

# PRODUCT USE TERMS FOR BIFROSTCONNECT

VERSION 1.1 VALID FROM 01 JULY 2023



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## Table of Contents

1. SCOPE AND APPLICATION.....	2
2. DESCRIPTION OF THE BIFROSTCONNECT SOLUTION .....	2
3. SPECIFICATIONS, REQUIREMENTS, UPDATES AND ACCESSIBILITY .....	3
4. USE OF THE BIFROSTCONNECT SOLUTION.....	4
5. REPRESENTATIONS AND WARRANTIES .....	6
6. INTELLECTUAL PROPERTY RIGHTS.....	6
7. CONFIDENTIAL INFORMATION .....	7
8. ASSIGNMENT .....	8
9. MODIFICATIONS.....	8
10. MARKETING RIGHTS .....	8
11. FORCE MAJEURE.....	9
12. OTHER TERMS .....	9
13. GOVERNING LAW AND DISPUTE RESOLUTION.....	9

PRODUCT USE TERMS FOR BIFROSTCONNECT  
APPLICABLE FROM 1<sup>st</sup> JULY 2023 (VERSION 1.1 )

## 1. SCOPE AND APPLICATION

- 1.1. These product use terms ("**Use Terms**") applies to anyone who uses (a "**User**") the BifrostConnect Solution (as defined in clause 2.1) provided by BifrostConnect ApS ("**BifrostConnect**") or other services ("**Services**") delivered by BifrostConnect. Clauses applying to Core Services (as defined in clause 2.2) also apply to Services mutatis mutandi.
- 1.2. If the User is a customer ("**Customer**") of BifrostConnect, the Use Terms functions as a schedule to (and thereby an integral part of) the general terms and conditions of products and services applicable to the agreement between the Customer and BifrostConnect.
- 1.3. If the User is not a Customer (but a subsidiary, parent company or other affiliate of the Customer, a customer of the Customer, or a user otherwise authorised by the Customer to use the BifrostConnect Solution as agreed between BifrostConnect and the Customer), the Use Terms sets out (i) certain obligations which the User has towards BifrostConnect (as a third party beneficiary) in relation to the User's use of the BifrostConnect Solution, and (ii) certain information relevant for the User about the BifrostConnect Solution.
- 1.4. Even if the User is not a Customer, BifrostConnect is entitled (as a third party beneficiary) to rely on the Use Terms and assert or bring any action or claim against the User. The Customer is responsible for the User's fulfillment of Its obligations under these Use Terms.
- 1.5. These Use Terms include certain clauses which set out obligations of BifrostConnect towards the Customer. If the User is not a Customer, the User understands and accepts (i) that BifrostConnect bears no obligations towards the User under these Use Terms, and (ii) that the User shall in any case not assert or bring any action or claim against BifrostConnect under these Use Terms or in relation to the BifrostConnect Solution or Services on whatever grounds.
- 1.6.

## 2. DESCRIPTION OF THE BIFROSTCONNECT SOLUTION

- 2.1. BifrostConnect produces and delivers a solution (the "**BifrostConnect Solution**") that consists of a Hardware Unit (as described in clause 2.2) and a Unit Usage License (as described in clause 2.3 ). The BifrostConnect Solution enables secure (i) remote access to, (ii) remote control of and/or (iii) remote connection between IT equipment

and devices (each a "**Remote Device**"), including computers, mobile phones, PLCs, IoT devices and network equipment. The secure connection to and/or between Remote Devices can be achieved by various means, including by establishing KVM access, serial terminal , SSH, an IP tunnel, a serial tunnel, or a USB tunnel. The BifrostConnect Solution is browser-based and a plug and play solution with no software download or installation required on the Remote Devices.

- 2.2. A "**Hardware Unit**" is a compact remote-access unit that can be connected to one or more Remote Devices whereby the unit facilitates remote access to and/or between such Remote Devices.
- 2.3. The "**Unit Usage License**" (which forms part of the BifrostConnect Solution) gives the Customer the right to access to services ("**Core Services**") (i) ensuring the authentication and encrypted data stream between the Remote Devices, and (ii) providing a web interface to be applied when enabling the secure remote access between the Remote Devices. Also, it may be agreed that the Unit Usage License includes optional services ("Optional Services") such as identity and access management, audit logging, and API integrations.

### **3. SPECIFICATIONS, REQUIREMENTS, UPDATES AND ACCESSIBILITY**

- 3.1. The BifrostConnect Solution has technical specifications ("**Technical Specifications**") described at [www.bifrostconnect.com](http://www.bifrostconnect.com) .
- 3.2. The requirements (the "**Requirements**") for the User's use of the BifrostConnect Solution are specified in the description which can be found at [www.bifrostconnect.com](http://www.bifrostconnect.com) .
- 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. 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](http://www.bifrostconnect.com) .
- 3.5. Changes and updates to the firmware of the Hardware Unit must be downloaded by the User when notified by BifrostConnect. It can cause harm to the firmware on the Hardware Unit if the User 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 User.

- 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 User'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 User's equipment or internet connection. The User 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 the General Terms.
- 3.9. From 9:00 to 16:30 (Central European Time) on ordinary business days in Denmark, BifrostConnect provides support to the Customer in relation to the BifrostConnect Solution. Unless otherwise agreed between BifrostConnect and the Customer, the Customer provides support to the User.

#### **4. USE OF THE BIFROSTCONNECT SOLUTION**

- 4.1. Unless otherwise agreed between BifrostConnect and the Customer, the User 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 User's authorized employees) the BifrostConnect Solution.
- 4.2. Usernames and passwords shall be used only for the benefit of an User. The User is liable to BifrostConnect for any abusive or unauthorized use of its login information or of any account use through which the User gets access to Services. The User will inform BifrostConnect without delay of any abusive or unauthorized use, or any other security failure of which the User is aware. BifrostConnect is entitled to temporarily block the User'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.

- 4.3. The User is continuously obliged to provide true, precise, up-to-date and complete data to BifrostConnect regarding the User's account with BifrostConnect.
- 4.4. The User represents that the User 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 which is available on [www.bifrostconnect.com/privacy](http://www.bifrostconnect.com/privacy).
- 4.5. The User 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 BifrostConnect. 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.
- 4.6. The BifrostConnect Solution (including the Web Site) may become unavailable and inaccessible at any time without notice, both for reasons controlled by BifrostConnect or User and for reasons not controlled or determined by BifrostConnect Solution or User. In the event of planned unavailability, BifrostConnect will attempt in good faith to provide Customer with at least 24 hours prior notice of the unavailability. Where relevant, it is the obligation of the Customer (and not BifrostConnect) to inform the User thereof. Planned outages may also be announced by email and on the Web Site. Subject to the foregoing, BifrostConnect 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.
- 4.7. BifrostConnect shall have no liability or responsibility for any loss of data or information by User when using the BifrostConnect Solution.
- 4.8. The User 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 User; or (b) otherwise arising out of User's use of the BifrostConnect Solution.

- 4.9. BifrostConnect may with immediate effect and without prior notice suspend or terminate the User's access to and use of BifrostConnect Solution, (i) if the User in the reasonable opinion of BifrostConnect is in material breach of these Use Terms or (with respect to the Customer) the General Terms; or (ii) if User 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 (iii) 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.
- 4.10. BifrostConnect is not responsible for any functionality or service made available to the User by third-party suppliers, including telecom providers.

## **5. REPRESENTATIONS AND WARRANTIES**

- 5.1. The User guarantees that the User (i) will comply with the Requirements and any other requirement in these Use Terms, and (ii) will not use the BifrostConnect Solution for illegal purposes or in a way that infringes the rights of BifrostConnect under these Use Terms.
- 5.2. The User 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 User at the moment such third-party services are ordered through the BifrostConnect applications. If the User does not agree to such policies, it shall not use such third-party services.
- 5.3. When using the BifrostConnect Solution, the User 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 anti-corruption laws, sanctions laws, intellectual property rights or other rights of third-parties; and (ii) interfere or endanger the operation or security of the BifrostConnect Solution, Services and any BifrostConnect application.
- 5.4. The User represents that the User 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).

## **6. INTELLECTUAL PROPERTY RIGHTS**

- 6.1. The User 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.

- 6.2. The User gains no patent rights, copyrights, business secrets, trademark rights or other rights, in the BifrostConnect Solution, except as set out in these Use Terms and the Order(s).
- 6.3. If the User 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.
- 6.4. The User 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 Units.
- 6.5. The User acknowledges and agrees that BifrostConnect is the exclusive owner of BifrostConnect's trademarks and service marks (whether registered or not) ("**Marks**"). The User 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 User 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 User or any third party being separate and distinct entities. All goodwill associated with or arising out User's use of the Marks shall belong solely to BifrostConnect.
- 6.6. User 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 User's infringement of BifrostConnect's intellectual property rights associated with the BifrostConnect Solution or User's breach of its obligations under this Section 6.

## 7. CONFIDENTIAL INFORMATION

- 7.1. BifrostConnect and the User shall (i) keep confidential the other party's confidential information toward third parties (excluding 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); (ii) not use the other party's Confidential Information for any commercial, industrial or other purpose other than the use or provision of the BifrostConnect Solution or Services; or (iii) copy, adapt, or otherwise reproduce the other party's Confidential Information save as reasonable required. All Confidential Information (including all copies or extracts thereof) of the disclosing party shall remain the property of the disclosing party.

- 7.2. 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 disclosed to third-parties by the disclosing party without any obligation of confidentiality or because of a valid order, rule, regulation or law.

## **8. ASSIGNMENT**

- 8.1. The User may not assign, sublicense, or transfer any rights or duties under these Use Terms, without BifrostConnect's prior written consent.
- 8.2. BifrostConnect and its subsequent assignees may assign, delegate, sublicense, or otherwise transfer its rights or obligations under these Use Terms, in whole or in part, to any person or entity. BifrostConnect shall provide written notice to the User of any such assignment or transfer.

## **9. MODIFICATIONS**

- 9.1. Modifications to these Use 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 User forthwith upon noticing User by posting the amended Use Terms on BifrostConnect's website. It is the User's responsibility to check BifrostConnect's website regularly for any such modifications.

## **10. MARKETING RIGHTS**

- 10.1. The User grants to BifrostConnect permission to use the User'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 User may revoke this permission at any time by written notification to BifrostConnect.

## **11. FORCE MAJEURE**

- 11.1. The User and BifrostConnect not will be responsible for delay or failure in performing obligations under these Use 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”).

## **12. OTHER TERMS**

- 12.1. No failure or delay by BifrostConnect or the Customer to exercise any right or remedy provided under these Use 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.
- 12.2. The headings used in these Use Terms are for convenience only and will not affect in any way the meaning or interpretation of the Use Terms. In the event of any claimed conflict, omission or ambiguity in these Use Terms, no presumption or burden of proof or persuasion will be implied by virtue of the fact that the Use Terms was prepared by or at the request of a particular party. These Use Terms will be interpreted equally as to the 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.
- 12.3. In the event that any provision of these Use 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.

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

- 13.1. These Use Terms shall be governed by, and construed in accordance with, the laws of Denmark without regard to any conflicts of laws rules or principles.
- 13.2. Any claim, dispute or controversy between BifrostConnect and the User 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



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jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Use Terms and is hereby disclaimed.