downtime due to (i) downtime caused by lack of (at least) 4G connectivity or errors to the data SIM card, and/or (ii) errors in the Customer's equipment or internet connection. By submitting the Order, the Customer accepts that defects, errors, or inappropriate features may occur in the Core Services provided under Unit Usage Licenses. Such defects, errors or inappropriate features will be sought to be remedied by BifrostConnect in accordance with clause 9.2.

- 3.9. BifrostConnect reserves the rights to vary the BifrostConnect Solution or its packaging or labelling and the Marks (as defined in 15.5) by way of additions to them, withdrawals or alterations to the specifications at the absolute discretion of BifrostConnect.

#### **4. CUSTOMER'S RIGHT OF USE OF THE BIFROSTCONNECT SERVICES**

- 4.1. The Customer gains a non-exclusive and non-transferable right to use the Core Services , effective when the Unit Usage License commences (see clause 6.1) and until Customer's Unit Usage License expires or is terminated.
- 4.2. The BifrostConnect Solution can only be used to enable secure remote access to Remote Devices used by Customer.
- 4.3. When the Core Services provided under Unit Usage Licenses are used through BifrostConnect's TURN servers, such usage must be fair and reasonable and not exceed 500 Gigabyte per calendar month for each Hardware Unit. The maximum of 500 Gigabyte per calendar month may be lowered by BifrostConnect to a reasonable number with immediate effect if the costs of BifrostConnect to its suppliers related to the usage is increased in a material manner. If BifrostConnect's TURN servers are used in excess of the applicable maximum, BifrostConnect shall be entitled to receive a fee from the Customer that provides BifrostConnect with a reasonable compensation for the excess usage.

#### **5. PRODUCT USE TERMS**

- 5.1. All access to and use of the BifrostConnect Solution shall be solely for the Customer's own internal business operations and not for the benefit or business of any other party. Without limiting the foregoing, Customer shall not license, rent, sell, lease, transfer, assign, distribute, display, host, outsource, disclose, link to, mirror, frame, or otherwise commercially exploit or make available to any party (other than Customer's authorized employees) the BifrostConnect Solution.
- 5.2. Usernames and passwords shall be used only for the benefit of Customer. Customer shall be responsible for all use in violation of these Terms through its account or using any of its usernames and passwords.
- 5.3. Customer understands that all communications, transmissions, and submissions to, through, and from the BifrostConnect Solution are transmitted through networks, equipment and facilities that are not owned or controlled by Customer. BifrostConnect intends to take such measures as it considers reasonably appropriate for purposes of maintaining the security of only its own facilities used to provide the BifrostConnect Solution. Provided that BifrostConnect takes such measures, BifrostConnect shall have no responsibility or liability for any communications, transmissions, or submissions which are altered, intercepted, accessed without authorization or any other breaches of security. BifrostConnect shall not be required to authenticate the identity of any user and shall be entitled to presume that it is the Customer itself which is interacting

- through the BifrostConnect Solution and the web site of BifrostConnect ("**Web Site**") when the authorized username and password of such Customer are used. Customer shall notify Customer immediately of any unauthorized use of the BifrostConnect Solution; loss or theft of any username or password; or any other security failure of which Customer is aware.
- 5.4. The BifrostConnect Solution (including the Web Site) may become unavailable and inaccessible at any time without notice, both for reasons controlled by BifrostConnect or Customer and for reasons not controlled or determined by BifrostConnect Solution or Customer. In the event of planned unavailability, Customer will attempt in good faith to provide Customer with at least 24 hours prior notice of the unavailability. Planned outages may also be announced email and on the Web Site. Subject to the foregoing, Customer shall have no liability or responsibility as a result of any unavailability of, inaccessibility to the BifrostConnect Solution or Web Site, whether or not the unavailability, inaccessibility, or inability to use, is within their control.
- 5.5. BifrostConnect and Customer shall have no liability or responsibility for any loss of data or information by Customer when using the BifrostConnect Solution.
- 5.6. Customer shall indemnify and hold harmless BifrostConnect and the directors, officers and employees of BifrostConnect and the successors and assigns of any of the foregoing (the " BifrostConnect Indemnitees"), from and against any and all liabilities, damages, settlements, claims, actions, suits, proceedings, penalties, fines, costs and expenses (including, without limitation, reasonable attorneys' fees and other expenses of litigation) incurred by any BifrostConnect Indemnitee based upon a claim of a third-party to the extent resulting from: (a) the negligence, or illegal or willful misconduct, of Customer; or (b) otherwise arising out of Customer's use of the BifrostConnect Solution.
- 6. ORDERS, LICENSE SUBSCRIPTION PERIODS AND TERMINATION**
- 6.1. All purchases of Products and Services shall be documented in a written Order (as defined in clause 1.1).
- 6.2. BifrostConnect shall use commercially reasonable efforts to fulfill and ship Orders (unless such Order is not accepted by BifrostConnect) no later than within thirty (30) business days from receipt thereof. Delivery may be delayed due to e.g., late deliveries from a supplier, subcontractor or cooperative partner.
- 6.3. A Unit Usage License shall apply for either one (1), two (2) or three (3) Subscription Periods (where a "**Subscription Period**" shall mean a period of 12 (twelve) consecutive months) as agreed in the Order. The period for which the license subscription applies (being one, two or three Subscription Periods) is hereinafter referred to as the "**Initial Subscription Period**". Unless terminated in accordance with clause 6.5, the Initial Subscription Period is subject to auto-renewal pursuant to clause 6.6 for additional periods of 12 (twelve) consecutive months each (each an "**Additional Subscription Period**").

- 6.4. With respect to each Unit Usage License, the Initial Subscription Period commences on the commencement date stated in the Order. If no commencement date is stated in the Order, the Initial Subscription Period commences on the earlier of (A) 30 days from delivery of the Hardware Unit to Customer in accordance with clause 8.1 or (B) the date when the Hardware Unit is first taken into use by Customer.
- 6.5. Customer may terminate the license subscription by written notice to BifrostConnect no later than 90 days prior to the end of the Initial Subscription Period or any Additional Subscription Period as relevant and with effect from the end of such Initial Subscription Period or Additional Subscription Period as relevant.
- 6.6. Unless and until terminated in accordance with clause 6.5, the license subscription shall be automatically renewed for successive Additional Subscription Period(s) and the license subscription price for such Additional Subscription Period(s) may be invoiced without prior notice in accordance with clause 7.5.
- 6.7. BifrostConnect may with immediate effect and without prior notice suspend or terminate the Customer's access to and use of Services, (i) if the Customer in the reasonable opinion of BifrostConnect is in breach of these Terms ; or (ii) if Customer in any way causes a third party claim against BifrostConnect or causes a justifiable reason for a third-party to impose actions upon BifrostConnect that will have an adverse effect on BifrostConnect's operations; or (iv) if the Customer fails to pay any BifrostConnect invoice on due date or is behind with other agreed upon payments and such failure is not cured within five (5) business days of notice thereof.

## 7. PRICES AND PAYMENT

- 7.1. The prices for the Products and Services, including fee for any Unit Usage Licenses and purchase price for any Hardware Unit, are set forth in the Order(the "**Prices**") and shall be subject to adjustments from time to time in accordance with this Section 7.
- 7.2. Unless otherwise stated in the order confirmation/sales order all Prices, fees and charges do not include and are exclusive of (i) value added tax (VAT), Goods and Services Tax (GST), excise tax, import duties or similar charges (collectively, "**Consumption Tax**") and (ii) withholding, equalization, digital or equivalent tax (collectively, "**Withholding Tax**"). If according to the Customer's local tax law a Consumption Tax is applicable, BifrostConnect will charge the Consumption Tax on top of agreed Prices, fees or charges and the Customer is required to pay the applicable Consumption Tax. If the Customer is required to pay a Withholding Tax or make any other tax deduction on any Prices, fees or charges payable to BifrostConnect, the Customer shall take sole responsibility for payment of any such Withholding Tax from its own funds and BifrostConnect shall receive the total amount of its invoices to the Customer. If a deduction is made from the agreed Prices, fees or charges due to such taxes this will be considered as a partial non-payment of the invoice issued to the Customer. In the event of a change in the law following the commencement of the license subscription, including introduction or change in a Consumption Tax or a



Withholding Tax applicable, BifrostConnect and the Customer reserve the right to renegotiate the agreed Prices in good faith.

- 7.3. Subject to clause 7.4, BifrostConnect shall invoice Customer for the Initial Subscription Period and for the Hardware Unit(s) upon acceptance of the Order.
- 7.4. If the Initial Subscription Period is for more than 12 (twelve) months and if the fee for the license subscription is paid in annual installments as per the Order, Customer shall pay for the Initial Subscription Period in equal annual installments. BifrostConnect shall invoice Customer for the first installment of the Initial Subscription Period and for the Hardware Unit(s) upon acceptance of the Order. The subsequent installment(s) shall be invoiced one month prior to end of the previous instalment period.
- 7.5. Upon the renewal of the license subscription for any Additional Subscription Period, BifrostConnect shall invoice Customer one months prior to end of the previous Subscription Period.
- 7.6. The invoice shall be payable by Customer no later than ten (10) days from the date of invoice.
- 7.7. Customer shall pay invoices to BifrostConnect's bank account specified in the invoice or with credit card, as identified in the invoice. If the Customer pays by credit card, the payment will be drawn when the Hardware Unit is dispatched. Any credit card fee is for the account of the Customer. BifrostConnect may require that the Customer must pay through an automatic payment system.
- 7.8. In the event of late payment of undisputed invoices, and if such late payment is not made within five (5) business days of notice thereof, BifrostConnect shall be entitled to suspend the Services provided until receipt of the payment and charge interest on the overdue amount which will accrue at a rate equal the highest rate allowed by law
- 7.9. BifrostConnect reserves the right to offset any amount owed to the Customer against any amount the Customer owes to BifrostConnect, without the prior consent of the Customer, in relation to all contracts in place between the parties.
- 7.10. BifrostConnect may increase the fee for any Unit Usage License effective from the commencement of any Additional Subscription Period subject to notifying Customer in writing no later than four months prior to the end of the Initial Subscription Period or prior to the end of any Additional Subscription Period as relevant.
- 7.11. In addition to clause 7.10, if the Initial Subscription Period is for more than 12 (twelve) months and if the license subscription is paid in annual installments as per the Order, the Prices shall be increased automatically once per Calendar Year and with effect from 1 January (the "**Review Date**") in each Calendar Year (where a Calendar Year shall mean each successive period from 1 January to 31 December during the Initial Subscription Period and any Additional Subscription Period). The yearly price increase shall correspond to the higher of (i) a percentage equal to the percentage increase in

the NPI (Net Price Index) in the 12 months period ending on 31<sup>st</sup> October in the Calendar Year immediately prior to the Review Date as compiled and published by Statistics Denmark (<https://www.dst.dk/en/Statistik/emner/oekonomi/prisindeks/nettoprisindeks>); and (ii) three (3) per cent over the prices applicable in the preceding Calendar Year.

- 7.12. If an Order has been agreed in a currency other than Euro, and if, on the date of invoicing, the exchange rate between Euro and the agreed currency has fluctuated more than five (5) per cent compared to the exchange rate on the date of the Order, then BifrostConnect shall be entitled to adjust the invoiced amount to compensate for any loss arising as a result of such currency fluctuation.

## **8. DELIVERY**

- 8.1. The terms of delivery for the Hardware Unit(s) shall be "Ex Works" (EXW) at BifrostConnect's address in Denmark, according to "INCOTERMS 2020" - International Rules for the Interpretation of Trade Terms (ICC Pub. No. 723).
- 8.2. The time of delivery stated in the Order is indicative and may be changed by BifrostConnect without prior notice, e.g., due to late deliveries from a subcontractor or cooperative partner. The Customer waives any claim against BifrostConnect for late delivery regardless of the cause of the delay.

## **9. SUPPORT, REMEDY OF DEFECTS**

- 9.1. From 9:00 to 16:30 (Central European Time) on ordinary business days in Denmark, BifrostConnect provides support in relation to the BifrostConnect Solution.
- 9.2. If Services are defective, BifrostConnect shall use commercial reasonable efforts to remedy such defect within reasonable time after having been notified in writing of such defect.
- 9.3. BifrostConnect warrants that the Hardware Unit(s) will be free from defects in material or workmanship for a period of two (2) years following the date of delivery to the Customer, provided that the Hardware Unit(s) are used in full compliance with the Requirements. BifrostConnect shall not be responsible for any defect that occurs after such two (2) years period and the repair of any such defect shall be for the account of the Customer.
- 9.4. The limited warranty on the Hardware Unit does not cover failures due to abuses, accidental damage or if the Hardware Unit is opened, repaired, adjusted, manipulated, updated by unauthorized firmware updates, or changed by any other person but BifrostConnect or a person entrusted by BifrostConnect.
- 9.5. If the Hardware Unit is defect and the defect is covered by BifrostConnect's warranty, cf. 9.3 and 9.4, BifrostConnect will, at its own choice and expense, repair or replace such Hardware Unit within reasonable time. If BifrostConnect decides to replace the

defective Hardware Unit, the replacement Hardware Unit can be a newer version if such newer version in all material respects at least has the same features and functionality as the defective Hardware Unit being replaced.

- 9.6. If an issue cannot be remedied remotely by BifrostConnect, the defective Hardware Unit must be returned to BifrostConnect or to a subcontractor designated by BifrostConnect. The shipping cost of returning the Hardware Unit is payable by the Customer, while the cost of shipping the repaired or replaced Hardware Unit to the Customer is payable by BifrostConnect.
- 9.7. If the Hardware Unit returned to BifrostConnect is not defective or if the defect is not the responsibility of BifrostConnect pursuant to these Terms, then BifrostConnect is entitled to invoice the Customer for a replacement Hardware Unit with an amount equal to the current list price for a separate Hardware Unit (i.e. the price applicable when no simultaneous Unit Usage License is purchased) or (if lower) a reasonable cost of repair and the cost of shipping the repaired or replaced Hardware Unit to the Customer.
- 9.8. If the Customer wishes to replace a Hardware Unit (including because the Hardware Unit has been lost or irreparably damaged), the Customer shall be entitled to purchase a replacement Hardware Unit from BifrostConnect at a price equal to the current list price for a separate Hardware Unit (i.e., the price applicable when no simultaneous license subscription of a is purchased). For the avoidance of doubt, the relevant Unit Usage License shall apply unchanged to such replacement Hardware Unit. The displaced Hardware Unit will be deactivated by BifrostConnect if a replacement Hardware Unit is purchased.

## **10. RESPONSIBILITY FOR THIRD PARTY SUPPLIERS**

- 10.1. BifrostConnect is not responsible for any functionality or service made available to the Customer by third-party suppliers, including telecom providers.

## **11. REPRESENTATIONS AND WARRANTIES**

- 11.1. The Customer guarantees that the Customer (i) will comply with the Requirements and any other requirement in these Terms, and (ii) will not use the BifrostConnect Solution for illegal purposes or in a way that infringes the rights of BifrostConnect under these Terms.
- 11.2. The Customer is responsible for any use of any login information, including to any BifrostConnect application through which the Customer gets access to Services, provided to the Customer or created by the Customer. The Customer will inform BifrostConnect without delay of any abusive or unauthorized use of its login information or of the Customer's account and is liable to BifrostConnect for abuse of the Customer's access and Orders placed on any BifrostConnect application. BifrostConnect is entitled to temporarily block the Customer's access to any BifrostConnect application, exclude the Customer from using Services and to remove

- the Customer from any BifrostConnect application, if BifrostConnect acting reasonably deems that there are indications of abuse of the login information. Access will be restored to the Customer as soon as such suspicion has been removed and/or additional security measures respectively (e.g. change of the login information) have been taken.
- 11.3. The Customer is continuously obliged to provide true, precise, up-to-date and complete data to BifrostConnect regarding the Customer's account with BifrostConnect.
- 11.4. The Customer acknowledges and agrees that it may be required to comply with certain third-party service provider policies which may be made available in the BifrostConnect applications' user interface and/or presented to the Customer at the moment such third-party services are ordered through the BifrostConnect applications. If the Customer does not agree to such policies, it shall not use such third-party services.
- 11.5. When using the BifrostConnect Solution, the Customer shall not (i) use the BifrostConnect Solution in breach of applicable law, in particular the Customer shall not transmit any content or data that is unlawful or infringes any intellectual property rights or other rights of third-parties; and (ii) interfere or endanger the operation or security of the Core Services and any BifrostConnect application.
- 11.6. BifrostConnect represents that the use of the BifrostConnect Solution will not give BifrostConnect access to the data processed by the Customer through any secure bridge access being enabled. The Customer represents that the Customer will not provide personal data to BifrostConnect through the BifrostConnect Applications or otherwise. Details on BifrostConnect's processing of personal data are available in BifrostConnect's Privacy Policy. The Privacy Policy is available on [www.bifrostconnect.com/privacy](http://www.bifrostconnect.com/privacy).
- 11.7. BifrostConnect represents and warrants that (i) it will provide the Core Services in a diligent manner consistent with applicable industry standards; and (ii) its provision and operation of the Core is in compliance with applicable laws.

## 12. DISCLAIMER

- 12.1. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, STATUTORY OR IMPLIED. THE SERVICE IS MADE AVAILABLE "AS IS" AND "AS AVAILABLE". UNLESS OTHERWISE PROVIDED IN THESE TERMS, INTER ALIA, BIFROSTCONNECT DOES NOT REPRESENT OR WARRANT THAT (I) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (II) THE SERVICE WILL MEET THE CUSTOMERS REQUIREMENTS OR EXPECTATIONS (UNLESS SET FORTH IN THE AGREEMENT); (III) ANY STORED DATA OR REPORTING WILL BE ACCURATE, RELIABLE OR FREE FROM LOSS; OR

(IV) THE DELIVERY OF A PARTICULAR INVENTORY, AT A PARTICULAR TIME, OR OVER A PARTICULAR PERIOD. EACH PARTY EXPRESSLY DISCLAIMS ANY OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, COURSE OF DEALING OR PERFORMANCE

### **13. LIMITATION OF LIABILITY**

- 13.1. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, IN NO EVENT WILL EITHER PARTY ON BEHALF OF ITSELF AND ITS AFFILIATES BE LIABLE FOR ANY LOSSES OR DAMAGES THAT MAY BE SUFFERED BY THE OTHER PARTY, WHETHER THE SAME ARE SUFFERED INDIRECTLY OR ARE CONSEQUENTIAL, AND WHETHER THE SAME ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE HOWSOEVER, THAT FALL WITHIN ANY OF THE FOLLOWING CATEGORIES: (I) SPECIAL DAMAGES EVEN IF THE RELEVANT PARTY WAS AWARE OF THE CIRCUMSTANCES IN WHICH SUCH SPECIAL DAMAGES COULD ARISE; (II) LOSS OF PROFITS; (III) LOSS OF ANTICIPATED SAVINGS; (IV) LOSS OF BUSINESS OPPORTUNITY; (V) LOSS OF GOODWILL; OR (VI) LOSS OR CORRUPTION OF DATA.
- 13.2. BifrostConnect's total liability and indemnification towards the Customer, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, shall be limited to the lower of (I) EUR fifty thousand (50,000), or (II) the amounts paid by the Customer to BifrostConnect for the twelve (12) months period prior to the occurrence of the incident on which the claim for damages/indemnification is based.
- 13.3. THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS SECTION AND ELSEWHERE IN THESE TERMS WILL APPLY TO THE FULLEST EXTENT PERMISSIBLE BY LAW, BUT NEITHER PARTY WILL EXCLUDE OR LIMIT LIABILITY FOR: (I) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE OR THAT OF ITS OFFICERS, EMPLOYEES, CONTRACTORS OR AGENTS ACTING IN THE COURSE OF THEIR DUTIES; (II) WILLFUL MISCONDUCT, FRAUD OR FRAUDULENT MISREPRESENTATION; (III) BREACH OF SECTION 15, (IV) PAYMENTS PURSUANT TO SECTION 7 (PAYMENT); OR (V) ANY OTHER LIABILITY WHICH MAY NOT BE EXCLUDED OR LIMITED BY LAW.

### **14. COMPLIANCE MATTERS**

- 14.1. During the course of performing and receiving Services under these Terms, each party undertakes to comply with the terms of the convention on combating bribery of foreign public officials in international business transactions adopted by the Organization for Economic Co-operation and Development and/or any national or other legislation, applicable laws, statues, regulations or codes enacted in connection therewith or other such applicable laws intended to combat bribery, conflicts of interest, and/or corruption of government officials or of commercial relationships ("Relevant Requirements"). Furthermore, each party shall have in place and comply with internal policies and procedures to ensure that it and its managers, employees, contractors,

- agents, and representatives comply with the Relevant Requirements and shall enforce the same where appropriate.
- 14.2. Each party undertakes not to disclose or transmit information, sell, or export goods or technology, directly or indirectly, to any destination and/or legal entity or natural person, if such transmission, sale, or export would be prohibited pursuant to applicable Sanctions. "Sanctions" shall mean any and all national and/or international (including but not limited to the trade, economic or financial) sanctions laws, regulations, embargoes or restrictive measures, imposed by - including but not limited to - the competent governments, authorities, or bodies of the United Nations, the United States of America, the United Kingdom, Denmark or the European Union which applies to the relevant party in the specific situation.
- 14.3. Customer shall upon request by BifrostConnect promptly provide BifrostConnect with any information pertaining to Customer's business partner(s), the particular destination, and intended end-use of BifrostConnect's technology. Furthermore, Customer shall be obliged to provide BifrostConnect with written notice immediately in case Customer, its board of directors or executive management become listed on any lists of sanctioned entities or natural persons, as adopted by the competent governments, authorities, or bodies of the United Nations, the United States of America, the United Kingdom, Denmark or the European Union. Subject to the applicable Sanctions, BifrostConnect may be obliged to restrict, temporarily suspend, or terminate Customer's access to Services and terminate any license subscription for Services.

## **15. INTELLECTUAL PROPERTY RIGHTS**

- 15.1. The Customer acknowledges that the BifrostConnect Solution is a valuable trade secret of BifrostConnect, and all intellectual property rights therein are and shall remain the sole property of BifrostConnect as well as any enhancements, improvements, corrections, modifications, alterations, and updates thereto.
- 15.2. The Customer gains no patent rights, copyrights, business secrets, trademark rights or other rights, in the BifrostConnect Solution, except as set out in these Terms and the Order(s).
- 15.3. If the Customer provides BifrostConnect with (whether orally or in writing) any feedback, suggestions or the like regarding the BifrostConnect Solution and other (potential) products and services of BifrostConnect ("**Feedback**"), such Feedback shall be deemed the exclusive property of BifrostConnect and Customer hereby irrevocably transfers and assigns to BifrostConnect all intellectual property rights to the Feedback and waives any and all moral rights or economic rights that Customer may have in respect thereto and BifrostConnect may use and exploit such Feedback in any manner as BifrostConnect sees fit, without any obligation and/or liability by BifrostConnect, including without limitation payment of royalty or any other consideration to Customer and/or any third party.

- 15.4. The Customer shall not (and shall not allow any third-party to) (i) (except to the limited extent applicable statutory law expressly prohibits reverse engineering restrictions), copy, modify, reverse engineer, decompile, disassemble revise or enhance the hardware, software or other components being or relating to the BifrostConnect Solution or attempt to discover or derive any software source code relation to the BifrostConnect Solution, or create derivative works based thereon; (ii) develop any concept, material or product containing any of the concepts and ideas contained in the BifrostConnect Solution; or (iii) remove or modify any proprietary notices, labels or marks on Hardware Unit(s).
- 15.5. The Customer acknowledges and agrees that BifrostConnect is the exclusive owner of BifrostConnect's trademarks and service marks (whether registered or not) ("**Marks**"). The Customer may not contest the Marks or register or attempt to register in any jurisdiction any of the Marks or any confusingly similar trademark or trade name. The Customer agrees not to use the Marks with respect to any products or materials not provided by BifrostConnect, or that might in any way result in confusion as to BifrostConnect and Customer or any third party being separate and distinct entities. All goodwill associated with or arising out Customer's use of the Marks shall belong solely to BifrostConnect.
- 15.6. Customer shall indemnify and hold harmless BifrostConnect from and against any losses, damages, liabilities, costs or expenses of any nature whatsoever, including reasonable attorney's fees arising out of or associated with Customer's infringement of BifrostConnect's intellectual property rights associated with the BifrostConnect Solution or Customer's breach of its obligations under this Section 15.

## **16. CONFIDENTIAL INFORMATION**

- 16.1. During the course of performing and receiving Services under these Terms, each party may have access to information of the other party that is confidential ("**Confidential Information**"), including, without limitation, specifications, business methods, marketing strategies, pricing and the terms of these Terms. Confidential Information shall also mean technical documentation which BifrostConnect may make available and share with Customer throughout the Term or any Renewal Term.
- 16.2. Confidential Information will not include any information that (i) is already known by the recipient or its affiliates free of any obligation to keep it confidential; (ii) is or becomes publicly known through no wrongful act of the recipient or its affiliates; (iii) is received by the recipient from a third-party without any restriction on confidentiality; (iv) is independently developed by the recipient or its affiliates; (v) is disclosed to third-parties by the disclosing party without any obligation of confidentiality or because of a valid order, rule, regulation or law; or (vi) is approved for release by prior written authorization of the disclosing party.
- 16.3. Each party shall not, except as expressly permitted by these Terms, without the prior written consent of the other party (i) communicate, or otherwise make available, the other party's Confidential Information to any third-party, except its affiliates, agents,

directors, employees and authorized representatives with a need to know; provided that recipient party binds those affiliates, agents, directors, employees and authorized representatives to confidentiality obligations at least as restrictive as those stated in this section; or (ii) use the other party's Confidential Information for any commercial, industrial or other purpose whatsoever other than the use or provision of the Services; or (iii) copy, adapt, or otherwise reproduce the other party's Confidential Information save as strictly necessary for the provision of the Services under these Terms. All Confidential Information (including all copies or extracts thereof) of the disclosing party shall remain the property of the disclosing party. Upon the request of the disclosing party, recipient party shall either (a) return such materials to disclosing party; or (b) certify in writing as to the destruction thereof.

## **17. ASSIGNMENT**

- 17.1. The Customer may not assign, sublicense, or transfer any rights or duties under these Terms, without BifrostConnect's prior written consent. Any assignment, transfer, or attempted assignment or transfer in violation of this clause will be void and of no force or effect.
- 17.2. BifrostConnect and its subsequent assignees may assign, delegate, sublicense, or otherwise transfer its rights or obligations under these Terms, in whole or in part, to any person or entity. BifrostConnect shall provide written notice to Customer of any such assignment or transfer.

## **18. MODIFICATIONS**

- 18.1. BifrostConnect may modify these Terms from time to time, including the Technical Specifications and the Requirements. Except as set out in 18.2, any modification to these Terms requires notification to the Customer and will only come into effect from the beginning of any subsequent Additional Subscription Period.
- 18.2. Modifications to these Terms, the Technical Specifications, and the Requirements which are made by BifrostConnect to reflect technical advances, to allow the Services' continuing compliance with applicable mandatory laws or cannot be deemed detrimental in any manner to the Customer can be adopted by BifrostConnect and become binding on the Customer forthwith upon noticing Customer by posting the amended Terms on BifrostConnect's website. It is the Customer's responsibility to check BifrostConnect's website regularly for any such modifications.

## **19. MARKETING RIGHTS**

- 19.1. The Customer grants to BifrostConnect permission to use the Customer's name and logo as part of BifrostConnect's sales and marketing activities and related reference materials, including, but not limited to, on BifrostConnect's websites (including [www.bifrostconnect.com](http://www.bifrostconnect.com)). The Customer may revoke this permission at any time by written notification to BifrostConnect.



## 20. FORCE MAJEURE

20.1. Neither party will be responsible for delay or failure in performing obligations under these Terms if the delay or failure in performance is prevented by or becomes unreasonably onerous due to the occurrence of an event beyond the control of such party ("**Force Majeure**"). Such Force Majeure events include but not limited to lightning, flood, hurricane, tornado, fire, war, terrorism, decisions or omissions of authorities, industrial disputes, pandemics, hacking, malware, delay by subcontractors, regulatory orders and new legislation. Any party that wishes to invoke an event as set forth above will notify the other party of the occurrence of the Force Majeure event. Should the Force Majeure event continue for more than thirty (30) days, either party may terminate the relevant license subscription(s) with immediate effect by giving written notice to the other party. In the event that the Customer exercises its right to terminate its license subscription(s) under this clause, it will immediately pay to BifrostConnect all applicable prices, fees and charges incurred, due and payable to BifrostConnect under these Terms up to the effective date of such termination.

## 21. OTHER TERMS

- 21.1. Notices. BifrostConnect may provide notices to the Customer, at BifrostConnect's option, by email to the email address provided in the Order, or by mail to the postal address provided in the Order, or by posting on any BifrostConnect website to which the Customer has access in relation to the Services. It is the Customer's responsibility to ensure that the email address and any other contact information it provides to BifrostConnect is updated and correct at all times. Changes to the Customer's contact information (including the email address for invoices) should be sent to the designated BifrostConnect representative.
- 21.2. Nothing in these Terms shall create, or is intended to, or shall be deemed to create a partnership or the relationship of principal and agent between the Customer and BifrostConnect or otherwise authorize the Customer to make or enter into any commitments for or on behalf of BifrostConnect.
- 21.3. No failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 21.4. The headings used in these Terms are for convenience only and will not affect in any way the meaning or interpretation of the Terms. In the event of any claimed conflict, omission or ambiguity in these Terms, no presumption or burden of proof or persuasion will be implied by virtue of the fact that the Terms was prepared by or at the request of a particular party. These Terms will be interpreted equally as to both parties and not against the party that drafted them. Whenever the context requires, the gender of all words will include the masculine, feminine and neuter, and the number of all words will include the singular and plural.

- 21.5. In the event that any provision of these Terms is found to be to be unenforceable and/or contrary to law, then such provision shall be construed as nearly as possible to reflect the intention of the parties, with the other provisions remaining in full force and effect.

## **22. GOVERNING LAW AND DISPUTE RESOLUTION**

- 22.1. These Terms shall be governed by, and construed in accordance with, the laws of Denmark without regard to any conflicts of laws rules or principles.
- 22.2. Any claim, dispute or controversy between the parties will be subject to the exclusive jurisdiction and venue of the Copenhagen City Court and each party hereby irrevocably submits to the personal jurisdiction of such court and waives any jurisdictional, venue, or inconvenient forum objections to such court. Notwithstanding the foregoing, each party may seek equitable relief in any court of competent jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms and is hereby disclaimed.