

GENERAL TERMS AND CONDITIONS FOR SALE OF PRODUCTS AND SERVICES

VERSION 6.0 VALID FROM 1ST JUNE 2023

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GENERAL TERMS AND CONDITIONS FOR SALE OF PRODUCTS AND SERVICES APPLICABLE FROM 1st JUNE 2023 (VERSION 6.0)

1. DEFINITIONS

1.1. In these general terms and conditions for sale of products and services the following definitions are applied:

1.1.1. "**BifrostConnect**" means BifrostConnect ApS.

1.1.2. "**BifrostConnect Solution**" has the meaning ascribed to it in the Use Terms.

1.1.3. "**Core Services**" has the meaning ascribed to it in the Use Terms.

1.1.4. "**Customer**" means the person or entity being the contracting party with BifrostConnect under an Order.

1.1.5. "**General Terms**" means these general terms and conditions for sale of product and services by BifrostConnect.

1.1.6. "**Hardware Unit**" has the meaning ascribed to it in the Use Terms.

1.1.7. "**Order**" means an agreement entered into between BifrostConnect and a Customer for the supply of the BifrostConnect Solution (including Hardware Units and Core Services provided under a Unit Usage License) or other Products or other Services). An Order may, inter alia, be established by way of (i) a purchase order from the Customer accepted by BifrostConnect (by way of a sales order or an order confirmation), or (ii) a quotation from BifrostConnect accepted by the Customer.

1.1.8. "**Products**" means both tangible and intangible goods, including Hardware Units, software, cables, adapters, converters, spare parts and any related software, equipment and/or documentation that may accompany the goods.

1.1.9. "**Services**" all services provided by BifrostConnect, including Core Services provided under a Unit Usage License.

1.1.10. "**Unit Usage License**" has the meaning ascribed to it in the Use Terms.

1.1.11. "**Use Terms**" means the product use terms applicable at any point in time to anyone who uses the BifrostConnect Solution, including the Core Services under a Unit Usage License, and other Services.

1.1.12. "**User**" means the Customer and any other person or entity using the BifrostConnect Solution or other Services.

2. SCOPE AND APPLICATION

- 2.1. These General Terms apply to any Order and thus applies to the Customer's purchase of (i) the BifrostConnect Solution (including Hardware Units and Core Services provided under a Unit Usage License), (ii) other Products, or (iii) other Services sold and supplied by BifrostConnect. Any Order to purchase Products and/or Services from BifrostConnect shall constitute Customer's assent to these General Terms.
- 2.2. When the General 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 General 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 and licenses, as the case may be. When General Terms are applied to other solutions than the BifrostConnect Solution, the regulation relating to the BifrostConnect Solution shall apply mutatis mutandis to such other solutions.
- 2.3. The Use Terms and other schedules attached hereto or referred to herein constitutes an integral part of the General Terms.
- 2.4. The Order, the General Terms, Including the Use Terms and any other document attached or referred to in these General 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.
- 2.5. If there is an inconsistency between any of the provisions of these General Terms and the Use Terms or other documents attached or referred to in these General Terms, the provisions of these General Terms shall prevail. If there is an inconsistency between any of the provisions of these General Terms (including the Use Terms or other documents attached or referred to in these General Terms) and the provisions of the specific agreement, purchase order, sales order, or sales quotation, as the case may be, the latter shall prevail.
- 2.6. These General Terms also apply to any quotation made by BifrostConnect. Unless otherwise specified in the quotation, it expires thirty (30) days from its date and may be modified or withdrawn by BifrostConnect before receipt of Customer's acceptance of the quotation.
- 2.7. The General 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 General Terms.

- 2.8. The Customer's purchasing terms, general terms or the like shall not apply, unless accepted by BifrostConnect.

3. RIGHT OF USE OF SERVICES AND USE TERMS

- 3.1. The Customer gains a non-exclusive and non-transferable right to use the Core Services and any software purchased, effective when the Unit Usage License or other license commences (see clause 1.1) and until Customer's Unit Usage License expires or is terminated. BifrostConnect remains the owner of all titles, rights, and interests in the Core Services, other Services, and software purchased from BifrostConnect.
- 3.2. Irrespective of clause 3.1, the Customer can authorise that the BifrostConnect Solution can be used by any 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. Any use by such third party must be in compliance with the Use Terms.
- 3.3. When the User is the Customer, the Customer is directly obliged to comply with the Use Terms. The Customer understands and accepts that the Use Terms include important provisions applicable to the Order, including provisions regarding use of the BifrostConnect Solution, the User's representations and warranties. intellectual property rights, confidential information and marketing rights.
- 3.4. If the User is not the 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.
- 3.5. The Customer understands and accepts that the Customer is responsible towards BifrostConnect for the User's fulfillment of its obligations under the Use Terms.

4. ORDERS, LICENSE SUBSCRIPTION PERIODS AND TERMINATION

- 4.1. 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.
- 4.2. A Unit Usage License (required to use the BifrostConnect Solution) 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 4.4, the Initial Subscription Period is subject to

auto-renewal pursuant to clause 4.5 for additional periods of 12 (twelve) consecutive months each (each an **“Additional Subscription Period”**).

- 4.3. 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 6.1 or (B) the date when the Hardware Unit is first taken into use by Customer.
- 4.4. 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.
- 4.5. Unless and until terminated in accordance with clause 4.4, 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 5.5.

5. PRICES AND PAYMENT

- 5.1. 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.
- 5.2. Unless otherwise stated in any Order, order confirmation, sales order, quotation etc, all Prices, fees and charges are in EUR and 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.

- 5.3. Subject to clause 5.4, BifrostConnect shall invoice Customer for the Initial Subscription Period and for the Hardware Unit(s) upon acceptance of the Order.
- 5.4. 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 the end of the previous installment period.
- 5.5. Upon the renewal of the license subscription for any Additional Subscription Period, BifrostConnect shall invoice Customer one month prior to end of the previous Subscription Period.
- 5.6. The invoice shall be payable by Customer no later than ten (10) days from the date of invoice.
- 5.7. 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.
- 5.8. 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
- 5.9. 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.
- 5.10. 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.
- 5.11. In addition to clause 5.10, 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 31st 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.

- 5.12. 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.

6. DELIVERY

- 6.1. 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).
- 6.2. 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.

7. REMEDY OF DEFECTS

- 7.1. If Services are defective, BifrostConnect shall use commercially reasonable efforts to remedy such defect within reasonable time after having been notified in writing of such defect.
- 7.2. 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.
- 7.3. 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.
- 7.4. If the Hardware Unit is defective and the defect is covered by BifrostConnect's warranty, cf. 7.2 and 7.3, 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.

- 7.5. 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.
- 7.6. If the Hardware Unit returned to BifrostConnect is not defective or if the defect is not the responsibility of BifrostConnect pursuant to these General 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.
- 7.7. 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 Unit 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.

8. REPRESENTATIONS AND WARRANTIES BY BIFROSTCONNECT

- 8.1. 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.
- 8.2. 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.

9. DISCLAIMER

- 9.1. EXCEPT AS EXPRESSLY SET FORTH IN THESE GENERAL 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 GENERAL 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

10. LIMITATION OF LIABILITY

- 10.1. 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.
- 10.2. 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.
- 10.3. THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS SECTION AND ELSEWHERE IN THESE GENERAL 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 1, (IV) PAYMENTS PURSUANT TO SECTION 5 (PAYMENT); OR (V) ANY OTHER LIABILITY WHICH MAY NOT BE EXCLUDED OR LIMITED BY LAW.

11. COMPLIANCE MATTERS

- 11.1. During the course of performing and receiving Services under these General 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, statutes, 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.
- 11.2. 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.
- 11.3. 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.

12. ASSIGNMENT

- 12.1. Unless otherwise provided in these General Terms or accepted in writing by BifrostConnect, the Customer may not assign, sublicense, or transfer any rights or duties under these General Terms.
- 12.2. BifrostConnect and its subsequent assignees may assign, delegate, sublicense, or otherwise transfer its rights or obligations under these General Terms, in whole or in

part, to any person or entity. BifrostConnect shall provide written notice to Customer of any such assignment or transfer.

13. MODIFICATIONS

- 13.1. BifrostConnect may modify these General Terms from time to time, including the Use Terms, Technical Specifications and the Requirements. Except as set out in 13.2, any modification to these General Terms requires notification to the Customer and will only come into effect from the beginning of any subsequent Additional Subscription Period.
- 13.2. Modifications to these General Terms, the 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 Customer forthwith upon notifying Customer by posting the amended terms or regulations on BifrostConnect's website. It is the Customer's responsibility to check BifrostConnect's website regularly for any such modifications.

14. FORCE MAJEURE

- 14.1. Neither party will be responsible for delay or failure in performing obligations under these General 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 fire, war and mobilization, warlike conditions, insurrection and civil disturbance, revolts and riots, natural disasters, unusual weather disturbances, other acts of God, raw material shortage, sudden changes in the demand for or the offering of materials/or components, lacking transport capacity, changes in import/export rules, changes in customs regulations or other governmental measures, strikes and lockouts, computer-virus and other, cybercrime, decisions or acts of any authority - national, municipal or other circumstances beyond the control of BifrostConnect. 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 General Terms up to the effective date of such termination.

15. OTHER TERMS

- 15.1. 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.
- 15.2. Nothing in these General 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.
- 15.3. No failure or delay by a party to exercise any right or remedy provided under these General 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.
- 15.4. The headings used in these General Terms are for convenience only and will not affect in any way the meaning or interpretation of the General Terms. In the event of any claimed conflict, omission or ambiguity in these General Terms, no presumption or burden of proof or persuasion will be implied by virtue of the fact that the General Terms was prepared by or at the request of a particular party. These General 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.
- 15.5. In the event that any provision of these General 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.

16. GOVERNING LAW AND DISPUTE RESOLUTION

- 16.1. These General Terms shall be governed by, and construed in accordance with, the laws of Denmark without regard to any conflicts of laws, rules or principles.
- 16.2. 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 General Terms and is hereby disclaimed.

- 16.3. Notwithstanding the above, BifrostConnect shall at its sole discretion be entitled to initiate proceedings against the Customer in a court of BifrostConnect's choice including without limitation in case of non-payment by the Customer or the Customer's infringement of BifrostConnect's intellectual property rights.